

# TERMS & CONDITIONS

## OUR COMMITMENT

At the heart of our relationship with our travelers is our desire to be clear and fair when it comes down to the details. Because our terms and conditions may occasionally change, you will receive the most current version along with your travel documents at the time of booking. Since 1986, Off the Beaten Path ("OBP") has been partnering with travelers on fabulous experiences throughout the world. Being clear about our terms and conditions is at the heart of these successful partnerships.

## MAKING RESERVATIONS

To secure your place on a Small Group Adventure or to begin planning your own Private Custom Journey, call (800) 445-2995 Monday through Friday, 8:30 a.m. to 5:30 p.m. Mountain Time, or log on to [www.offthebeatenpath.com](http://www.offthebeatenpath.com) and select the journey style in which you are interested.

## PAYMENT TERMS

Exceptions to these terms may apply for certain trip types (e.g., ranch and lodge stays, single destination trips, cruises, deluxe camping excursions, etc.) and will be discussed with you in advance. International departures are trips not based in the US or Canada. The following payment terms apply to all Small Group Adventures and Custom Journeys.

| PAYMENT       | DOMESTIC OR INTERNATIONAL | SMALL GROUP ADVENTURES                           | CUSTOM JOURNEYS         |
|---------------|---------------------------|--|-------------------------|
| DEPOSIT       | Domestic                  | \$500 deposit per person                         | 50% of total trip price |
|               | International             | \$1,000 deposit per person                       |                         |
| FINAL PAYMENT | Domestic                  | Trip balance due 90 days prior to departure date |                         |
|               | International             |  |                         |

*NOTE: Some custom-tailored itineraries require a development deposit to formally engage planning process.*

## SINGLE DESTINATIONS, RANCH VACATIONS, PRIVATE CHARTERS, AND FLY FISHING EXPEDITIONS

Travel planning that entails a single, or only a few, reservations are subject to payment terms that coincide with those imposed by the related service providers and may vary from the payment terms detailed above. In such cases the payment terms associated with your itinerary will be discussed with you as a part of the travel planning process.

## PRICING

**Small Group Adventures**—Prices for Small Group Adventures detailed in this catalog are per person and are based on double occupancy. We work hard to maintain the rates that we publish, but reserve the right to adjust them should our own journey-related costs change materially. Although price changes rarely occur, you can always verify pricing with one of our travel advisors or at [www.offthebeatenpath.com](http://www.offthebeatenpath.com). We accept personal checks, wire transfers, and most major credit cards.

**Single Travelers**—We encourage solo travelers to join Small Group Adventures and for those who do, and occupy a single room, a single supplement will apply.

**Family Pricing**—Families love our trips—and we love to have them. To encourage this, we offer a 10% discount on our Small Group Adventures for children 12 years of age or under. (For younger than 5, call for special pricing.)

**"Make It All Yours!"**—We have many travelers who prefer to take over one of our Small Group Adventures exclusively for their own group. Call our office at (800) 445-2995 and speak to one of our Travel Advisors about making a departure yours. Tell us about your group and give us your preferred dates, then we'll determine if those dates are available, and if any pricing differences apply. Payment and cancellation terms will vary depending upon the details of your trip and will be covered with you at the time of booking.

**What's included in the price of your Small Group Adventure**—Trip pricing includes all lodging, activities, baggage handling, transportation and return airport transfers, permits, entrance fees, most meals (a handful of trips include one meal "on your own"—see itinerary for details), speakers, and professional guide service from the commencement point of your trip. Not included are trip interruption/cancellation insurance; costs associated with travel to and from the point of trip commencement; separately identified on-trip airfare; alcoholic beverages; end-of-tour gratuities (not required but strongly encouraged and customary); telephone calls; laundry service and other personal expenses; expenses incurred due to inclement weather or other acts of God; altered river, road, or trail conditions; sickness; flight delays; or unforeseen security issues.

**Custom Journeys**—Pricing for Custom Journeys detailed in this catalog is an estimate of the per person pricing for the trip detailed. In general terms, trip pricing for Custom Journeys is conveyed in one, per-person amount and includes accommodations, planned activities, itinerary development, travel planning services, support services while traveling, and your deluxe pre-departure package featuring your personalized Journey Guidebook, maps, and detailed regional information. As this service is tailored to your specific interests and needs, we are not able to provide itemized detail of individual costs. Trip pricing does not typically include travel to and from the point of trip commencement, on-trip transportation, rental car charges, meals, or gratuities, although exceptions to this will occur should specific requests be arranged in the planning process.

**Ranch Vacations**—OBP maintains one of the industry's most extensive, consumer-based databases of guest, dude, and working ranches in the American West. Our unique Ranch Matching Service combines this information with our traditional travel planning services to select the appropriate ranch experience for your specific needs and interests. Pricing is equal to the retail cost of the ranch property selected, plus a nominal fee for document, administrative, and mailing costs.

**Fly Fishing Expeditions**—As with Private Custom Journeys, pricing for Fly-Fishing Expeditions is entirely dependent upon the features, choices, and amenities that are developed in partnership with your travel planner. Pricing typically includes the lodge fees, planning services, support services while traveling, and pre-departure materials that are custom published specific to your itinerary. Pricing does not include transportation to and from your destination, rental car charges, or gratuities.

## CONSENT AND AGREEMENT

Client will be required to sign a traveler information form consenting and agreeing to these Terms & Conditions and acknowledging that he, she, and/or they are not relying on any oral, written, or visual statements of any kind, including promotional statements made by OBP to induce him, her, and/or them to travel with OBP. Changes to this document can be made only in writing signed by an officer of OBP.

Client acknowledges that in the event any part or portion of the Terms & Conditions is found to be void or unenforceable, then such part or portion will be stricken but the rest of this document will be given full force and effect.

Client agrees that these Terms & Conditions and any other agreement entered into with OBP will be governed exclusively in all respects by and interpreted solely in accordance with the laws of the State of Montana. Client irrevocably submits to the exclusive jurisdiction of the courts of the State of Montana and agrees that no other courts can exercise jurisdiction over the agreements and claims referred to herein. Any litigation pertaining to this agreement or arising out of the Client's OBP travel experience shall be instituted in the State of Montana and nowhere else.

Client affirms that he, she, and/or they is/are of legal age to enter into this Agreement and that he, she and/or they have had sufficient time to read and understand what he, she, and/or they is/are agreeing to in this Agreement before signing it and that it will be binding up his, her, and/or their heirs, next of kin, executors, administrators, and successors.

## CANCELLATIONS AND REFUNDS

In the event that OBP cancels your travel for reasons other than acts of insurrection, strikes, acts of God or nature, government restriction, or any other cause beyond the control of OBP, you will be refunded the entire amount that has been paid to that point, and OBP will pay for any change fees associated with airline tickets that you have purchased related to the trip. Cancellation fees charged by OBP for travel that you cancel on your own accord are necessary to cover the costs associated with development and document processing costs and/or the loss of appropriate time to resell the space. If you are unable to begin or complete your trip, notice must be given to OBP immediately and in writing. Refunds are based upon the date of receipt of written notice (mail, e-mail, or facsimile) and will be subject to the following cancellation fees as well as any additional fees associated with non-refundable advance payments made on your behalf related to your trip.

| DOMESTIC (INCLUDES CANADA) | SMALL GROUP ADVENTURES | PRIVATE CUSTOM JOURNEYS    |
|----------------------------|------------------------|----------------------------|
| > 90 DAYS                  | \$250 per person       | \$500 development deposit* |
| 61 – 90 DAYS               | 25% of trip price      | 25% of trip price*         |
| 31 – 60 DAYS               | 50% of trip price      | 50% of trip price*         |
| < 30 DAYS                  | 100% of trip price     | 100% of trip price*        |

| INTERNATIONAL | SMALL GROUP ADVENTURES | PRIVATE CUSTOM JOURNEYS    |
|---------------|------------------------|----------------------------|
| > 120 DAYS    | \$250 per person       | \$500 development deposit* |
| 91 – 120 DAYS | 25% of trip price      | 25% of trip price*         |
| 61 – 90 DAYS  | 50% of trip price      | 50% of trip price*         |
| < 60 DAYS     | 100% of trip price     | 100% of trip price*        |

\*Cancellation fees for Private Custom Journeys will be in excess of this total to the extent that reservations made on your behalf are subject to fees greater than the amount imposed by OBP.

## Single Destinations, Ranch Vacations, Yachting, and Fly Fishing Expeditions

Cancellation fees for these trip types are dependent on those fees imposed by the service providers associated with your trip. An additional OBP cancellation fee will also apply.

## OTHER

### Confirmed Departures and Group Size

Every Small Group Adventure has a stated minimum group size at which OBP guarantees the trip will run. Almost all domestic departures run when 2 travelers are booked. See individual trips for minimum number of travelers required.

### Trip Interruption/Cancellation Insurance

We strongly recommend that you purchase trip interruption/cancellation insurance. Such insurance can be purchased directly through OBP. A full explanation of travel insurance coverage will be included with your trip confirmation materials. Travel insurance premiums are nonrefundable unless your journey is cancelled by OBP.

### Late Bookings

Trip reservations made within 30 days of departure may be subject to additional fees to allow for express mailing and other necessary expediting.

### Traveler Responsibility

Travelers are responsible for choosing a Small Group Adventure or Private Custom Journey consistent with their ability, fitness, and overall health. All travelers are required to complete and return their trip enrollment form and consent to these Terms and Conditions prior to the commencement of their travel with OBP. Travelers are also responsible for reading and understanding all pre-departure materials, bringing appropriate clothing and gear as suggested by OBP, and acting in a manner that is considerate to other people with whom they are traveling or with whom they come into contact.

### Release from Liability and Assumption of Risk

Off the Beaten Path, LLC, its employees, shareholders, officers, and directors (collectively, "OBP") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, guides or trip leaders, food service providers, equipment suppliers, ground and safari operators, etc., including, without limitation, various entities which may utilize the OBP name. OBP is not responsible for any negligent or willful act or failure to act of any such person or entity nor for any act or inaction of any other third party not under its control.

Without limitation OBP is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation, any willful or negligent act, failure to act, breach of contract of any third party such as an airline, train, hotel, restaurant or food supplier, bus, taxi, van or safari operator, local outfitter or guide, whether or not it uses the OBP name, which is to or does supply any goods or services for this trip. OBP is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking or downgrading of accommodations, insolvency, or default of any third party, attacks by animals, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or nature, government restriction, acts of terrorism, civil disturbance or threats thereof, force majeure, war, quarantine, epidemics or the threat thereof, criminal activity, or any other cause beyond its control. Travelers agree to hold OBP harmless from its own negligence.

OBP reserves the right, either prior to or after departure, to cancel, change or re-price any tour, trip or expedition due to acts of insurrection, strikes, acts of God or nature, government restriction, or any other cause beyond its control. OBP may, as it deems desirable for the benefit of the trip, among other things, alter or omit any part of the itinerary, substitute hotels, leaders or trip features, or change any means of conveyance without notice and without allowance of refund, with the liability for increased costs, if any, to be borne by trip members. OBP reserves the right to pass on fuel surcharges or other cost increases beyond its control.

All Traveler Information Forms are subject to acceptance by OBP in Bozeman, Montana. OBP reserves the right to accept or reject any person as a trip member at any time. Trip members grant OBP express permission to take photographic records of its trips for promotional and commercial use.

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