

TERMS & CONDITIONS FOR MAJELLA HOME COOKING TOURS

Payment Schedule & Deposits - A 50% deposit per person (the "Deposit"), payable to Three Little Guys LLC (D/B/A Majella Home Cooking) (hereinafter, "MHC"), of which \$500 is non-refundable for administrative fees, is required at the time of the reservation of the program (hereinafter, "the Program") for each participant ("Participant"). Final payment, by check, wire transfer or Google Wallet, must be received by MHC no later than 120 days prior to the first day of the Program.

Changes in Itinerary & Costs – MHC and its partners are committed to creating an enjoyable Program itinerary. If improvements can be made prior to the commencement of or even during the Program, or if unforeseen conditions make changes necessary, MHC reserves the right to vary the Program itinerary and/or substitute hotels or accommodations of a reasonably equivalent quality and will not be held responsible for any of these types of changes or occurrences. Individual deviations or additions to or from the scheduled Program itinerary are at the sole expense of the individual Participant. All prices are subject to change without prior notice due to currency fluctuation, fuel prices and/or unforeseen economic circumstances.

Getting To & From - The tour begins and ends in Rome (approx. 2 .5 hour drive). Consider spending a few days in the Eternal City before or after your stay in Abruzzo - I'd be happy to suggest a few of my favorite things to do and places to eat! Please plan to meet us at our assigned place in Rome's Piazza Bologna at the assigned time. Please note that out of consideration for our guests, we will not be able to wait for late arrivals. If you are late, you will need to arrange for alternative transportation to Abruzzo. Any alternative travel arrangements will be at your own additional expense and will not decrease the price of the program.

Health- Please be advised that Abruzzo is a very mountainous region. All participants must be in good physical health as there will be extensive walking involved in our contemplated touring activities. Although the planned excursions for the program are considered to be of an easy to moderate level of difficulty, we will necessarily be hiking over uneven surfaces and mountainous terrain. Any condition of a participant that may require physical assistance or special medical attention should be reported to us at the time of your reservation. Appropriate attire, such as hiking shoes and clothing, are required and participants are required to properly outfit themselves for the contemplated touring activities. In addition, Abruzzo has many winding roads and our touring will sometimes require long drives. We have attempted to design the itinerary to break up the length of drives as much as possible, but if you suffer from motion sickness, please bring motion-sickness medication with you. Finally, any food allergies or intolerances must be reported to us at the time of your reservation.

Photography - Photographs or, in some cases, videos, of Participants taken during the program may be used for promotional purposes by MHC and its partners and each of the Participants expressly consents to this manner of promotional use when reservations are completed.

Trip Insurance—Though MHC does not provide insurance coverage, MHC strongly urges Participants to purchase insurance to cover trip cancellation (including cancellation of the Program at the discretion of MHC), emergency medical evacuation, lost or damaged baggage, accidents, sickness or otherwise.

Responsibility Clause –The Participant acknowledges that MHC acts only as an agent for the various independent suppliers that provide hotel accommodations, transportation, sightseeing, activities, or other services in relation to the Program. Such services are subject to the terms and conditions of those independent suppliers. MHC, its respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident that may result from the act, error, omission, defect, default or negligence of any company or person performing these services. MHC accepts no responsibility and in no event will MHC be liable or responsible for loss, injury, damages, or expenses to the person or property of a Participant, including, without limitation, any indirect, incidental, consequential, special or punitive damages. The limitation of liability of MHC shall be regardless of cause or reason for any asserted loss of Participant, including for loss to Participant due to illness, weather, strikes, local laws, hostilities, wars, terrorist acts, acts of nature, or other such causes. All services and accommodations are subject to the laws and regulations of the country in which they are provided. MHC is not responsible for any baggage or personal effects of a Participant. Participants are responsible for purchasing a travel insurance policy, if desired, that will cover some of the expenses associated with the loss of luggage or personal effects. MHC is not responsible for transportation delays or any other delays or changes to the Program, nor for additional expenses or loss of time that may be incurred in connection therewith. In the event it becomes necessary or advisable in the sole discretion of MHC for the comfort, enjoyment or well-being of the Participants, to alter the Program itinerary at any time, then without notice to the Participants, MHC may make such alterations and will not be held responsible by Participants in any way for any such alterations. MHC reserves the right to accept or decline any person as a Participant at any time, or to require any Participant to withdraw from the Program at the expense of said Participant when such an action is determined by MHC to be in the best interest of the Participant's health and safety, or the general welfare of the other Participants within the Program.

Assumption of Risk & Release from Liability - The Participant acknowledges that s/he (i) is voluntarily participating in the Program and all activities offered in connection therewith, (ii) is taking responsibility to choose a tour that fits his or her level of health and fitness, and (iii) agrees to assume all risks, including bodily injury, emotional trauma, property damage or theft, and death. The Participant agrees to release and otherwise discharge MHC or any co-sponsoring organizations, its officers, employees and directors from and against all liability, damage or loss arising from the Participant's participation in the Program. The Participant agrees this release will be legally binding upon himself or herself and his or her heirs, successors, assigns and legal representatives. By participating in the Program, it is Participant's intention to fully assume all risk of travel and to release MHC from any and all liabilities to the maximum extent permitted by law.

Cancellation Policy – MHC strongly advises Participants NOT to purchase airline tickets until you have received confirmation in writing that we have a sufficient number of participants for the program to occur. Under no circumstances shall we be responsible for the reimbursement of any travel-related expenses or cancellation fees related thereto, including but not limited to, airfare or travel insurance. MHC must strictly adhere to its cancellation policy to offset costs incurred prior to the commencement of the Program, which may include but are not limited to: advance payments to tour operators, hotels and drivers, communication expenses; development/promotional expenses; and the loss of time that might have permitted resale of reserved space. To be effective, any cancellation must be made in writing to majellacooking@gmail.com and will be subject to a \$500 non-refundable administrative fee. All refunds are limited to amounts actually received by MHC. At the time MHC receives written notification of cancellation, the following cancellation charges will apply: cancellations received between 120 and 91 days prior to the commencement of the Program, 80 percent of the Program cost per Participant shall be refunded less the \$500 non-refundable administrative fee; those received between 90 and 61 days prior to the commencement of the Program, 50 percent of the Program cost per Participant shall be refunded less the \$500 non-refundable administrative fee; no refunds will be given for cancellations received within 60 days of the commencement of the Program. No partial refunds shall be given for individual deviations from the scheduled Program itinerary, including, but not limited to, missed excursions, tours, meals, transportation or lodging, for any reason. In the case of a cancellation due to insufficient number of Participants, MHC will attempt to notify all Participants at least 45 days prior to departure. However, MHC reserves the right to cancel the Program prior to departure for any reason and, in such case, reimbursement of refundable costs of the Program by MHC shall constitute full settlement with the Participant. MHC shall not be liable for any airline fees or cancellation penalties incurred by the purchase of a non-refundable ticket. In the unlikely event that a dispute arises between a Participant and MHC, the following conditions will apply: (a) the dispute will be settled by binding arbitration administered by the American Arbitration Association in New York, NY; (b) the dispute will be governed by New York Law; (c) the maximum amount of recovery to which a Participant shall be entitled under any and all circumstances will be the sum of all monies actually received from the Participant by MHC. The Participant agrees that this is a fair and reasonable limitation on the damages, of any sort whatsoever, that a Participant may suffer. Upon payment of the Deposit to MHC, the Participant agrees to be bound by the above terms and conditions.