**Foreign We Go Client Services Agreement**

Before booking travel arrangements with Foreign We Go, Foreign We Go requires each client to agree to the following client services agreement. Please read this Agreement carefully. This agreement creates a contractual relationship between Foreign We Go and you, the client. After reading this entire Agreement and continuing to book and confirm your reservation for your travel experience package, you are indicating your understanding and acceptance of said Agreement.

**Limitations on Responsibilities of Foreign We Go**

Foreign We Go is not the source or supplier of the travel services I have requested and acts solely as an agent for clients who request said services. Further, Foreign We Go and its affiliates, owner, officers, agents, employees, contractors, and subcontractors purchase transportation, hotel accommodations, restaurant services, and other services from various independent suppliers that are not subject to Foreign We Go’s control.

I consent to and request the use of the suppliers and agree not to hold Foreign We Go responsible if any of these suppliers:

1. Fail to provide the travel services I have purchased,
2. Fail to comply with any applicable law, or
3. Engage in any negligent act or omission that causes me any injury, damage, delay, or inconvenience.

**Deposits and Payments**

Group experiences are time sensitive and require a deposit to initiate. The deposit will be non-refundable, unless otherwise specified. The deposit will be credited towards the final payment of your trip. Payment of a deposit enables us to hold a reservation for you but does not guarantee the price. The price can only be guaranteed once we receive payment in full and other travel documents have been issued, subject to any terms or conditions of the suppliers.

There will be a $100 late fee assessed for all late payments. If any payment is beyond thirty (30) days late, your trip reservation, at the discretion of Foreign We Go, your trip reservation may be cancelled.

\*\*All deposits and payments are non-refundable. Foreign We Go is responsible for paying multiple vendors and contractors as a part of planning trips and vacations. Once we pay said vendors and contractors, we are not able to request the return of any funding as vendors and contractors will perform duties under contract regardless of a client’s decision to terminate the client services agreement.

**Costs of Trips**

Each trip is different, and what costs are included in the package will vary depending on the trip. Generally, the following costs are included: overnight accommodations based on double occupancy, daily breakfast, and planned excursions.

The following costs are not included: airfare, meals except as noted, alcoholic beverages, gratuities, travel insurance, and items that are personal in nature.

Clients may purchase travel insurance to cover certain risks inherent in travel such as supplier bankruptcy and the inability to travel due to a medical or personal emergency. Foreign We Go will not be liable for any loss you incur which you would be able to claim for damages under a travel insurance policy.

**Identification**

I understand that the Transportation Security Administration (TSA) requires me to carry a government issued identification card in order to board a flight. I have been advised that the name, date of birth, and gender that appears on the identification card must match the same such data that is listed on my airline ticket and in my booking records. I acknowledge that my failure to adhere to these requirements may result in me being denied boarding or an undue delay at an airport security checkpoint causing me to miss my flight.

**Passports and Visas**

I understand that if traveling internationally, I must have a valid passport. I also understand that depending on my designation and nationality, I may be required to obtain one or more visas. You, the client, are responsible for any expenses incurred as a result of any delays or itinerary changes related to your lack of appropriate travel documentation. Foreign We Go is not liable or responsible for any client being denied entry to or exit from the travel destination due to lack of adequate documentation.

**Pricing and Changes**

Pricing includes all items noted above and is based on current rates of exchange at the time of trip proposal and/or confirmation. Foreign We Go reserves the right to increase our prices and to make such changes as necessary, and the resulting extra cost, if any, shall be paid collectively by clients attending the trip.

There may be instances where Foreign We Go may need to alter or modify client’s trip components based on vendor operating days or changes in availability. Such changes are generally considered minor changes in the itinerary and shall not be considered nonconformance under this Agreement. In the event that the client desires to alter, modify, postpone, or reschedule a trip or its components, the client shall not be entitled to a refund, and all refunds will be at the sole discretion of Foreign We Go.

**Unused Services**

If you make changes to any portion of your trip after you have departed, such changes will be at your own expense. Refunds are not available for services provided in the travel package that you choose not to utilize.

**Cancellation Policy**

Once Foreign We Go has accepted deposits for a trip, the departure is guaranteed, except in cases of *forced majeure* events, including but not limited to fire, earthquake, labor dispute, act of a public enemy, public health crisis, death, illness, or incapacity of a Foreign We Go employee or independent contractor, any local, state, federal, national or international law, governmental order or regulation, any major events that adversely affect international travel patterns or events that endanger travelers, or any other event beyond Foreign We Go’s control.

Although a client’s obligation to make additional payments ceases once he or she decides to terminate the client services agreement, any monies previously paid by the client is forfeited and nonrefundable.

**Health and Inoculations**

Clients are expected to be in good health. Some activities may require clients to be active. Moderate to strenuous exertion, e.g., long walks and climbing stairs, is sometimes an integral part of the trip. Riding in four-wheel drive vehicles on rough terrain or unpaved paths can aggravate back conditions. Flying aboard small aircraft may be required in some areas. Because some itineraries may include areas of high altitude and extreme temperature fluctuation, Foreign We Go suggests that clients consider undergoing a complete physical prior to trip. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in any rigorous itinerary activities. Client agrees that if he or she experiences any medical issues while on the trip, he or she will seek medical attention immediately.

Immunization requirements vary from country to country. Please consult your personal physician, local public health center, or the Center for Disease Control and Prevention (CDC) to learn which vaccinations are required. If client learns that there are required inoculations, vaccinations must be recorded by the client’s health practitioner on a valid vaccination certificate which client must carry as proof of inoculation where proof is required. Foreign We Go is not liable or responsible for any client being denied entry to or exit from the travel destination due to lack of required immunizations.

**Researching Your Destination**

Foreign We Go has no special knowledge of the financial condition of travel service providers selected for the trip or any possible unsafe conditions, health hazards, weather hazards, or climate extremes at destinations to which the client may travel. Therefore, Foreign We Go encourages its clients to, at a minimum, contact the Travel Warnings Section of the U.S. State Department at 1.888.407.4747 or [www.travel.state.gov](http://www.travel.state.gov). For medical information, visit the Centers for Disease Control Website at [www.cdc.gov/travel](http://www.cdc.gov/travel). Foreign We Go also recommends that United States citizens register for the Smart Traveler Enrollment Program, which is a free service that allows U.S. citizens traveling abroad to enroll their trip with the nearest U.S. Embassy or Consulate at <https://step.state.gov/step/>.

Clients assume full and complete responsibility for checking and verifying all conditions regarding health, safety, security, political stability, and labor or civil unrest at my travel destination.

**Acknowledgement/Assumption of Risk and Responsibility**

You understand and acknowledge that your travel in connection with and participation in the vacation package arranged at your request by Foreign We Go may involve risk and potential exposure to injury, up to and including death. You also understand and acknowledge that risk and danger may arise from foreseeable and unforeseeable causes, including weather and other acts of nature and that the international location of any given trip may be a location where the political, health, cultural, and geographical attributes present additional inherent risks greater than those present in your daily life.

By acknowledging the forementioned risks, you confirm that you are willingly and knowingly electing to participate in this vacation package despite the potential risk of injuries and/or damages and that you willingly and voluntarily assume full responsibility for any injuries suffered or caused by you.

**Release of Liability**

In consideration of the services and arrangements provided by Foreign We Go, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless, and agree to indemnify Foreign We Go and its owner, officers, directors, agents, contractors, subcontractors, and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect, or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled vacation package and any activities conducted in conjunction therewith. You specifically understand that you are releasing, discharging, and waiving any claims or actions that you may have presently or in the future for the negligent acts or conduct of the owner, directors, officers, employees, agents, contractors, or subcontractors of Foreign We Go.

**Arbitration**

Any dispute that arises as a result of this Agreement, the trip itself, or any claim for damages due to injury or death which occurs during or in connection with the trip shall be resolved exclusively by binding arbitration according to the rules of the American Arbitration Association that are in effect at the time of the signing of this Agreement. The arbitration shall take place in Shreveport, Louisiana. Such proceedings will be governed by substantive Louisiana law. The dispute will be resolved by a single arbitrator who must be an attorney admitted to practice law in the courts of at least one state in the United States and have a minimum of ten (10) years of experience in civil litigation. The arbitrator will be selected from a list provided by the American Arbitration Association.

**Waiver of Jury Trial**

In connection with any action or legal proceeding arising out of this agreement, the parties hereby, knowingly and specifically, waive any rights that either party may have to demand a jury trial.

**Governing Law**

The parties agree that this Agreement shall be governed by the laws of the State of Louisiana. Any terms, covenants, promises, and provisions, whether express or implied, are voided if contradicted by state law.

**Third Party Performance**

Foreign We Go shall make best efforts to produce successful services for clients, but Foreign We Go makes no representations, guarantees, or warranties as to the effectiveness or performance of the services delivered. Client shall indemnify and hold Foreign We Go harmless from any and all claims, liabilities, costs, losses, damages, or expenses, including attorney’s fees, arising from any third-party service provider’s wrongful or negligent acts or omissions.

In the event of any changes by a third-party service provider that materially affects the delivery or performance of Foreign We Go services contemplated by this Agreement, Foreign We Go shall provide notice to its client and make every effort to work with the client to find an acceptable alternative to the third-party provider or find a replacement service at the same or similar cost. If such a situation should occur and a suitable alternative or replacement is not found, responsibility and liability of Foreign We Go is limited to the return of payments received for the specific portion of the services affected. The client agrees to not unreasonably withhold approval of an alternative.

**Assignment**

Neither party shall assign or transfer any right, obligation, duty, or any other interest herein, in whole or in part, without first obtaining the prior written consent of the other party, which shall not be unreasonably withheld, conditioned, or delayed.

**Severability**

If any terms are voided due to Governing law, this does not affect other terms of this Agreement, and all other terms of the Agreement within reason shall remain in full effect.

**Waiver**

Any failure by either party at any time to enforce or require specific performance of any of the terms or conditions of this Agreement shall not constitute a waiver of any such terms or conditions and shall not affect or impair such terms or conditions or the right of the parties to avail themselves of remedies for the breach of such terms or conditions.