

TERMS & CONDITIONS

Definitions: PALIOTOURS.COM is a registered domain name. It is used in the context of the World Wide Web and other marketing portals to promote and solicit travel services. The name is part of Atlantic Ventures USA, Inc., ("the Company"), a registered travel company and provider of travel related services.

The Company will:

1. Provide the chartered vessel to the agreed base port location, prepared, cleaned and properly equipped to sail.
2. Provide a competent captain/crew for the Sailing Vacation itinerary you have chosen a Yacht Vacation.
3. Perform the charter in accordance with the Itinerary, subject to weather conditions or other conditions that could impair the enjoyment or safety of the onboard Customer.
4. Place Customer on a comparable sailboat should the originally chartered vessel be unavailable due to causes beyond the Company's control.
5. Reserve the right to recall the vessel to the base upon the forecast or occurrence of severe weather. The Company may give Customer a credit certificate for use on future charters or the charter may be extended, subject to vessel availability. If Customer elects to prematurely end the charter, the charter is deemed cancelled and the cancellation policy given below will be followed.

The Customer will:

1. Acknowledge that the acceptance of the vessel upon delivery.
2. Not hold the Company liable for any refund of charter fees or costs, including travel expenses, should the Customer cancel the charter. Customer shall rely solely on trip cancellation insurance.
3. Pay any expenses for additional services rendered at Customer's request that are not included in the charter price.
4. Indemnify and hold the Company, its insurers, affiliates and contract employees harmless for any death or injury arising from swimming, windsurfing, kayaking, or the use of dinghies, snorkels, masks or other equipment such as scuba equipment, the abuse of drugs or consumption of alcohol.
5. Accept responsibility for all costs, expenses or damages caused by the gross or willful negligence of the Customer or Customer's guests.
6. Depend on the captain/crew for the safe navigation of the vessel and shall abide by the judgments of the captain/crew as to the sailing, weather, anchorages and other pertinent matters.
7. Surrender the vessel at the time and place specified at the conclusion of the Sailing Vacation. Any delay in delivery of the vessel caused by the Customer may result in the Customer being charged pro rata the charter fee for use of the vessel, plus consequential and incidental losses suffered by The Company caused by the delay.

General Conditions: Confirmation and payment of any reservation constitutes acceptance of the financial agreements between the Company and the Customer and the provisions of this agreement are in effect. The Company is acting as a tour operator

and charter company responsible for arranging reservations for the services as outlined in the website Paliotours.com or AveltaliaCharter.com. All suppliers providing vessels, transportation, guided tours, and lodging for the Company are not associated with, nor are they employees of the Company. The Company assumes no responsibility or liability for any claims, damages, expenses or other financial loss, whether to person or property, arising from, but not limited to, injury, accident, death, delay, alteration or inconvenience, by whatever cause, including airline scheduling, default, strike, terrorism, war, hostility, civil disturbance, quarantine, or resulting directly or indirectly from any other acts of nature. Under no circumstances is the Company to be construed as a Common Carrier under contract for safe carriage of the passenger or his/her baggage and personal belongings.

Prices: Sailing charter prices are quoted per person.

Reservations and Payments: A 40% deposit is required to confirm a reservation. Payment of any remaining balance due, unless otherwise stated, must be paid no later than 45 days prior to designated Starting or Sailing Date. The price for final cleaning and or additional options hostess shall be paid upon check in. Before final payment, prices are subject to changes in currency exchange rates and prices can be adjusted if necessary before any final payment.

Credit Card Payments: American Express, VISA and MasterCard are accepted for reservations and payments. Due to increased service charges, Business Cards issued by any of these institutions and used as the form of payment for any reservation are subject to an additional 2% handling charge.

Refunds and Cancellations: The Company reserves the right to cancel any Sailing Charter at any time if sufficient reservations are not received or for other unforeseen reasons that impair the success, enjoyment or safety of the sail. In these cases all deposits and or payments will be returned in full.

For any reason **IF YOU DECIDE TO CANCEL A RESERVATION, YOU MUST NOTIFY THE COMPANY IN WRITING OF YOUR INTENT TO CANCEL.** If you cancel a reservation any deposits and or payments will be retained by the Company.

Transportation: The Company can provide ground transfers from/to airports or central city train stations as needed to accommodate clients' travel needs. Transportation will also be provided on daily land excursions that may be noted in the respective tour itinerary. All fees and fuel costs associated with any land vehicles used in conjunction with any excursion defined in the itinerary of any sailing charter are included in the cost of the charter. The cost of these services may be adjusted or the service eliminated if the group size is not sufficient. Airfare can be included with any travel option offered by the Company.

Itinerary: The Company reserves the right to alter the itinerary as it may become necessary in order to meet with our requirements to provide the best and or safest sailing.

Travel Insurance Protection: To protect the costs associated with your reservation, the Company encourages you to consider purchasing a travel insurance policy. The Company does not supply or support any one company in this regard but can make suggestions as to the companies that provide this service.

Passports & Visas: All customers must possess a valid passport and/or any visas or special travel documents that can be used as proof of citizenship. The Company accepts no liability for clients improperly documented. Purchaser should not rely upon representations other than those in this contract.

Atlantic Ventures USA, Inc. is registered as a Seller of Travel in the states of Florida, Registration No. ST-33263 and California Registration No.2087502-50, doing business as Palio Tours (paliotours.com), Ave Italia (aveitalia.com) and Ave Italia Charter (aveitaliacharter.com). The Company is not liable in respect to personal injury, loss or damage of personal property or loss of life, while engaged in the tours or other services provided herein. The Company is not responsible for third party cancellations for any reason due to unforeseen circumstances and or those beyond its control.

It is recommended that clients arrange travel insurances for medical, personal, property, or cancellation.

I understand the terms of this Agreement

Customer

Date

PALIO TOURS

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