



PLEASE TYPE OR PRINT CLEARLY

January 31, 2022
Dear Magical Cusco Tours:

I _____ passport # _____,
(Name)
hereby authorize Peru Tours, LLC to charge me for tour related costs for my trip to Peru in the amount of U.S. \$ _____
("deposit x number of passengers") with a final payment in the amount of U.S. \$ _____ (30 days prior to your arrival).
Payment made via **ZELLE, WIRE or CREDIT CARD.**

The description of the services to be provided is attached in the Proposal which was sent to me by Magical Cusco Tours. The following passengers will participate in the tour being paid via this form:

FIRST NAME	LAST NAME	ADDRESS	E-MAIL	PHONE#- Required (for emergencies)

For Magical Tour passengers only: A copy of each passenger's passport is needed to book your train and access tickets to Machu Picchu. Hotel only passengers do not need to provide this information.

I understand that the aforementioned monies are non-refundable and that by signing this authorization I acknowledge that I have reviewed and agree to the terms and conditions as set forth below on Magical's web site at <http://www.magicalcuzcotours.com/home/terms-conditions/> and reproduced below.

Sincerely,

(Name and signature)

(Date MM/DD/YY)

*Please sign and send with a copy of your passports over email or fax to **1 (202) 318-0368 (no need to fax the terms and conditions pages)**

Terms & Conditions: By signing up with Peru Tours, LLC you acknowledge you have reviewed and agree to all of the terms and conditions mentioned below

FULL PAYMENT: Unless otherwise agreed to in advance, payment in full must be made. All monies are non-refundable. Magical uses its best efforts to assure availability at the time of the proposal. In addition, we then make payments to our providers in advance to assure availability. Due to the popularity of Cusco, which now is experiencing high season year round, Magical does not make any reservations until payment has been received. Therefore all proposals made are conditional until payment in full has been made. Any changes after payment has been made could result in loss of part of all of the money paid. However, as we are committed to customer service, we will work with our clients to try to reschedule tours when possible and in the event of cancellation; we work hard to obtain a refund. At a very minimum, certain vendors charge cancellations fees, credit card fees etc. and Magical charges a \$150 administration fee per passenger to process and obtain the refunds.

PRICES: In case of human or computer error, Peru Tours, LLC reserves the right to re-invoice for the correct price or service.

CREDIT CARDS: We accept Visa, Master Card, American Express and Discover. Credit card charges will only be processed upon submission of a completed signed Authorization Form. Third-party credit cards are not acceptable. The credit card processing fee is NOT included in the price. In the event a dispute is made on a credit card, and Peru Tours LLC is required to demonstrate that the dispute was not legitimate, Peru Tours, LLC charges up to a \$150 fee to collect the money again.

CHANGES AFTER DEPOSIT: \$50 per revision per booking, plus any expenses imposed by suppliers. Amending the date of travel constitutes a cancellation and rebooking and will be subject to cancellation fees.

LAST-MINUTE RESERVATIONS: Bookings received 21 days or less prior to departure will include a \$50 last-minute booking fee. If requested services cannot be confirmed, deposit and booking fee will be refunded. If services are confirmed, final payment is due immediately and all applicable cancellation penalties will apply thereafter. Acceptable forms of payment include credit card or wire transfer.

PASSENGER NAME: Passengers are responsible to ensure that the names printed on the Payment Form exactly match the first and last name written in their passport (middle names or initials are not needed). Due to newly introduced security measures, any name change including minor spelling corrections may require airline reservations to be canceled and rebooked. Reservations are subject to availability at the time of rebooking. Once full payment is received, airline tickets will be issued. Subsequent name corrections may be subject to an airline rebooking fee. Peru Tours, LLC will not be held responsible for the denial of services by a carrier due to any name discrepancy. Name changes must be advised in writing.

DOCUMENTS: When applicable, Peru Tours LLC will send you an electronic copy of your itinerary 15 days prior to start of the trip contracted. If client is visiting other destination before, please advise Peru Tours so we can send the itinerary earlier. All vouchers, tickets and a printed itinerary will be delivered at your hotel upon your arrival to Peru.

AMENDMENTS AFTER DEPARTURE: The cost of any changes or additions will be at the local rate at the time of the amendment, not per the Peru Tours, LLC proposal or website, and must be borne by the passenger.

AIRLINES: Once issued, tickets are non-refundable. Airline schedules and flights are subject to change without notice. Peru Tours, LLC Travel is not responsible for penalties incurred for tickets, international or domestic due to schedule and/or flight changes. We suggest you contact your travel agent or the carrier several weeks prior to departure for seat assignments. Passengers are responsible to reconfirm their flights 72 hours prior to departure for all flights. Peru Tours, LLC is not responsible to confirm or advise about flight changes for international flights.

AIRPORT TAXES & FEES: All airline tickets are subject to a variety of foreign and domestic government taxes which include security charges, the September 11th Security Fee, airport facility charges, customs and immigration fees, inspection fees and more. The total of these taxes may vary anywhere between \$50 and \$170 per passenger. Airline tickets purchased through Peru Tours LLC usually cover the taxes and fees charged by the US government but do not include foreign and domestic departure taxes which are paid by the passenger at the foreign airport. In Peru, these taxes are paid in each Peru's state airport.

RAIL: Rail tickets are valid for the dates and times specified and once issued are non-refundable. The possibility of date and/or time changes once issued is strictly subject to availability and may be accompanied by rate increases. In addition, Train prices to MachuPicchu are quoted using the base price provided by the company. Prices could change depending on availability and could go up (no more than USD30.00 per person) without notice before tickets are issued. Peru Tours LLC will advise the passengers of these additional charges if applicable. To issue train tickets, we will need the name of the passenger as is written in the passport, passport number and payment.

HOTEL ACCOMMODATIONS: Will be provided in accordance with the itinerary or similar. Please expect to have the hotel request a credit card for personal expenses including phone calls, laundry, and not included meals. We reserve the right to make substitutions with hotels of equal standard. There will be no refunds for any difference in the cost of those accommodations. All rooms are standard twin-bedded rooms with private facilities, unless you have specifically requested and paid for an upgraded room category. Special requests such as bed types, smoking preference and connecting rooms are subject to availability. Room selection in all cases, unless otherwise reserved, is strictly at the discretion of the hotel's management on a run-of-house basis. Triple rooms consist of standard twin beds plus a sofa/folding bed or cot for third person. Not all hotels have triple rooms and some hotels will not allow a third bed. The number of persons accommodated does not dictate the room size. All hotel rates are based on Peru Tours, LLC agreements with its suppliers and are not negotiable. Hotel check-in time varies depending on destination and go from 9:00am to 4pm and check-out time is prior to noon. Please be sure that adequate arrangements for accommodations have been taken into consideration when a late night flight is being used. If a day room is included in the itinerary, check-out will normally be 6:00 p.m.

AIR-CONDITIONING: Although available at most 4 and 5 star hotels, conditions and use of air-conditioning abroad differs greatly from the United States.

MEALS ON TOUR: As specified in each itinerary. Meals are based on the hotel's or restaurant's buffet or set menu or at the restaurant indicated in your itinerary.

TRANSFERS: As indicated for each tour, provided by car, minibus, or motor coach, and only on tour arrival and departure dates as indicated on your proposal.

SIGHTSEEING: Will be operated by motor-vehicle, its size dictated by the number of participants, at the sole discretion of the company. Peru Tours, LLC tours have been designed to accommodate individuals as well as groups. Please refer to each tour proposal for a complete listing of tour services included. If your tour is not private, the number of participants may vary during the tour. In certain group or pool tours, different languages might be spoken to address the needs of a diverse crowd. Times listed in itineraries are approximate and meant only as guidelines. It is your responsibility to arrive on time for all scheduled package components. Arriving late may be considered a "no-show", in which case you will not be eligible for refund for the unused service(s). We cannot guarantee the number of passengers who will be on any given tour. You may find that you are traveling with a sizeable group or only with your own companions. Services, however, will remain constant no matter the number of tour participants.

PUBLIC HOLIDAYS: On dates including, but not limited to religious holidays and national celebrations, some monuments and sites may be closed. On these occasions, touring itineraries may be amended to reflect these closures.

LUGGAGE: All tour packages allow one piece of luggage per person and one carry-on bag. Excess luggage will be subject to charge of up to \$100 per piece. Peru Tours, LLC, shall not be held responsible for any damage to or loss of luggage/personal items. All damage/loss must be reported at time of incident and documented in writing by local authorities for submission to the insurance company.

ITINERARY AND HOTEL VARIATIONS: Occasionally, during holidays and certain periods, due to unforeseen circumstances, including acts of God, strikes, or other interruptions, Peru Tours, LLC or the service provider may have to make last-minute changes, sometimes after arrival, in the sequence of the tour and/or hotels. As most of these circumstances are last minute in nature, Peru Tours LLC will make all the efforts to contact the passenger to discuss these possible changes by phone or e-mail. In the case the passenger is not available or impossible to contact as is already traveling and is not responding in a timely manner, we reserve the right to substitute any of the hotels or services or to make other necessary arrangements without prior notice to the clients if those changes does not have any additional cost. In the event that there is an additional cost, then Peru Tours LLC reserves the right not to make any additional changes until it is able to contact the passenger and receive permissions in writing from the passenger

authorizing the additional charges. The passenger expressly recognizes that a failure to contact the passenger or to receive permission from passenger could result in certain material aspects of the tour to be missed or modified and the passenger expressly waives any claims against Peru Tours LLC for such changes. Passenger should provide a phone number or e-mail to contact him during the trip and an emergency number as is required in the authorization form signed.

SUGGESTED TIPPING: Tour Conductor (may or may not act as a guide): \$5 to \$7 per person per day Driver (Provides chauffeur services and limited assistance with luggage) : \$2 per person per day Local Guide (Offers in-depth information at specific locations. There may be one or many guides along a tour program): \$4 per person per day of sightseeing. Hotel Porters (usually included) 50¢ per bag per person. Wait staff: 10% of meal. Chamber maid: \$1.00 per person per day.

NON-OPERATION OF ESCORTED TOUR: Voluntary cancellations due to political instability, strikes, acts of terrorism, government intervention or US State Department warning will not be refundable, provided the program is deemed (by Peru Tours, LLC) able to continue. Should Peru Tours, LLC elect to cancel a departure for any of these reasons, every effort will be made to obtain refunds from suppliers, however no guarantees can be provided on their behalf. Also, Peru Tours, LLC will not be held responsible for any costs relating to the issuance and/or cancellation of airline tickets or visa fees or any other services.

TRAVELERS WITH DISABILITIES: Tour participants requiring any form of assistance are required to notify Peru Tours, LLC in writing at the time of reservation, and must be accompanied by an individual responsible for providing those services. Tour managers, guides, drivers or other tour, hotel, ship personnel are not able to provide such assistance. Due to space limitations, wheelchairs and walkers cannot be taken aboard motor coaches and certain destinations. Peru Tours, LLC reserves the right to remove any person from a tour who has not provided the required notification and has not received written confirmation from Peru Tours, LLC. All related expenses, including those to return home, will be borne by the passenger.

GROUP HARMONY: To ensure the desired group synergy, Peru Tours, LLC reserves the right to accept, reject or expel any individual who is deemed disruptive or incompatible with the interests of the group. All expenses to do so will be borne by the passenger.

HEALTH REQUIREMENTS: Please check with your healthcare provider for up-to-date requirements for travel to Peru. It is important to note that Cusco is at high altitude (11,000 feet) as is Machu Pichu (8500ft) and the Sacred Valley (5500ft) and certain travelers experience adverse effects due to the altitude. Individuals with heart disease, chronic illness, physical handicap, advanced pregnancy, or mental illness should not participate in these rigorous travel programs. It is highly recommended that those passengers 65 years or older obtain their doctor's permission prior to travel to Peru.

PASSPORTS AND VISAS: Passengers are responsible for ensuring that they have the proper travel documents and **MUST CHECK** with the respective consulate(s) or visa agency to determine whether any visas are required. Any information provided pertains to U.S. citizens only. Passports are required. Peru Tours LLC is not responsible for providing the passenger with this information.

TRAVEL PROTECTION & INSURANCE: Personal emergencies affecting your (or your traveling companions') travel plans, which occur after payment has been made may increase the cost of your trip. We therefore highly recommend the purchase of comprehensive trip insurance. Peru Tours, LLC has a relationship with Travel Guard: 1-800-826-3000. Client code: 110201 or by calling 1-800 487-4722 and mentioning Peru Tours, LLC (id 5765). Please note that all travel insurance must be purchased within 2 weeks of payment of the package from us. Please also review carefully the terms of your policy as many policies are very restrictive and limited to cancellations due to emergencies not related to pre-existing conditions. Also please note that if you fall ill in country, such illness should be certified by a doctor to facilitate insurance payments.

REFUNDS, AFTER DEPARTURE: All requests for refunds must be made in writing and most refunds are received no later than 30 days after the return of the tour. However, some suppliers issue refunds as a credit to be used for future trips, if this is the case, the refund will be used once the credit has been used by Peru Tours LLC. Refunds are subject to a processing fee of \$150 plus any hotel and/or supplier charges incurred. Claims for unused services should be substantiated in writing by passenger. Processing will take from six to eight weeks up to four months from the date

Peru Tours, LLC receives relevant documents. There will be no refunds for unused package tour services or features, including missed transfers due to airline changes and/or missed flights, unused meals, missed sightseeing tours, unused entrance fees, and accommodations. For the avoidance of doubt, no refund will be available if the passenger suffers any sickness before or during the trip or is otherwise unable or unwilling to participate in any part of the tour package. No terms set forth in this brochure may be changed by anyone other than an authorized representative of Peru Tours, LLC and must be documented in writing. Peru Tours, LLC is not obliged to guarantee promises (written or verbal) made by local hotel staff, tour guides, or any other persons not under direct employ of Peru Tours, LLC. However, Peru Tours, LLC works very hard to refund any monies legitimately owed to our clients.

URGENT MEDICAL ASSISTANCE: While it is not our legal obligation to assist in the event of a medical emergency, Peru Tours, LLC uses its best efforts to assist its passengers during this time of great need. However, the passenger must be fully responsible for all expenses associated with both the patient care and any additional expenses incurred by Peru Tours, LLC in the process of managing the medical issue. Peru Tours will use its best efforts to contact a relative or other authorized party to approve expenses, but the passenger expressly agrees that any expense incurred by Peru Tours during or related to an adverse medical event to the passenger, is hereby authorized and shall be paid by the passenger's credit card previously provided to the company in the signed authorization form attached to this document. Peru Tours, LLC agrees to provide all related receipts and medical reports to substantiate any charges.

RESPONSIBILITY: Peru Tours, LLC and its representatives abroad act only as independent contractors acting on behalf of neither the customer nor the suppliers and principals. All exchange orders, coupons, and tickets are issued subject to the terms and conditions under which such means of transportation, accommodations, and other services are offered or provided. The issuance and acceptance of such documents shall be deemed to be consent to the further conditions. Peru Tours, LLC Travel does not own nor operate the hotels, motor coaches, airlines, cruise lines, or any other service providers which compose their tours, and will not be held responsible for changes and/or cancellations for any reason by airlines, hotels or cruise ships.

A) The Travel Agent and/or Tour Operator, Peru Tours, LLC, shall not be in any way liable for injury, damage, loss, accident, delay, or irregularity in any vehicle, or through the act of default of any company, or person engaged in conveying passengers, or of any hotel proprietor, personnel, servant or any other person otherwise in connection therewith.

B) Peru Tours, LLC shall not be held responsible for potential risks and hazards associated with travel to destinations included in this brochure, where injury, delay, or unanticipated events may occur. Peru Tours, LLC shall not assume responsibility for standards of quality, hygiene, political stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment, or medical services found in these destinations. Travel to these areas may entail risks including but not limited to the hazards of traveling in politically unstable areas, civil disturbances, war, and arbitrary changes mandated by government authorities or private concerns. It is the responsibility of the passenger(s) to check with the U.S. State Department, Consular Information, http://travel.state.gov/travel_warnings.html for any current advisories and updates to the destinations on their itinerary. Peru Tours, LLC shall be held harmless from any and all liability in connection with the foregoing.

C) Peru Tours, LLC cannot accept responsibility for loss or expense due to delay or changes in transportation schedule or other causes.

D) Each exchange voucher and ticket is to be regarded as one contracted by or on behalf of the particular company or person named on it.

E) Arbitration. Any and all disputes concerning this contract, the brochure or web site, or your trip shall be resolved solely and exclusively by binding arbitration according to the then current rules of the American Arbitration Association in Washington, DC, and any such arbitration must take place in Washington, DC. In any such arbitration, the substantive law of Virginia will apply.

F) The Airlines and Rail Companies concerned are not to be held responsible for any omission or events during the time passengers are not aboard their ship, plane, or conveyance. The passage contract in use by the Steamship company and the Airline concerned, when issued, shall constitute the whole contract between the Steamship companies, the Airlines, and the Purchaser of these tours and/or the passengers. The Travel Agent and/or Tour Operator and Peru Tours, LLC do not assume responsibility for airlines, cruises, or hotels overbooking, cancellations, or delays.

USE OF WEB SITE: WWW.MAGICALCUZCOTOURS.COM

Agreement between Customer and Peru Tours, LLC: www.magicalcuzcotours.com is offered to you, the customer, conditioned on your acceptance without modification of the terms, conditions, and notices contained herein. Your use of www.magicalcuzcotours.com constitutes your agreement to all such terms, conditions, and notices.

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Links to Other Web Sites: www.magicalcuzcotours.com may contain hyperlinks to web sites operated by parties other than Peru Tours, LLC. Such hyperlinks are provided for your reference only. Peru Tours, LLC does not control such Web sites and is not responsible for their contents.

NOT INCLUDED: In any of our proposals, items of personal nature such as international and domestic phone calls made from the hotel rooms, laundry, wines, mineral water, beverages, coffee, tea, food other than the meals outlined in your proposal, passport and visa fees, insurance, and foreign port or departure taxes (approx. \$28 for international/ \$7 domestic in Peru).