

RBA GOLF, LLC TERMS AND CONDITIONS FORM
RETURN WITHIN 24 HOURS!

IMPORTANT: The following terms and conditions set forth the contract between the Traveler and RBA and each Traveler is advised to read these terms and conditions carefully. This contract must be signed and returned to RBA immediately upon receipt of Traveler's deposit, but not later than 24 hours, to guarantee a reservation on _____.

The term RBA shall mean RBA Golf, LLC and Rosie Jones Golf Getaways and shall include any affiliates, servants, agents, and/or employees, in connection with any service related to, arising from, or in any way connected with the travel and tour, including but not limited to all booking(s), transportation, lodging, and any other activities which arise from and/or in connection with the travel and/or tour. The term Traveler shall mean the party making the reservation as well as all parties and/or individuals for whom the reservation is made, who must also sign this contract to ensure their reservation is confirmed and by signing below certify that each is at least 21 years of age. The term Traveler shall also signify all assignees, subrogees, heirs and successors in interest. In signing this Travel Contract, Traveler acknowledges and agrees to the following:

1. RBA acts as an agent for Traveler in arranging the travel and tour. Travel and tour as that term is used in this contract, includes but is not limited to, all air transportation, land transportation, water transportation, accommodations, and activities arranged by or in any way connected with RBA. The travel and tour operations are performed by third parties who RBA does not control or supervise, or act in concert with. Traveler agrees RBA is not responsible and shall not be liable for any delay, loss, injury, sickness, or damage, cost or expense whatsoever arising from any act or omission or failure in performance of any such third party. Traveler further acknowledges that photos and/or videotapes may be made by or on behalf of RBA during the travel and tour for promotional purposes. If Traveler desires to be excluded from such photos and/or videotapes, Traveler must notify RBA in writing at the time this contract is presented to RBA, in which case RBA shall make reasonable efforts to exclude Traveler from the photos and/or videotapes.

2. Golf course(s), carrier(s), resort(s), activities operator(s), tour agent(s), tour operator(s), and other such third parties may issue their own contract(s), and RBA is hereby expressly authorized to enter into and/or accept such contract(s) on Traveler's behalf. The performance of any transportation and/or services undertaken by any carrier(s), resort(s), hotel(s), shore excursion(s), operator(s), tour agent(s), and/or tour operator(s) in connection with the travel and tour shall be the sole and exclusive responsibility of the said carrier(s), resort(s), hotel(s), golf course(s), tour agent(s) and/or tour operator(s), as the case may be. In arranging the travel and tour and in performing any related services, RBA makes no warranties nor representations to Traveler whatsoever, and in any event shall not be liable for any delay, cancellation, change in itinerary, or variation from schedule or advertised services, or loss or damage arising from any cause whatsoever.

3. Any controversy or claim arising out of or relating in any way to this contract, including any claim for personal injury or loss, delay, sickness or damage whatsoever arising there from, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof, subject to the venue and choice of law provisions set forth in Paragraph 4 hereinafter. Traveler further agrees that any claim, suit, cause of action, or legal proceeding whatsoever that is commenced against any golf course(s), carrier(s), resort(s), hotel(s), tour agent(s), and/or tour operator(s) by or on behalf of Traveler shall also be subject and settled by arbitration in accordance with the foregoing, if RBA is named as a co-defendant, cross-defendant, or made a party in any capacity whatsoever in said suit. In such case this arbitration provision shall be for and inure to the benefit of said carrier(s), resort(s), hotel(s), golf course(s), tour agent(s), and/or tour operator(s).

4. Traveler acknowledges and agrees this contract shall be subject to and interpreted in accordance with the laws of the State of Georgia to the exclusion of any other laws of any state or nationality. Traveler further acknowledges and agrees that any controversy or claim arising out of or relating to this contract, including but not limited to any arbitration proceeding and/or any suit to enter judgment upon an arbitration award, as well as any other suit or legal proceeding whatsoever, shall only be commenced and prosecuted within the State of Georgia to the exclusion of any other state, territory, or other venue whatsoever.

DISCLAIMER OF LIABILITY: RBA makes no representations, warranties, or guarantees as to the content, timing, itinerary, duration or amenities of the travel and tour hereof or any travel or activities arising from or related to said travel and/or tour. Traveler acknowledges and agrees that RBA shall not be liable for any loss, damage, cost, or expense whatsoever for any failure of performances, improper act or any omission to act by RBA, in connection with or in any way related to the travel and/or tour, including but not limited to all booking(s), transportation, lodging, and/or any activities whatsoever which arise from and/or in connection with the travel and/or tour. Traveler agrees to indemnify RBA for any claims, suits, causes of action and/or legal proceedings whatsoever brought by or on behalf of any carrier(s), resort(s), shore excursion operator(s), resort(s), tour operator(s), tour agent(s), tour operator(s), golf course(s) and other such third parties arising from any claim, suit, cause(s) of action, or other legal proceedings commenced by or on behalf of Traveler against such third party(ies).

PAYMENT SCHEDULE (PER PERSON)

Initial Deposit: \$250 NON-REFUNDABLE
Balance to be paid in agreed monthly payments* due the 15th or last day of each month for check or credit card payments or on the 12th or 27th day of each month for ACH payments, based on the date of invoice

CANCELLATION FEE (PER PERSON)

180 days or more prior to the trip date: \$500 per person
90-179 days prior to the trip date: 50% of total trip cost
0-89 days prior to trip date: 75% of total trip
0-59 days prior to trip date: 100% - NON REFUNDABLE

OTHER FEES

\$75 per person Name Change fee (NOT available for Primary name on reservation)
\$50 per person for payment plan changes
\$24 late fee for payments received 10 days late
\$25 NSF Check Fee

Reservation subject to cancellation for non-payment according to agreed upon terms. All vacation extensions non-refundable except as noted in brochure
* For each monthly payment, an Administrative fee of \$5 per person will be charged for each auto debit payment, or \$10 per person for credit cards and checks.

When paying an initial deposit in an amount other than \$250, standard non-refundable fees still apply as outlined above. For reservations on payment plans, account must be paid in full 60 days prior to scheduled date of departure or reservation is subject to cancellation. A fuel surcharge may be or become due and Traveler agrees to pay such charges and fees upon demand. Non discountable amount (NDA), which includes gratuities**, is not included in the advertised fare. This amount is not subject to any promotional discounts and is subject to change without notice. Please note that a cancellation is not effective until it is received in writing at the RBA offices at _____. Resale of reservations/tickets is not permitted. Failure to return signed Terms & Conditions form, ACH Form and/or Credit Card Authorization form may result in cancellation with no refund.

Traveler agrees to furnish e-mail address and will receive e-mail communications from RBA unless RBA is notified in writing that e-mail communications are not desired, or unless customer does not have e-mail access.

SIGNATURE/AUTHORIZATION – To be signed by each Traveler

I have read, understand and agree to the terms. liability, responsibility, payment schedules, deposit policy, cancellation policy, and video/photographic release as written above. I have been offered travel insurance and trip cancellation insurance by RBA and/or my travel agent. This contract is enforceable by the laws of Georgia. Traveler acknowledges and understands that itineraries and schedules are subject to change with or without notice. RBA strongly recommends that Traveler purchase travel insurance to cover such contingencies.

Print Name #1: _____ Contact ID: _____

Print Name #2: _____ Contact ID: _____

Signature #1: _____ Date: _____

Signature #2: _____ Date: _____

Social Security #: _____ - _____ - _____

Social Security #: _____ - _____ - _____

_____ I decline to purchase travel insurance as suggested by RBA

_____ I decline to purchase travel insurance as suggested by RBA

_____ I will purchase travel insurance as suggested by RBA

_____ I will purchase travel insurance as suggested by RBA

Please sign and return to: RBA Golf, LLC, _____