

TERMS AND CONDITIONS FOR A LAND/AIR PACKAGE

(Please read carefully before you send a deposit or payment)

DEPOSITS, PAYMENTS, CANCELLATIONS, REFUNDS:

The deposit to book your land/air package is non-refundable. The non-refundable deposit is \$500 (five hundred U.S. dollars) per travel participant. Full payment for the land/air package is due 60 days before commencement of your trip. In the event of a no show, the total land/air package would be forfeited. Payments are non-refundable within 30 days of commencement of your land/air package. Payments by personal check, cashier's check, or money order should be made payable to "Agencia Via Cuba". No debit/credit card payments accepted.

For group trips, in the event of the reduction of group size, depending on the reduction, a higher price per participant will apply. Corresponding deposits of cancelled passengers are non-refundable and non-transferable. This price difference should be paid before commencement of the trip.

The land/air package must be cancelled by written notification only. The cancellation notification must be received by e-mail, fax, or certified mail to Agencia Via Cuba. Agencia Via Cuba will refund the land/air package portion cost minus the affixed deposit if cancellation is received by Agencia Via Cuba, 31 days or more before commencement of land/air package. If this is the case, a refund will be promptly paid to the passenger upon cancellation.

Agencia Via Cuba reserves the right to cancel, as its sole option, any portion or the totality of the land/air package. In the event of this type of situation, a refund will be remitted to the travel participant of the portion of the land/air package cancelled within 10 business days of the cancellation date.

RESERVATION CHANGES:

A \$50 (fifty U.S. dollars) per participant administrative fee will be charged for any changes made on the land/air package 30 natural days prior to the commencement of the services. Agencia Via Cuba will do its best to accommodate to the travel participant's request subject to availability of services, class of services and price change, if any.

DOCUMENTS:

Travel documents are issued 14 days prior to departure. The travel participant is fully responsible to obtain all travel documents including, but not limited to, passport, entry visa if applicable, and other necessary documents.

RESPONSIBILITY:

Agencia Via Cuba through independent third party companies arranges for services offered in connection with a land/air package such as, but not limited to, hotel rooms, ground and air transportation, and other services. Agencia Via Cuba, its agents, directors, officers, and employees are not liable for any claims, actions, injuries, or expenses arising from acts or omissions made by the providers at the destination or in transit to the destination. The travel participant hereby signing or making any payment for a land/air package agrees to these "Terms and Conditions for a Land/Air Package." In addition, the travel participant renounces to any claim against Agencia Via Cuba as a result of the services provided by any third party company. In addition, if any claim should be made for the services provided, the travel participant should make this claim directly to the third party company providing the services, making Agencia Via Cuba harmless of any claim made.

INSURANCE:

Agencia Via Cuba highly recommends to the travel participant to acquire travel insurance. In the event of any emergency, cancellation or interruption of land/air package the travel participant is responsible to resolve any issue arising from the emergency, cancellation or interruption. Agencia Via Cuba is not responsible to provide any refund in the event of any emergency, cancellation or interruption of land/air package to the travel participant.

AIRFARE SPECIAL CONDITIONS:

Any airfare arranged by Agencia Via Cuba is subject to exclusive terms and conditions provided by the air carrier company. These special terms and conditions are solely provided and managed by the air carrier company. Airfares and air itineraries are non refundable and subject to change without prior notification. Any changes requested by the travel participant may include a fee change, airfare difference, or loss of the previous airfare purchased. In addition, Agencia Via Cuba will affix a \$50 (fifty U.S. dollars) processing fee to coordinate the changes with the carriers.

ACCEPTANCE OF TERMS AND CONDITIONS:

The deposit or any payment made by the travel participant or any person or entity on behalf of the travel participant constitutes acceptance by the travel participant of the terms and conditions herein indicated even in the case the Terms and Conditions for Land/Air Package document is not signed by the travel participant.

Travel participant signature: _____ Date: _____

Travel participant name as it appears on passport: _____ Date of birth: _____

Agencia Via Cuba is an authorized travel service provider under the control of the U.S. Department of Treasury.

8419 Florence Ave. Suite C, Downey CA 90240 Tel: 323-587-0611 Fax: 323-587-0818 E-mail: agenciaviacuba@aol.com

CST 2098415-40. California law requires certain sellers of travel to have a trust account or a bond. This business has a trust account.

AGENCIA VIA CUBA
8419 Florence Ave Suite C
Downey CA 90240
323-587-0611
www.agenciaviacuba.com

TRAVEL AFFIDAVIT- General/Specific Licenses

I understand that, travel transactions related to Cuba must be directly incident to one of the self-authorizing general license purposeful travel categories or travel authorized under the auspice of a specific license granted on a case-by-case basis. Under current US travel restrictions with respect to Cuba, travel-related transactions are prohibited except for the following categories & that by signing my name at the bottom of this Affidavit, I declare that I fall under the category I have checked below.

1. FAMILY VISITS

- 515.561 (a). I am traveling to visit a close relative in Cuba, who is (i) a Cuban national, (ii) related to me by blood, marriage, or adoption and (iii) is no more than three generations from me or from a common ancestor, or
- 515.561 (a). I share a common dwelling as a family with a generally licensed family traveler authorized under above, and I am accompanying the licensed traveler on a family visit.
- 515.561 (a). I am visiting a close relative, who is a U.S. Government employee assigned to the U.S. Interests Section in Havana, or
- 515.561 (a). I share a common dwelling as a family with a generally licensed family traveler in 6(a) above, and I am accompanying the licensed traveler on a family visit.
- 515.561 (a). I am a person located in Cuba pursuant to full time educational activities pursuant to CFR 515.565 (a) (1) through (4) provided the authorized traveler will be in Cuba for more than 60 days.

2. OFFICIAL BUSINESS OF THE U.S. GOVERNMENT, FOREIGN GOVERNMENTS, & CERTAIN INTERGOVERNMENTAL ORGANIZATIONS

- 515.562. I am an employee, contractor or grantee of the United States government or any foreign government or a representative of an international organization of which the United States is a member, and I am traveling on official business of my government or intergovernmental organization.

3. JOURNALIST ACTIVITIES

- 515.563. I am traveling to Cuba directly to engage in journalistic activities in Cuba. I am regularly employed as a journalist by a news reporting organization, or I am regularly employed as supporting broadcast or as a technical person or a freelance journalist with a record of previous journalistic experience working on a freelance journalistic project or broadcast or technical personnel with a record of previous broadcast or technical experience and whose schedule of activities in Cuba does not include free time or recreation in excess of that consistent with a full time schedule.

4. PROFESSIONAL RESEARCH

- 515.564(1). I am a full-time professional whose travel transactions are directly related to my profession, professional background, or area of expertise, including area of graduate – level full-time study. My research in my full-time professional area will comprise a full work schedule in Cuba and I will not engage in recreational travel, tourist travel, travel in pursuit of a hobby, or research for personal satisfaction only.

5. PROFESSIONAL MEETINGS OR CONFERENCES

- 515.564(2). I am a full-time professional whose travel transactions are directly related to attending a professional meeting or conference in Cuba, which directly relates to my profession, professional background or area of expertise, including area of graduate level full-time study; for which the purpose of the meeting or conference is not to promote tourism in Cuba and whose schedule of activities does not include free time or recreation in excess of that consistent with a full time schedule of attendance at professional meetings or conferences.

6. EDUCATIONAL ACTIVITIES – CFR 515.565

- General license for educational activities**
- 515.565(a). I am a faculty member, staff person, or student of an academic institution (the "University"), and my travel is incident to (1) participation in a structured educational program in Cuba as part of a course offered for credit by the undergraduate or graduate degree granting academic institution that is sponsoring the program, (2) non-commercial academic research in Cuba specifically related to Cuba and for the purpose of obtaining a graduate degree, (3) participation in a formal course of study at a Cuban academic institution, which will be accepted for credit toward a graduate or undergraduate degree, (4) teaching at a Cuban academic institution by a person, who is regularly employed in a teaching capacity at the University, (5) organization of, and preparation for, educational activities authorized in the Regulations, (6) educational exchanges sponsored by Cuban or U.S. secondary schools involving secondary school students participation in formal course of study or in a structured educational program offered by a secondary school or other academic institution and led by a teacher or other secondary school official, (7) Sponsorship or co-sponsorship of noncommercial academic seminars, conferences, and workshops related to Cuba or global issues involving Cuba and attendance at such events by faculty, staff and students of a participating U.S. academic institution.
General license for people-to-people travel.
- 515.565 (b). I am traveling to Cuba directly incident to educational exchange not involving academic study pursuant to a degree program and my travel (1) takes place under the auspice of an organization that is a person subject o the U.S. jurisdiction and that sponsors such exchanges to Cuba to promote people-to-people contact; (2) the travel is for the purpose of

engaging while in Cuba in a full time schedule of activities intended to enhance contact with the Cuban people, support for civil society, or promote the Cuba people's independence from the Cuban authorities; (4) an employee, paid consultant or agent of the sponsoring organization is accompanying the group travel to ensure that each traveler has a full time schedule of educational exchange activities, and (5) the predominant portion of the activities to be engaged in will not be with individuals or entities acting for or on behalf a prohibited member of the Cuban communist Party, as defined by 31 CFR 515.338

7. RELIGIOUS ACTIVITIES IN CUBA

- 515.566 I am a person subject to the U.S. jurisdiction, including religious organizations located in the U.S. and members and staff of such organizations, traveling to Cuba directly incident to engaging in a schedule of full time religious activities in Cuba.

8. PUBLIC PERFORMANCES, CLINICS, WORKSHOPS, ATHLETIC & OTHER COMPETITIONS & EXHIBITIONS

General license for amateur/semi-professional international sports federation competitions

- 515.567(a) I am a person whose travel to Cuba is directly incident to athletic competition by amateur or semi-professional athletics or athletics teams traveling to participate in athletic competition in Cuba provided that (1) the competition is held under the auspices of the international sports federation for the relevant sport; (2) the U.S. participants are selected by the U.S. federation for the relevant sport; (3) the completion is open to the public
General license for public performances, clinics, workshops, other athletic completion or non-athletic competitions and exhibitions

- 515.567(b). I am a person whose travel to Cuba is directly incident to participation in a public performance, clinic, workshop, non athletic competition or other athletic competition not covered by (a) above provided that: (1) the event is open to for attendance and in relevant situations participation by the Cuban public; (2) all U.S. profits from the event after the costs are donated to an independent non governmental organization in Cuba or a U.S. based charity, with the objective of promoting people –to-people contacts or otherwise benefiting the Cuban people; and (3) any clinics or workshops in Cuba must be organized and run at least in part, by the authorized traveler

9. SUPPORT FOR THE CUBAN PEOPLE

- 515.574 I am a person whose travel to Cuba is directly incident to promoting independent activity intended to strengthen civil society in Cuba and the schedule of activities does not include free time or recreation in excess of that consistent with a full time schedule

10. HUMANITARIAN PROJECTS

- 515.575 I am a person whose travel to Cuba is directly related to the humanitarian projects in or relation to Cuba that are designed to directly benefit the Cuban people set forth in paragraph (b) of CFR 515.575

11. ACTIVITIES OF PRIVATE FOUNDATIONS/RESEARCH/EDUCATIONAL INSTITUTIONS

- 515.576 I am a person whose travel to Cuba is directly incident to activities by private foundations or research or educational institutions with an established interest in international relations to collect information related to Cuba for non-commercial purposes.

12. EXPORTATION & REEXPORTATION OF CERTAIN INTERNET-BASED SERVICES

- 515.578 I am a person whose travel to Cuba is directly related to the exportation or re-exportation, directly or indirectly, from the United States or for services incident to the exchange of communications over the internet, provided that it is not for promotion of tourism and domain name registration services.

13. TRANSACTIONS RELATED TO INFORMATION & INFORMATIONAL MATERIALS

- 515.545 I am a person whose travel to Cuba is directly incident to exportation, importation, or informational materials as defined by CFR 5151.332 provided that the schedule of activities does not included free time or recreation in excess of that consistent with a full time schedule

14. CERTAIN EXPORT TRANSACTIONS

- 515.533 I am a person whose travel is directly incident to the conduct of market research, commercial marketing, sales negotiation, accompanied delivery, or servicing in Cuba of items consistent with the export or re-export licensing policy of the Department of Commerce (DOC) provided that the schedule of activities does not included free time or recreation in excess of that consistent with a full time schedule

15. Specific License

- I have a specific license from OFAC, which was issued prior to my trip. My OFAC license number is _____

Name: _____ Address: _____

Date of Birth: _____ Phone Number: _____

I certify that the above information is true and correct.

Signature: _____ Date: _____