

TERMS AND CONDITIONS FOR A LAND PACKAGE

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

DEPOSITS, PAYMENTS, CANCELLATIONS, REFUNDS:

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

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 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 package portion cost minus the affixed deposit if cancellation is received by Agencia Via Cuba, 31 days or more before commencement of land 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 package. In the event of this type of situation, a refund will be remitted to the travel participant of the portion of the land package cancelled within 10 business days of the cancellation date.

RESERVATION CHANGES: A \$50 per participant administrative fee will be charged for any changes made on the land package 30 natural days prior to the commencement of the services.

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. All passports/ resident cards must have 6 months validity from the date of travel.

RESPONSIBILITY: Agencia Via Cuba through independent third party companies arranges for services offered in connection with a land 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 package agrees to these "Terms and Conditions for a Land 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 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 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 package to the 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. Any changes requested by the travel participant may include a change fee, airfare difference, or loss of the previous airfare purchased. In addition, Agencia Via Cuba will affix a \$35 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 Package document is not signed by the travel participant.

Name of sponsoring organization: _____

X _____ Date: _____
(Responsible party: signature)

X _____
(Responsible party: print name)

Minimum number of participants: _____

Travel date: _____

TRAVEL DATE: _____

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CST: 2098415-40

TRAVEL AFFIDAVIT - General/Specific Licenses

Travel transactions related to Cuba must be directly incident to one of the OFAC authorized general license categories or under the auspice of a specific license granted on a case-by-case basis. Under current U.S. travel restrictions with respect to Cuba, for any U.S. citizen, U.S. resident or anyone under U.S. jurisdiction, travel related transactions are prohibited except for the following categories. The person signing declares that he/she falls under the category checked below.

- ___ 1) FAMILY VISITS-(515.561)
- ___ 2) OFFICIAL BUSINESS OF THE U.S. GOVERNMENT, FOREIGN GOVERNMENTS, AND CERTAIN INTERGOVERNMENTAL ORGANIZATIONS- (515.562)
- ___ 3) JOURNALISTIC ACTIVITY-(515.563)
- ___ 4) PROFESSIONAL RESEARCH AND PROFESSIONAL MEETINGS-(515.564)
- ___ 5) EDUCATIONAL ACTIVITIES-(515.565a) *faculty member, staff, or student of an academic institution for credit in connection with degree.*
- ___ 6) EDUCATIONAL ACTIVITIES-(515.565b) *people-to-people. Applies only to those whom completed at least one travel related transaction for that particular trip prior to June 5, 2019.*
- ___ 7) RELIGIOUS ACTIVITIES-(515.566)
- ___ 8) PUBLIC PERFORMANCES, CLINICS, WORKSHOPS, ATHLETIC AND OTHER COMPETITIONS, AND EXHIBITIONS-(515.567)
- ___ 9) SUPPORT FOR THE CUBAN PEOPLE-(515.574)
- ___ 10) HUMANITARIAN PROJECTS-(515.575)
- ___ 11) ACTIVITIES OF PRIVATE FOUNDATIONS OR RESEARCH OR EDUCATIONAL INSTITUTES-(515.576)
- ___ 12) EXPORTATION, IMPORTATION OR TRANSMISSION OF INFORMATION OR INFORMATIONAL MATERIALS-(515.545)
- ___ 13) CERTAIN EXPORT TRANSACTIONS-(515.533)
- ___ 14) SPECIFIC LICENSE-OFAC LICENSE NUMBER: _____
- ___ 15) CUBAN NATIONAL AND RESIDENT OF CUBA-(515.571)

TRAVEL TO CUBA FOR TOURISTIC PURPOSES IS PROHIBITED BY THE UNITED STATES

* An entire group does not qualify for the general license merely because some members of the group qualify individually.*

The traveler's schedule of activities does not include free time or recreation in excess of that consistent with a full-time schedule.

Each person relying on the general authorization in this paragraph must retain specific records related to the authorized travel transactions.

Retention: 5 years

*FOR ADDITIONAL INFORMATION, PLEASE GO TO WWW.TREASURY.GOV *

Name: _____ Date of Birth: _____

Address: _____

City, State, Zip: _____ Phone #: _____

Emergency Contact: (Name) _____ Phone #: _____

I certify and affirm under penalty of perjury, that to the best of my knowledge, the above information is true and correct.

Signature: _____ Date: _____