



GROUP DEPARTMENT TERMS AND CONDITIONS

Orlando Group Department
8415 South Park Circle, Suite #100
Orlando, FL 32819

Phone: (800) 220-0833
Fax: (407) 856-5627

Email: groupsales@southwestvacations.com

In order to efficiently and professionally service your group, a Group Travel Specialist will be assigned to your file. All updates/communication regarding your group reservation will be provided by your Group Travel Specialist. In the event that your Group Travel Specialist is not available, additional Southwest Airlines Vacations group representatives are available to assist you. The Terms and Conditions should be reviewed in detail, signed by the Travel Agent/Group Leader, and returned to the Southwest Airlines Vacations group department along with the corresponding group contract.

GROUP RESTRICTIONS

- All groups must maintain a minimum of 10 people and 5 rooms (air/hotel packages), 20 people and 10 rooms (land only packages), or 20 people and 5 vehicles (air/car packages). Any group that falls below the minimum requirement will be rebooked and re-priced to the current independent travel rates and assessed cancellation penalties.
- No new group reservations will be accepted within 30 days of departure date.
- Hotel close-outs affecting groups consisting of less than 10 rooms must have the traveler's names (as they appear on the government issued photo identification) at the time of notification. Any rooms without names will be returned to the hotel inventory.
- If the group falls below the Southwest Airlines Vacations minimum group requirements, reservations must be rebooked on an individual basis and are subject to the current rates, supplier availability, and penalties associated with the cancellation.
- Fare adjustments are not permitted on guaranteed air fare for group travel. Seats may not be increased on the original contract after initial quote and deposit. Requests for additional seats (minimum of blocks of 10 passengers) will be priced at the current available rate.
- All air transportation is subject to the Southwest Airlines published Contract of Carriage.

GROUP PRICING AND POLICIES

Per Person Deposit: \$100.00 per person deposit is due by the end of the next calendar day.

Per Person Final: Due in the Southwest Airlines Vacations Group Department's office at least 60 days prior to the departure date.

For reservations booked within 59 -30 days prior to departure, a signed contract, full payment, and complete passenger name list (in typed form) is due immediately at the time of reservation. Blocked space will be released if the contract, payment, and name list are not received by 3:00pm ET on the day of booking.

Travel Agency checks will not be accepted for payment within 60 days prior to the departure date. If a booking is made 59 -30 days prior to the departure date, full payment is due at time of booking with a credit card.

All group payments (except credit card payments) should be made payable to Southwest Airlines Vacations and mailed to:

Overnight Payments:
Southwest Vacations
Attn: Revenue Accounting (Groups)
8969 North Port Washington Road, Milwaukee, WI 53217
Telephone Number (required): 414-351-3553

Standard Mailing Address:
Southwest Vacations
Attn: Revenue Accounting (Groups)
P.O Box 1460
Milwaukee, WI 53201-1460

- **PRELIMINARY ROOMING LIST:** Preliminary rooming list (in typed form, as the names appear on the government issued photo identification, and listing the ages of travelers under 21 years old) and all room requests are due with the \$100.00 per person deposit payment.
- **FINAL ROOMING LIST:** Final rooming list (in typed form, as they appear on the government issued photo identification, and listing the ages of travelers under 21 years old) and all final room requests are due with final payment 60 days prior to departure.
- Any unpaid air fare tickets will be released 45 days prior to the departure date and the rate will be forfeited. Air tickets are **NON-REFUNDABLE** once ticketed and/or within 45 days prior to departure date.
- Rates for packages which include a vehicle rental do not include gasoline, taxes, optional insurance, Collision Damage Waiver (CDW), underage driver charges, or airport fees. These items are payable to the car rental company at the time of rental car pick-up. All authorized drivers must be 21-25 years of age or older (based on car rental company restrictions). A valid driver's license and major credit card listed in the driver's name are required at the time of rental car pick-up.
- Southwest Airlines Vacations packages are restricted to use by leisure travelers and may not be used by individuals attending conventions. The hotels reserve the right to refuse check-in for anyone who appears on any convention attendee roster.
- Credit card payments will only be accepted when accompanied by a completed Credit Card Authorization Form. Cashier's Checks, Certified Checks, and Money Orders are also acceptable forms of payment. Personal, business, and company checks will not be

accepted for payment.

- Southwest Airlines Vacations reserves the right to release airline seat blocks, accommodations, and features if terms outlined in this contract are not met by the customer.
- Southwest Airlines Vacations reserves the right to re-invoice your reservation should an error be made in computing your package price.
- Southwest Airlines Vacations reserves the right to limit the amount of air and hotel space available on any given departure.
- Southwest Airlines Vacations reserves the right to cancel the air contract with the direct air carrier for any reason whatsoever including: (a) Group's failure to make any payment as prescribed; (b) Group's failure to comply with scheduled air regulations; or, (c) prohibitive market conditions and/or operational costs. It is the Travel Agent/Group Leader's responsibility to notify its group participants in writing of any cancellation. If Southwest Airlines Vacations is unable to provide space in the specified hotel due to discontinuance of program, termination of Hotel Participation Contract, or Act of God, Southwest Airlines Vacations shall use commercially reasonable efforts to secure space of equal or greater quality and advise the Travel Agent/Group Leader thereof, or refund any amounts paid to Southwest Airlines Vacations by the Travel Agent/Group Leader. Southwest Airlines Vacations shall not be liable for the Travel Agent/Group Leader's expenses or other costs involved in participant handling.

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GROUP CANCELLATIONS, REVISIONS AND FEES

- All revisions must be submitted in writing either via email (groupsales@southwestvacations.com) or fax (407) 856-5627. Revisions will only be accepted from the Travel Agent/Group Leader associated with the contract.
- Penalties begin as soon as the deposit is placed on the reservation. Standard cancellation parameters and penalties outlined may be more restrictive on holiday and specialty packages, (i.e. New Year's Eve). No refunds will be made for special events, or other features such as tickets or passes.
- "Name Revisions" consist of the modification of 1 or 2 letters (i.e. Michael Smith to Mychael Smith). "Name Cancellations" consist of a complete passenger name change (i.e. John to Matt or John Smith to Matt Johnson).

Days from departure	Revisions	Cancellations
8 days or more	<ul style="list-style-type: none"> ▪ \$100.00 per name revision. 	<ul style="list-style-type: none"> ▪ \$100.00 per complete name / cancelled passenger. ▪ In addition to penalties, passenger is responsible for paying any increase in air fare. ▪ Air tickets must be returned to Southwest Airlines Vacations' Groups department (via trackable means, such as UPS or FedEx).
7 – 4 days	<ul style="list-style-type: none"> ▪ \$100.00 per name revision. 	<ul style="list-style-type: none"> ▪ \$100.00 per complete name change / cancelled passenger. ▪ In addition to penalties, passenger is responsible for paying any increase in air fare. ▪ If name change is made, air ticket must be exchanged at the airport prior to departure.
3 days or less	<ul style="list-style-type: none"> ▪ No name revisions allowed. ▪ Air tickets are completely nonrefundable, non-exchangeable, non-transferable. Traveler must re-purchase a new air ticket at their own expense. 	<ul style="list-style-type: none"> ▪ No name revisions allowed. ▪ Air tickets are completely nonrefundable, non-exchangeable, non-transferable. Traveler must re-purchase a new air ticket at their own expense.

- Feature and attraction revisions (once paid in full) are subject to supplier approval.
- Complete group cancellations, changes to the departure date, or changes in origin or destination of the package will result in the forfeiture of the \$100.00 per person deposit plus any applicable travel supplier penalties.
- Once the \$100.00 per person deposit is applied, travelers will have until 61 days prior to travel to reduce the number of passengers below the mandatory group requirements as stated by the supplier. Saturday and Sunday reductions must be requested by Friday, 3:00 pm ET or penalties will be assessed. The \$100.00 per person deposit for reduced passengers will be forfeited.
- Cancellations/Revisions to hotel accommodations, ground transportation, or features may result in a penalty, plus any applicable travel supplier penalties and/or additional costs associated with the modification.
- Package cancellations requested within 14 days of the departure date will become completely non-refundable. Additional supplier penalties may apply.
- Once any portion of the group vacation package has been used, any unused features or hotel nights are non-refundable.
- Adjustments of package pricing will not be made after deposits have been applied, nor shall any subsequent rate reduction be made retroactively.
- All fees are subject to change without notice.
- Prices are subject to change for events beyond the control of Southwest Airlines Vacations including, but not limited to: increases in fuel or establishment of surcharges, departure taxes, tariffs or passenger facility charges. Air fare pricing, flight routing, departure/arrival times, and/or dates of travel are not guaranteed until full payment is received in the Southwest Airlines Vacations Group Department's office and air fare has been ticketed.

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AIRLINE INFORMATION

- Airline tickets are non-refundable once ticketed and/or within 45 days from departure.
- Check-in begins four hours prior to departure at the Southwest Airlines ticket counter. Groups are eligible for online check-in with Southwest Airlines.
- Southwest Airlines Vacations will not assign individual seats/boarding section for group travel. Travelers can secure their boarding space in line by checking-in online 24-hours prior to departure.
- Valid government issued photo identification is required at check-in on the day of departure. It is the responsibility of the traveler to ensure validity of their identification.
- Please confirm all flights 24-hours prior to departure by contacting Southwest Airlines at (800) 435-9792. Customers who arrive late for check-in or “no show” for their flight will forfeit their entire air fare.
- Each ticketed passenger is allowed 2 complimentary pieces of checked luggage (baggage weight and size limits apply). Each ticketed passenger may take one carry-on item and one personal item. Contact Southwest Airlines (800-435-9792) to verify luggage dimension and weight restrictions. Baggage allowance and fees are subject to change.
- Damages, losses or pilferage must be reported to a Southwest Airlines representative at the airport within 4 hours of flight arrival.

HOTEL INFORMATION

- Name changes requested once a hotel has been set at a “close-out” status may not be honored and are at the discretion of the hotel.
- In the event of a hotel/supplier close-out group names will be due immediately upon request.
- Hotel room occupancy revisions are subject to supplier cancellation penalties, as well as current pricing and availability.

TRAVEL DOCUMENTS

- Southwest Airlines Vacations does **not** offer ticketless travel. Travelers must present their Southwest Airlines paper tickets at check-in.
- Group travel documents will be delivered to the Group Leader’s credit card holders billing address, unless travel documents will be delivered to a Travel Agency. In the event that documents are to be sent to an address other than the Group Leader’s or the Travel Agencies, authorization releasing all liability from Southwest Airlines Vacations must be received in writing. Additional procedures may apply.
- All group reservations will be charged a delivery fee of no less than \$15.00 for the mailing of documents (which include paper airline tickets) for standard US shipping. International documents shipped to Canada and Mexico will be charged a higher rate – the actual delivery cost will vary based on the destination and the weight of the package. If your documents require express or overnight shipping, your Group Travel Specialist will discuss express shipping options and pricing with you. Be advised that we are not able to ship documents to certain countries. Shipping is not available to Post Office boxes.
- NOTE: UPS/FedEx does not require signatures for delivery. The delivery will be left at the address if no one is available to sign.

GROUP REFUNDS

- Refund requests must be submitted in writing either via email (groupsales@southwestvacations.com) or fax (407) 856-5627. Refunds will only be accepted from the Travel Agent/Group Leader associated with the contract. A written refund request (subject to the penalties herein) must be submitted to Southwest Airlines Vacations no later than 30 days of the return date of travel or any payments and deposits shall be forfeited.
- No refunds will be issued for missed or unused airline flights, accommodations, or additional features. Refunds will not be issued for passengers denied boarding due to inability to present proper documentation or for any other reason.
- Air fare is non refundable.

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RESPONSIBILITIES OF SOUTHWEST AIRLINES VACATIONS

- Southwest Airlines Vacations is operated by The Mark Travel Corporation. Southwest Airlines Vacations is an independent contractor that arranges travel-related services for individual, family, and group travel. Southwest Airlines Vacations is neither an agent of the customer nor of those providing travel-related services, and does not in any manner directly provide nor does it own, operate or control accommodations, optional tours, transportation, meals or other travel-related services.
- Southwest Airlines Vacations shall not be liable for personal injury or property damage resulting from the acts, omissions or negligence of any person providing accommodations, optional tours, transportation, meals or other travel-related services.
- Southwest Airlines Vacations shall not be liable for any delayed departures, missed carrier connections, substitutions of accommodations or of common carrier equipment, termination of service, cancellation or double booking of reservations or tickets beyond its control and without notice.
- Southwest Airlines Vacations reserves the right to decline, to accept, or retain any person as a member of these vacations at any time for any reason whatsoever.
- **Hotel Taxes and Service Fees:** Southwest Airlines Vacations markets hotels under a “prepaid/merchant” model, where we collect the full amount from the Customer in advance and manage the payments to the hotel on their behalf. In connection with facilitating hotel arrangements, the amount Customers are charged will include taxes and service

fees. This amount includes an estimate to recover the amount paid to the hotel related to their reservation for taxes owed by the hotel including, without limitation, sales and use tax, occupancy tax, room tax, excise tax, value-added tax, goods and services tax, and/or other similar taxes. The amount paid to the hotel in connection with a reservation for taxes may vary from the amount we estimated and charged the Customer. The amount charged also includes an amount to compensate Southwest Airlines Vacations for their services as well as covering costs incurred in connection with handling reservations. Southwest Airlines Vacations is not the vendor collecting and remitting taxes to the applicable taxing authorities. Our hotel suppliers, as vendors, include all applicable taxes in the amount billed to us and we pay over such amounts directly to the vendors. Southwest Airlines Vacations is not a co-vendor associated with the vendor with whom we book or reserve Customer's travel arrangements. Taxability and the appropriate tax rate and the type of applicable taxes vary greatly by location.

- **Important Notice:** The Mark Travel Corporation, its employees, officers, directors and shareholders (collectively, "Southwest Vacations") does not own, control or operate any hotel or any air, land or water transportation vehicles or companies of any kind, including without limitation, airplanes, helicopters, boats, rental cars, ground transportation vehicles, transport companies, shuttle services, buses, or local tour companies which may offer excursions or tours. Southwest Vacations occasionally enters into contracts with hotels and air, land or water transportation companies, but all such entities are owned and operated by independent contractors. Southwest Vacations is not responsible for any negligent or willful act, omission or failure to act on the part of any such entity or its employees, or of any other third party beyond its direct control. The Southwest Vacations name and logo may appear on posted or hand-held signs at your hotel, at the airport of your departure or destination, in vans, buses, coaches or elsewhere during your vacation. This use of the Southwest Vacations name and logo is solely intended to help you identify persons or entities who might provide services to you during your trip, but does not indicate, and should not be understood by you to indicate that Southwest Vacations owns, controls or operates any entity displaying such a sign, or that Southwest Vacations employees or controls any person holding or displaying such a sign.

RESPONSIBILITIES OF THE TRAVEL AGENT/GROUP LEADER

- It is the responsibility of the Travel Agent/Group Leader to examine and verify correct information upon receipt of documents.
- The Travel Agent/Group Leader is responsible for providing all the information to the group participants.
- The Travel Agent/Group Leader is expected to be certain that the group participants clearly acknowledge the responsibilities outlined in the Terms and Conditions and that the group participants are subject to all of the policies, fees, and requirements contained herein.
- All confirmations are tentative and subject to withdrawal by Southwest Airlines Vacations until the required group payment, signed contract, and Terms and Conditions have been received in our office.
- Travel Agent/Group Leader accepts full responsibility for credit card charges should they be denied or disputed.
- Facsimile and/or e-mail signatures on this Agreement shall be binding and effective for all purposes and treated in the same manner as physical signatures.
- Inquiries on completed group travel must be submitted in writing by the group representative to Southwest Airlines Vacations within 30 days of the return date of travel via email at aftertravel@southwestvacations.com. Unless you file any claim you may have with The Mark Travel Corporation/Southwest Airlines Vacations within 30 days after the termination of this trip, The Mark Travel Corporation/Southwest Airlines Vacations is released from all further liability.

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ADDITIONAL GROUP POLICY DETAILS

FORCE MAJEURE: Southwest Airlines Vacations shall have no responsibility or liability to any part for the following (collectively "Force Majeure Events"): any loss, cost, or damage incurred by either party arising from or in connection with the failure to perform any obligation under this contract provided such failure results from an act of God, seizure under local process, sanctions, quarantine restrictions, fire, fog, volcanic ash, smog, earthquake, flood, weather, hurricane, mechanical difficulties, riots or civil commotions, strikes, labor stoppage (whether resulting from disputes between either party and its employees, or between other parties), war, acts of terrorism, travel service provider disruption or delays, flight cancellations or delays, and any other acts, matter of things, whether or not of a similar nature. **CONFIDENTIALITY:** Each party agrees that, except with the prior written permission of the other party, it shall keep confidential, and not divulge, furnish or make accessible to any third party, any confidential information or data concerning or relating to the business or financial affairs of the other party to which it has been or shall become privy by reason of this Agreement or the discussions or negotiations relating to this Agreement. A party will be deemed to fulfill its obligations hereunder if it uses the same procedures (but at least procedures that are reasonable and appropriate under the circumstances) to safeguard its own confidential information and data. **JURISDICTION:** This Agreement shall be governed by the internal laws of the State of Wisconsin. Any lawsuit

initiated shall be brought solely in a court of general jurisdiction situated in Milwaukee County, Wisconsin. Both parties hereby consent to the jurisdiction and venue of such courts and waive any objections related to improper or inconvenient jurisdiction of venue. The party bringing the suit or action before a court not agreed to herein shall pay to the other all the costs of seeking dismissal including reasonable attorneys' fees. **COMPLIANCE WITH LAWS:** Each party shall, at its own expense, comply with all applicable laws and regulations as may be necessary for such party's performance under this Agreement. **NO CONSEQUENTIAL DAMAGES:** In no event shall either party be liable for any indirect, special, incidental or consequential damages. Southwest Airlines Vacations shall further not be liable for the actions or omissions of any third party **INDEMNIFICATION:** Travel Agent/Group Leader shall indemnify and hold Southwest Airlines Vacations, and its directors, offices, employees, agents, assigns, parents, subsidiaries and affiliates, harmless from and against any and all claims, demands, actions, suits or proceedings, liabilities, losses, civil penalties, assessments, damages and costs and expenses (including reasonable attorney fees and expert witness fees) asserted by third parties and arising out of (i) any breach by Travel Agent/Group Leader of its representations, warranties and covenants in this Agreement or (ii) any act or omission or alleged act or omission on the part of Travel Agent/Group Leader in the performance of, or failure to perform the services and obligations contemplated by this Agreement. **ATTORNEY'S FEES AND COSTS:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled including but not limited to interest on unpaid balances at the maximum amount permitted by law. **RELATIONSHIP OF PARTIES:** The parties are independent contractors. Each party assumes full responsibility for the acts and omissions of its employees and agents and, except as otherwise provided herein or agreed in writing, neither party has the authority to make commitments, enter into contracts on behalf of, bind, or otherwise obligate the other in any manner whatsoever.

ADDITIONAL SUPPLIER POLICIES

SCHEDULE CHANGES/CHANGE IN FREQUENCY: Southwest Airlines Vacations will not be liable for delays or cancellations caused by strikes, labor disputes, government actions, weather, or any other cause beyond Southwest Airlines' control. Southwest Airlines reserves the right to change equipment, flight routes, days of service, or schedules and Travel Agent/Group Leader releases and waives any claims against Southwest Airlines Vacations regarding cancellations or schedule changes. Travelers will be accommodated (at the airline's discretion) on the next available flight due to cancellations or schedule changes.

SPECIAL REQUESTS: Special requests such as room location, special meals or assistance will be communicated to the appropriate supplier, but can not be guaranteed by Southwest Airlines Vacations. Southwest Airlines Vacations reserves the right to substitute hotel accommodations and to make alterations in the itinerary, when situations arise which are beyond the control of Southwest Airlines Vacations. Room photographs and maps are for informational purposes only and may not depict the actual category purchased or be exact in every detail.

TRAVEL PROTECTION (MUST BE PURCHASED BY ALL PERSONS TRAVELING IN THE GROUP. NOT OFFERED ON INDIVIDUAL BASIS)

The During Travel Protection can be purchased for \$20.00 per person for travel to all Southwest destinations except Ski destinations. Note that the entire group must purchase the During Travel Protection. The During Travel Protection price may change at any time without notice. The During Travel Protection will not cover features and attractions. All features and attractions are non-refundable. The During Travel Protection is non-refundable and must be purchased and paid in full at the time the non-refundable \$100.00 per person deposit is collected. The During Travel Protection will waive certain penalties assessed by The Mark Travel Corporation and applicable supplier penalties when travel arrangements are canceled prior to scheduled outbound departure date as long as the reason for cancellation is a covered reason.

The During Travel Protection can be purchased for \$59.99 per person for travel to all Ski destinations. Ski destinations include Colorado, New Mexico, Lake Tahoe, and Utah. Note that the entire group must purchase the During Travel Protection. The During Travel Protection price may change at any time without notice. The During Travel Protection will not cover features and attractions. All features and attractions are non-refundable. The During Travel Protection is non-refundable and must be purchased and paid in full at the time the non-refundable \$100.00 per person deposit is collected. The During Travel Protection will waive certain penalties assessed by The Mark Travel Corporation and applicable supplier penalties when travel arrangements are canceled prior to scheduled outbound departure date as long as the reason for cancellation is a covered reason.

SUPPLEMENTARY INFORMATION

Southwest Airlines Vacations may revise these Terms and Conditions at any time. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms.

Any communications or materials you transmit to Southwest Airlines Vacations by electronic mail or otherwise, including any data, question, comments, rating of a property or attraction, suggestion, idea, or the like will be treated as non-confidential and non-proprietary. We assume no responsibility for any communications or materials submitted.

If you have questions or concerns about the Terms and Conditions, you should contact the groups department by calling (800) 220-0833 or email us at groupsales@southwestvacations.com.

You communicate with Southwest Airlines Vacations electronically whenever you visit www.southwestvacations.com or send emails to us. You consent to receive communications from Southwest Airlines Vacations electronically. You agree that all notices, disclosures, agreements and other communications that we provide to you electronically or by fax satisfy any legal requirements

that communications be in writing.

EMERGENCY CONTACT DETAILS

Please complete the "EMERGENCY CONTACT DETAILS" fields below. If the group requires assistance after their travel has commenced, they can contact the Southwest Airlines Vacations 24-hour During Travel department toll-free at (800) 775-7105.

Emergency Contact Print Name: _____

Emergency Contact Phone Number: _____

BY SIGNING THIS AGREEMENT, YOU ACCEPT AND UNDERSTAND OUR TERMS AND CONDITIONS, AND INDICATE YOUR WILLINGNESS TO MEET THEM. RETURN THIS ACKNOWLEDGEMENT FORM TO SOUTHWEST AIRLINES VACATIONS VIA FAX TO (407) 857-9764 OR SCAN IT AND EMAIL IT TO GROUPSALES@SOUTHWESTVACATIONS.COM

IN WITNESS WHEREOF, the undersigned have executed this Agreement on the date below.

Agent/Group Leader:	SOUTHWEST AIRLINES VACATIONS
Signed by:	Signed by:
Title:	Title:
Today's Date:	Today's Date:

GROUP FAX NUMBER: (407) 856-5627