

CLIENT AGREEMENT & TERMS OF BOOKING
TRIP DOCUMENTATION – Bavarian Christmas Markets Tour
Tour Dates: December 6th to December 15th, 2026
Untaken Travels LLC Product Code: UT-2612-XMAS-01

This Agreement is made effective as of the electronic signature date ("Effective Date").

BETWEEN:

- **Untaken Travels, LLC** ("Agency," "our," "us," or "we")
- **You** and all minor and adult Travelers on the same Booking who reside in your household ("you" or "your").

Each is referred to individually as a "Party" and, together, as the "Parties." The Parties agree to all terms and conditions set out below.

About This Documentation:

This Trip Documentation is for the Bavarian Christmas Market tour, December 6th to December 15th, 2026. A live, digital version of this document is maintained on our website for your convenience and can be accessed at any time at **[INSERT YOUR WEBSITE URL LINK HERE]**. This document contains the official Tour Departure Date, Payment Schedule, Cancellation Policy, Refund Policy, Luggage Restrictions, and additional operational information.

Core Agreement Terms & Binding Nature

1. **Effective Date:** This Agreement and the Terms become effective and binding on each Traveler upon the earlier of: (a) your written, digital, or electronic signature or other acceptance; or (b) your Booking, payment toward, or use of Travel Services. This Agreement and the Terms remain in effect until terminated upon a Party's written notice of termination to the other Party.
2. **Right to Modify:** The Terms are subject to change at any time in Agency's discretion, without notice to you. Changes become effective upon the earlier of: (a) your written, digital, or electronic signature or other acceptance; (b) your Booking, payment toward, or use of Travel Services; (c) our written notice to you; or (d) publication at untakentravels.com.
3. **Age Requirement & Binding Authority:** You confirm that you are 18 years of age or older and have authority to sign and accept this Agreement and the Terms on behalf of all minor and adult Travelers on the same Booking who reside in your household.

4. **Household Liability:** You confirm you are responsible and liable for the acts and omissions of all minor and adult Travelers on the same Booking who reside in your household, as if they were your acts and omissions, and you agree to indemnify us as set out in the Terms.

Tour Departure Date & Timeline Framework

The **Tour Departure Date** refers to the official start date of the tour itinerary, which is **December 6th, 2026**.

- **Prior Independent Travel:** Travelers may begin personal travel prior to this date; however, all payment deadlines, cancellation timelines, and refund calculations are based solely on the official Tour Departure Date.
- **No Extensions:** Individual travel arrangements made before December 6th, 2026, do not alter, modify, or extend any payment or cancellation deadlines outlined in this agreement.

Acknowledgment of Itinerary and Schedule

By completing and submitting your booking, you confirm that you have accessed, read, and understood the tour itinerary, including all planned activities, meeting locations, and daily start times. You agree to arrive on time for each scheduled activity. Please note that late arrival or failure to attend at the designated times may result in missing part or all of an activity, and no refunds, credits, or adjustments will be provided in such cases. We appreciate your cooperation in helping ensure a smooth and enjoyable experience for everyone.

Itinerary Changes and Activity Substitution

All itinerary items, scheduled activities, routing, and operational times are preliminary and subject to change without prior notice.

- **Ticket Availability:** Entry tickets, venue admissions, and seating capacities at certain destinations are strictly limited and subject to availability beyond our control.
- **Right to Substitute:** Untaken Travels LLC reserves the right, in its sole discretion, to substitute any scheduled event, excursion, or activity with an equivalent or alternative option of comparable value.

- **No Financial Redress:** Substitution of activities, adjustments to the schedule, or venue cancellations shall not entitle travelers to a refund, discount, partial credit, or financial compensation of any kind.

Assumption of Responsibility for Tickets and Documentation

Travelers shall bear sole and exclusive responsibility for the safekeeping, retention, and security of all physical and digital transit passes, entry tickets, vouchers, and travel documentation provided or purchased.

- **Loss or Misplacement:** In the event of loss, theft, misplacement, or corruption of any ticket or digital credential, the traveler is solely liable for the immediate procurement and full financial cost of all replacement tickets.
- **Limitation of Agency Liability:** Untaken Travels LLC assumes no legal liability, financial responsibility, or operational obligation to replace lost items. Untaken Travels LLC shall not be held liable for any missed itinerary items, delays, or consequential losses resulting from missing, lost, or corrupted documentation.

Payment Schedule & Deadlines

The payment schedule is strictly bound to the Tour Departure Date of December 6th, 2026, and applies to all travelers unless otherwise formally specified in writing by the Agency.

- **150-Day Installment Payment (Due July 9th, 2026):** A portion of the remaining balance is due 150 days prior to departure, which is July 9th, 2026. This installment represents exactly **50% of the remaining balance** after your initial deposit has been applied. A brief grace period of up to 7 days may be extended strictly at Untaken Travels, LLC's discretion. Reservations are not considered fully secured until this installment has been received.
- **120-Day Final Payment (Due August 8th, 2026):** The full remaining balance must be paid in full 120 days prior to departure, which is August 8th, 2026. **Failure to remit payment by August 8th, 2026, will result in the immediate cancellation of the reservation and the complete forfeiture of your non-refundable deposit.**

Late Booking Terms

- **Bookings Within 150 Days of Departure (e.g., 140 Days Out):** Travelers booking within 150 days of the Tour Departure Date are required to remit, at the exact

time of booking, all cumulative payments that would have been due prior to their reservation date. This includes the 150-day installment and the **\$350.00 non-refundable tour deposit**. Reservations are not confirmed until all such payments are received in full.

- **Bookings Within 120 Days of Departure (e.g., 100 Days Out):** Travelers booking within 120 days of the Tour Departure Date are required to remit, at the exact time of booking, the **full remaining balance of the tour**, including all installments that would have been due prior to their reservation date. Reservations are not confirmed until full payment is processed in full.

Traveler Cancellation & Refund Policies

All cancellation timelines and refund eligibilities are directly tied to the Tour Departure Date of December 6th, 2026.

- **Cancellations Made 96 Days or More Prior to Departure (On or Before September 1st, 2026):** All payments excluding the non-refundable deposit will be refunded, *minus* a **\$25.00 cancellation fee**, any applicable payment processing fees retained by the third-party payment processor, and any non-recoverable taxes.
- **Cancellations Made 95 Days or Fewer Prior to Departure (September 2nd, 2026, or Later):** All payments made toward the tour, including the non-refundable deposit and any subsequent installment amounts paid, become **100% non-refundable**.
- **Cancellation Request Procedure:** All requests must be submitted in writing via email to Untaken Travels, LLC at kevin.conner@untakentravels.com. The effective date of cancellation is the exact date Untaken Travels, LLC; receives the written notice.
 - The Agency will issue a written acknowledgment within 72 hours; however, the cancellation remains legally effective upon the receipt of the traveler's email, not the acknowledgment. Travelers hold sole responsibility for ensuring successful delivery. Untaken Travels, LLC is not responsible for digital delays or transmission failures.

Operator Cancellation After Confirmation

If Untaken Travels, LLC must cancel the tour after confirmation due to accident, illness, or any other unforeseen circumstance, all payments made by travelers will be refunded in full.

- **Limit of Liability:** This refund constitutes the entire extent of Untaken Travels, LLC's liability to you.
- **Exclusion of Consequential Costs:** Untaken Travels, LLC is not responsible or legally liable for any additional outside expenses incurred by travelers, including but not limited to independent airfare, lodging, transportation, insurance, or other travel-related costs not purchased directly through the operator.

Luggage Policy & Restrictions

- **Coach Storage Limit:** Each traveler is permitted exactly **one (1) standard-size suitcase** for storage in the coach luggage hold. This suitcase must comply with reasonable size and weight limits and must be manageable by the coach team.
- **Onboard Personal Item:** Travelers may bring **one (1) small, soft-sided personal item** onboard the coach (such as a handbag or small backpack). **Small-wheeled cases are strictly prohibited onboard the coach cabin.**
- **Excess Baggage:** If you intend to travel with more than one suitcase, this must be disclosed prior to your final payment date. Additional luggage may require separate handling or transport arrangements, which are not included in the baseline tour price. Failure to notify us in advance may disrupt tour operations and result in additional local charges or the outright refusal of excess luggage.
- **Airline Rules:** Airlines maintain independent baggage size, weight, and fee structures. Travelers are solely responsible for reviewing and complying with their specific carrier's rules. Airline fees or penalties are completely independent of Untaken Travels, LLC.
- **Loss or Damage:** Untaken Travels, LLC does not accept responsibility or legal liability for the loss, damage, or theft of luggage or personal belongings at any point during the tour. **Travelers are strongly encouraged to secure independent travel insurance that includes comprehensive baggage coverage.**



Kevin M. Conner, Owner
PO Box 314 | Noblesville, IN | USA | 46061
+1 (463) 250-7452
www.untakentravels.com

Mandatory Client E-Sign Acknowledgment

Please read carefully before signing. By providing your electronic signature below, you legally affirm the following statements:

1. **Review and Comprehension:** I certify that I have read this entire Document and Client Agreement in its entirety. I fully understand all terms, financial deadlines, and policy restrictions regarding the Bavarian Christmas Markets Tour.
2. **Acceptance of Terms:** I explicitly agree to be legally bound by all provisions outlined herein, including the broad terms regarding binding nature and changes, as well as the specific trip deadlines, cancellation policies, and luggage rules.
3. **Authority to Bind Household:** I affirm that I am 18 years of age or older, signing this agreement voluntarily, and that I possess the legal authority to bind myself, as well as all minor and adult travelers included under my household booking, to these terms.
4. **Assumption of Responsibility:** I accept full responsibility and liability for the acts and omissions of all minor and adult Travelers on this Booking who reside in my household, as if they were my own.

Client Printed Name: _____

Client Electronic Signature: _____

Date of Execution: _____