



Casa Mia Tours

food · wine · cooking · culture

**Casa Mia Tours, LLC
Booking Agreement
Terms and Conditions**

Casa Mia offers an array of in-person experiences and bespoke itineraries throughout Italy. When visiting a city, learning a new recipe, or simply discovering a wine and cheese pairing, having an expert with you can deeply transform your experience, making it more exclusive, authentic and original.

Casa Mia Tours is a boutique travel company offering customized tours to our clients. The terms "we", "us", "our", and "Casa Mia Tours" refer to Casa Mia Tours, LLC a Delaware limited liability company. The term "you", "traveler" refers to the traveler making a booking with us and all members of their group.

CONTRACT. *Contracts with Casa Mia Tours include this Agreement, Client Release and Waivers, as well as the detailed and final itineraries described below and any invoices submitted to you. We draw your attention to the terms and conditions of travel below.*

By asking us to confirm your booking you are accepting all of the terms and conditions laid out below and acknowledging that you have read the terms of this contract and agree with it. This confirmation is subject to the Booking Agreement and Terms and Conditions, a copy of which has been furnished to you.

INCLUSIONS. *Each Casa Mia Tour experience is unique and customized based on the needs of the individual client(s).*

Upon completion of payment, a final itinerary will be emailed to you containing specific contact information of all drivers, guides, and chefs). In some cases, information is not available until 24-48 hours prior to the experience. This information will be provided to you via email, Travefy App, or WhatsApp (free messaging system) as soon as we receive it.

EXCLUSIONS. *Any items and matters not specified in your detailed and final itineraries are excluded. The exclusions are, without limitation, the following: international and domestic airfare, checked and/or excess baggage; passport and visa fees; trip protection and/or insurances of all kinds; gratuities; laundry; phone calls; minibar; beverages and meals not detailed in the itinerary; Optional Experiences; and all items of a personal nature are not included in the tour price. Additional taxes, including without limitation tourist taxes, and*

surcharges may be collected by governmental and non-governmental entities. This list is illustrative and not a complete list of every item excluded.

BOOKING/PAYMENT FOR EXPERIENCE(S). *Your booking begins with your initial request via email, online request form, or telephone call. Once booking details for your experience(s) have been agreed to we will require you to make your payment in full, unless a payment plan has been previously established. Failure to make a payment, in our sole discretion, may result in the cancellation of your reservation. If we elect to cancel your reservation, the cancellation terms and fees as described below will be in effect.*

PRICE AND RATE CHANGES. *At the time of booking, we will provide you with a confirmation email reflecting the current prices of our services. These prices will be based on known costs at the date of issue of the itinerary. Prices are final unless our suppliers increase their prices, or if there is a fluctuation in currency that increases the cost. Except as set forth above, there shall be no adjustment to prices set forth in your invoice.*

CREDIT CARD BOOKINGS. *We accept many major credit cards for booking. If you choose to pay with a credit card, you will receive a bill with a link to a secure payment portal through ClientPay where you will be asked to enter your credit card details. If any charge to your credit card is rejected, we may, in our sole discretion, cancel your reservation. If we elect to cancel your reservation, the cancellation terms and fees as described below will be in effect. We have no control over credit card issuers or credit card processors as they have their own terms and conditions and privacy policies. Neither are we responsible for the activities and practices of these issuers. Any charging of your credit card for amounts due hereunder will not subject us to any kind of liability related to misuse of your information by others.*

CHANGES AND CANCELLATIONS BY CASA MIA TOURS. *Casa Mia Tours reserves the right to cancel or change any booking for any reason. In the event we need to cancel or change, except in the case of a force majeure event, we will make best efforts to rebook this experience for you based on availability. In such cases, we will endeavor to arrange for substitutions of comparable services and notify you accordingly by email. In the event this is not possible, we will fully refund the cost of the canceled experience.*

CHANGES AND CANCELLATIONS BY TRAVELER. *Should a cancellation or change of service become necessary, please inform Casa Mia Tours immediately in writing via email and request a written confirmation of your cancellation or change request. Upon receipt of your request, Casa Mia Tours will make best efforts to rebook this experience for you based on availability. In the event this is not possible and the service is canceled, the following cancellation schedule and fees will be followed as outlined below.*

*100% refund is issued for cancellations up to 30 days prior to tour date
30% refund is issued for cancellations up to 15 days prior to tour date
Cancellations made 14 days or less of tour date are non refundable*

Our contract with our suppliers may not provide for refunds for any canceled services or tours; accordingly, you will not be entitled to any refund for any cancellation or change if we do not receive a refund from our supplier. Further, additional fees may be charged for any such change to reflect any costs for the change (or if the supplier furnishes a refund, for increased costs resulting from the change) and for administrative time and expenses incurred.

Casa Mia Tours always provides a contact number to use in the event you are running late or have an emergency. If after 30 minutes of the confirmed start time there has been no communication of your delay by you to Casa Mia Tours, it will be considered a cancellation by you and therefore nonrefundable. Casa Mia Tours will make our best effort to accommodate delays but we cannot guarantee we can reschedule your experience if this delay is more than 30 minutes.

NO REFUND FOR UNUSED ARRANGEMENTS. *As Casa Mia Tours' prices are based on contracted rates, there will not be any refund for any unused portion of a travel booking. If you cancel while the trip is in progress, there is no refund for the unused portion.*

FORCE MAJEURE. *Casa Mia Tours assumes no liability for, any loss, damage, delay, or cancellation resulting in whole or in part from an Act of God or any other force majeure condition, including, without limitation: fire, volcanic eruption, hurricane, environmental pollution or contamination, inclement weather, earthquake, low or high water levels, flood, water or power shortages or failures, tropical storms or hurricanes, riots or civil commissions or disturbances, and any other acts of a similar nature, sabotage, arrests, strikes or labor disruptions, restraint of rulers or peoples, expropriations, acts of terrorism, war, insurrection, quarantine restrictions, government health advisories, epidemics, pandemics, or warnings or alerts of any kind of nature, government seizures, refusal or cancellation or suspension or delay of any government authority or any license, permit or authorization, damages to its facilities or the travel supplier and its facilities, or any other unforeseen circumstances or any other factors unforeseen by Casa Mia Tours that impacts negatively on, or hampers, its ability to fulfill any of its contractual conditions. In the circumstances amounting to force majeure, we will not be required to refund any money to you, although if we can recover any monies from our suppliers, we will refund these to you without any charge by Casa Mia Tours.*

TRAVEL PROTECTION. *It is your responsibility to protect your purchases. For this reason, Travel Protection Coverage including additional cancel for any reason coverage is strongly recommended. Such a plan may cover Trip Cancellation or Interruption, Medical Expense, Emergency Evacuation/Repatriation, and Baggage. Travel protection plans can help protect you in the event of loss of non-refundable trip deposits and payments that result from cancellation or trip interruption (due to a covered reason such as injury or illness before or during the trip). It may also help with reimbursement for medical emergency costs (including very costly medical evacuation costs), missed connections and baggage loss. Travel Protection Plans including cancel for any reason coverage may be purchased in close conjunction with your travel purchase.*

Casa Mia Tours is not qualified to answer technical questions about the benefits, exclusions, and conditions of travel insurance plans. Casa Mia Tours cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer.

DESTINATIONS AND DOCUMENTATION. *Travel to certain destinations may involve greater risk than others. Casa Mia Tours urges Travelers to remain informed on a daily basis as to current news, as well as to review travel prohibitions, warnings, announcements and advisories issued by your government prior to booking travel to international destinations. For citizens of the United States, information on conditions in various countries and the level of risk associated with travel to particular international destinations can be found at <http://www.state.gov>, and <http://www.cdc.gov>. In addition, you should consult with government websites to ensure that you are in compliance with all requirements for admittance into that country, as well as understanding local laws that govern travel within a country. Certain countries may require valid medical insurance, proof of vaccinations/inoculations, and/or may require you to quarantine upon arrival. You should consult your practitioner for current recommendations before you depart. It is your responsibility to ensure that you understand and meet all health entry requirements, obtain the recommended inoculations, take all recommended medication, and follow all professional medical advice in relation to your trip. Inoculation requirements can be found on the Center for Disease Control website at <https://www.cdc.gov/>. You understand that you may become sick before, during, or after the tour and may not be able to travel and such cancellation or interruption will be subject to our cancellation terms, for which we will not be liable.*

It is the responsibility of each traveler to obtain and carry a valid passport, visa(s), and other documents, such as ETIAS required by applicable government regulations. For up to date requirements US citizens should visit www.travel.state.gov. Be advised that certain countries will not admit a passenger if their passport expires within six (6) months of the date of entry. Non-US citizens may require additional documentation. Children and infants also require all such travel documents. Minors traveling with one parent, and/or without both parents, may be stopped and not admitted, unless authenticated and verified consent forms are provided to the authorities.*

**ETIAS stands for the European Travel Information and Authorisation System. ETIAS is an electronic travel authorization, also known as a visa waiver, for Europe. The system is currently under development— it will be operational from 2025. As a U.S. citizen, you will need ETIAS to visit European Schengen countries on vacation or business trips.*

You acknowledge any failure to strictly comply with these requirements may result in denied boarding or an undue delay at an airport security checkpoint causing travelers to miss flight(s), and subsequent scheduled travel bookings tours. Casa Mia Tours bears no responsibility for advising and/or obtaining required travel documentation for you, or for any delays, damages, and/or losses including missed portions of your vacation related to improper documentation or government decisions about entry.

It is your responsibility to be aware of any and all requirements for admittance to a country or state. Should you choose to travel to a country that has been issued a travel warning or advisory, Casa Mia Tours will not be liable for damages or losses that result from travel to such destinations.

If your failure to comply with the requirements above (including, without limitation, cancellation due to illness, failure to have proper documentation or refusal of entry into a country) or should you choose not to travel to a country that has been issued a travel warning or advisory, this will be deemed as a cancellation by you and the cancellation schedule and fees as stated above will apply and Casa Mia will not issue any additional refunds to you.

VIOLATIONS BY YOU. *You agree that any violation of any of the terms and conditions may result in (a) the cancellation of your reservation or purchase, (b) your forfeiture of any monies paid for your reservation or purchase, and (c) your being denied access to the applicable travel related product or service. If you do not make payments when due or otherwise breach any terms of this agreement or engage in misconduct during the tour, Casa Mia Tours reserves the right to cancel your participation in the tour and retain any payments received to date, as well as to take legal action to collect any unpaid balance. You will be responsible to reimburse us all costs incurred by us, including attorney fees and costs, to enforce this agreement.*

NON-RESPONSIBILITY. *Casa Mia Tours, and its employees, shareholders, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, lodging, and all other services related to these bookings. Casa Mia Tours is an independent contractor and is not an employee, agent, or representative of any of these suppliers. Casa Mia Tours does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to your clients' tour. All suppliers are independent contractors, and are not agents or employees or representatives of Casa Mia Tours. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by each supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all travelers agree that neither Casa Mia Tours, nor its officers, directors, employees, agents, or representatives are or may be liable for any loss, injury, damage or liability, whether for personal injury, property damage or contractual claims or otherwise, in connection with any service supplied or not supplied by such third parties or any other act or omission of such third party.*

INDEMNIFICATION. *You agree to and shall indemnify and hold harmless Casa Mia Tours, and each of our officers, directors, employees and agents (collectively "Casa Mia Tours"), from any claims, law suits, actions, expenses, losses, liabilities, damages, judgements, settlements and costs (collectively, "damages") asserted against or incurred by Casa Mia Tours (including, without limitation, reasonable attorneys' fees) arising out of this agreement, including, without limitation, with respect to any claims, law suits, arbitrations, or other causes of action, which result, directly or indirectly, from: (i) arising out of your participation in the tour and provision of*

services by Casa Mia Tours and our suppliers, (ii) your breach or violation, or threatened breach or violation, of this Agreement and (iii) any of your acts or omissions while participating in the trip.

PHOTOGRAPHIC/VIDEO LIKENESS. *You hereby give consent to Casa Mia Tours to publish any photographs and/or videos of the trip or Traveler in printed or electronic media without obtaining further consent and without compensation. Each Traveler releases Casa Mia Tours and its representatives from any liability in connection with any use of such photographs and/or video.*

Please email Casa Mia Tours at ciao@casamiatours.com if you do not give consent to this.

CLASS ACTION; LIMITATION OF DAMAGES; NOTICE OF CLAIM. *You agree that you will only bring claims against Casa Mia Tours in your individual capacity and not as a plaintiff or class member in any purported class action or representative proceeding.*

In no event will Casa Mia Tours, its affiliates, or their licensors, service providers, employees, agents, officers, directors, contractors, suppliers, or assigns or other third parties be liable for any damages whatsoever arising out of or in any way related to this agreement and your participation in the activities set forth in the itinerary, as modified from time to time. If notwithstanding the foregoing, Casa Mia Tours is determined to be liable for any damages you may incur, Casa Mia Tours' entire liability under this Agreement, and your exclusive remedy, shall not exceed the amount actually paid by you to Casa Mia Tours under this Agreement. In no event shall Casa Mia Tours be liable to you for any indirect, consequential, punitive, or special damages. You agree that any claims must be asserted in writing within 30 days after the trip or cancellation of the trip, failing which all such claims shall be deemed waived and released.

ASSUMPTION OF RISK/WAIVER. *Traveler is aware that the trip may involve inherent risks. Inherent risks include, but are not limited to, risk of injury or death from: motor vehicles collisions, animals, roadway hazards, slips, and falls, criminal or terrorist acts, government actions, consumption of alcoholic beverages, tainted food, or non-potable water; exposure to the elements, including heat, cold, sun, water, and wind; your own negligence and/or the negligence of others, including tour guides, other travelers, Casa Mia Tours and its employees, agents and/or representatives; attack by or encounter with insects, reptiles, and/or animals; accidents or illness occurring in remote places where there are no available medical services; fatigue, chill, overheating, and/or dizziness,; known or unknown medical conditions, physical excursion for which you are not prepared or other such accidents; the negligence or lack of adequate training of any third-party providers who seek to assist with medical or other help either before or after injuries have occurred; accident or illness without access to means of rapid evacuation or availability of medical supplies or services; and the adequacy of medical attention once provided.*

Traveler understands the description of these risks, is not complete and that unknown or unanticipated risks may result in injury, illness, or death. In order to partake in this

trip, traveler is willing to accept the risks of travel, including the risk of infection, illness and death. Traveler hereby accepts and assumes full responsibility for any and all risks and agrees to and shall hold harmless and fully release Casa Mia Tours from any and all claims associated with the trip, including any claims of third party negligence and/or the negligence of Casa Mia Tours and traveler hereby covenant not to sue Casa Mia Tours for any such claims or join any lawsuit or action that is suing Casa Mia Tours. This agreement also binds your heirs, legal representatives and assigns. The terms of this HOLD HARMLESS AND RELEASE OF ALL LIABILITY paragraph, shall survive any termination or cancellation of this Contract, whether by operation of law or otherwise.

WAIVER. *No waiver by Casa Mia Tours of any term or condition set out in this Agreement shall be deemed a further or continuing waiver of such term or condition or a waiver of any other term or condition, and any failure of Casa Mia Tours to assert a right or provision under this Agreement shall not constitute a waiver of such right or provision.*

GOVERNING LAW/SUBMISSION TO JURISDICTION. JURY WAIVER/NOTICE OF CLAIM. *This Agreement and all attachments hereto and the rights of the parties hereunder shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts exclusive of conflict or choice of law rules. Any claims shall be brought in a state or federal court of competent jurisdiction located in Suffolk County, Massachusetts, to whose jurisdiction you submit and you waive any objection to the venue of such proceeding. The parties hereby waive their right to a trial by jury in any action, proceeding or counterclaim brought by either of the parties hereto against the other in respect to any matter arising out of or in any way connected with this Agreement.*

ENTIRE AGREEMENT & SEVERABILITY. *This agreement, including any other documents, including invoices, we provide you, constitutes the entire agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, with respect to Casa Mia Tours. If any provision of these Terms shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Terms and shall not affect the validity and enforceability of any remaining provisions.*

If you are making a booking as a group, or as an agent on behalf of a group, the leader of the group is responsible for sharing these Terms and Conditions with all members of the group and is financially responsible for the booking. Casa Mia Tours will not be liable for a group leader's failure to share these Terms with all travelers in their group.

You represent and warrant that (a) you are of sufficient age to use our services and website and can create binding legal obligations in connection with your use, (b) you are legally authorized to act on behalf of those you represent and accept these terms and conditions on their behalf, and (c) the information supplied by you or members of your group is true and correct.

CHANGES TO THESE TERMS AND CONDITIONS. *Casa Mia Tours reserves the right, in our sole discretion, to change these terms and conditions at any time. Prior to entering into this contract, Casa Mia Tours has furnished you with the then current versions of the terms and conditions by email. Casa Mia Tours reserves the right, in our sole discretion, to change these terms and conditions at any time. Any changes to our terms and conditions will be posted on our website, shall be effective immediately upon posting and will be binding upon you (even to the extent the changes occur after the date of your contract). We encourage you to periodically check the website for our current terms and conditions.*