

CCC-OC Terms and Conditions

California Chamber of Commerce – Orange County (“CCC-OC”) may from time to time arrange for legislative or regulatory travel tours/projects to Washington D.C., Sacramento or other locations of interest to the Orange County Business Community. Once confirmed, the purchase of any travel tour/project related services offered by CCC-OC constitutes a contractual agreement between you and CCC-OC and represents your acceptance of these terms and conditions set out herein (the “Terms and Conditions”).

Please ensure that you read carefully and understand these Terms and Conditions prior to booking. These Terms and Conditions are subject to change and you are advised to check our website or to request the latest version of the Terms and Conditions from CCC-OC prior to booking your participation in a CCC-OC travel tour/package.

RATES

- Quotes are valid for fourteen days and may have to be re-priced after that time.
- All rates quoted by CCC-OC for services are in US Dollars, NET, non-commissionable and include a cash payment discount (unless otherwise specified in the quote) and are inclusive of all applicable taxes at the rates in force at time of confirmation.
- Tips and gratuities to service providers are not included unless otherwise specified in this quote.

CONDITIONS OF PAYMENT

- Payments to CCC-OC shall be made in US Dollars & shall be received by CCC-OC no less than fifteen days prior departure.
- Late payments will incur a minimum \$50 fee and may result in the non-refundable cancellation of some or all services booked.
- The sender is responsible for all bank fees incurred in connection with the transfer of funds or payment of checks.
- Payment can be made by Agency Check, Cashier’s Check, Money Order, Wire transfer, or Credit Card.
- A \$35 fee will be charged for all checks returned for insufficient payment.
- A purchase is not complete until the payment of any deposit and any other monies due and payable have been processed by CCC-OC and a confirmation of booking has been sent. Receipt of confirmation from CCC-OC constitutes agreement to these Terms & Conditions.
- Despite CCC-OC’s best efforts, certain items offered on this website may be mispriced and if an item’s correct price is higher than their stated price, CCC-OC will, at its discretion, either contact you for instructions before confirming your order or cancel your order with notification.

ACCOMMODATIONS

- Hotels mentioned in proposal are samples only.
- Hotel accommodation is subject to availability at the time of reservation.
- If CCC-OC is unable to confirm the sample hotel(s) listed in our quotation, we will attempt to secure space at a similar hotel of equal standard and cost. In the event a similar hotel is not available, a supplement may apply.
- Some hotels require non-refundable and non-transferable deposits in order to guarantee a booking. In such cases, CCC-OC will notify the participant in writing and require non-refundable prepayment for that portion of the package.
- At certain times during the year many places have conventions, fairs, events, or holidays. During such periods, if CCC-OC is unable to secure space within the quoted price, a supplement may apply.

- Single, triple, and quad rooms are not guaranteed in all properties and should be requested at time of booking. Room configurations vary and King and Queen sized beds are not typically available in standard rooms outside of the USA.
- All rooms are standard run of the house rooms, unless otherwise stated.
- Special requests such as elevators, air conditioning, etc are not guaranteed in all properties. In addition, even if a property has amenities such as air conditioning or elevator, it is not guaranteed that it will be operational during your stay.
- Baggage handling can be coordinated at most (but not all) hotels and will incur an additional fee, unless listed in your final quote inclusions.

CHANGES/DEVIATIONS

- The price quoted is based upon the exact inclusions as specified in your final proposal.
- Any major changes or amendments made after initial confirmation are subject to a \$50 per person change fee.
- If there are major changes to the itinerary and inclusions, the quote may have to be re-priced.
- No changes are permitted thirty days prior to travel.

CANCELLATIONS

CCC-OC will confirm bookings, changes and cancellations in writing. Cancellation fees will be charged based on the following schedule, unless otherwise stated on a confirmation/deadline sheet.

- Sixty to thirty-one days prior to departure, \$100 minimum per person penalty, plus any non-refundable payments made to vendors on passenger's behalf. Additional costs to be advised as they are received from our vendors.
- Thirty to seven days prior to departure: 85% non-refundable.
- Less than seven days prior to departure: non-refundable.
- If an individual in the group cancels & causes a roommate to be accommodated in a room for sole occupancy then no refund is given or single supplement may be charged.

REFUNDS & ADJUSTMENTS

- Claims for refunds and/or adjustments must be made within 45 days of the disputed service ending.
- Full details and documentation must accompany claims.
- Forum for Disputes: The sole and exclusive forum for any unresolved legal claims you may make against CCC-OC shall be the California Superior Court for the County of Orange.

RESPONSIBILITIES & LIABILITY

In common with other companies, CCC-OC acts only as an agent for tour members in arranging accommodation, transportation, sightseeing, admissions, and restaurant reservations as appropriate and agreed in each itinerary. As such, CCC-OC shall not be liable for any injury, damage, loss, accident, delay, or irregularity which may be occasioned by reason of any company or person engaged in conveying the passengers, or otherwise in connection therewith, of any hotel owner, manager or employee.

CCC-OC does not own or operate, nor is it an agent for any of the firms which will provide goods and services for the trip or for any option which may be available in connection with the trip (including but not limited to optional sightseeing, car rental, etc.) and CCC-OC has not priced the trip or option to allow CCC-OC to guarantee against failure of any such firms. Accordingly, participant(s) agree to seek remedies directly with the supplier, and not to hold CCC-OC or sponsoring organization liable, in the absence of its negligence, for any loss, injury, delay or expense which results directly or indirectly from any action or omission, whether negligent, criminal or otherwise, of any entity providing goods and

services for the trip or any available option (e.g. without limitation, the quality of services, cleanliness of a hotel, hotel overbooking or any flight delays). Participant(s) also agree not to hold CCC-OC or sponsoring organization liable for circumstances beyond its control (e.g. force majeure, terrorism, war, or acts of God). Participant(s) acknowledge that neither CCC-OC nor its agents have made any representation or promises with the respect to the tour described herein except as expressly set forth in CCC-OC's literature, unless such agreement is in writing and signed by the Chief Executive Officer of CCC-OC. CCC-OC accepts no responsibility for losses or additional expenses due to delay, changes, or cancellations in train, bus, ship, airplanes or other services, sickness, weather, war, terrorist acts, strikes, quarantine, or other causes. Baggage is transported at the client's risk throughout the tour.

In consideration of the services and arrangements provided by CCC-OC, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify CCC-OC, and its owners, officers, directors, agents and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel and any activities conducted in conjunction therewith. **YOU SPECIFICALLY UNDERSTAND THAT YOU ARE RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT YOU MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES OR AGENTS OF CCC-OC.**

COVID-19

PARTICIPANTS EXPRESSLY ACKNOWLEDGE THAT THERE MAY EXIST AN INHERENT RISK OF EXPOSURE TO COVID-19 IN ANY PUBLIC PLACE WHERE PEOPLE ARE PRESENT. BY PARTICIPATING IN THE CCC-OC TRAVEL TOUR/PROJECT, THE PARTICIPANT VOLUNTARILY ASSUMES ALL RISKS RELATED TO EXPOSURE TO COVID-19.

ARBITRATION

Any dispute concerning, relating or referring to these Terms and Conditions, your travel package or any claim for damages due to injury or death which occurs during or in connection with your travel package shall be resolved exclusively by binding arbitration according to the then existing rules of the American Arbitration Association in an arbitration conducted in Orange County, California. Such proceedings will be governed by substantive California law. The dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. There will be judicial review of the arbitrator's decision if either side can show plain error in the application of law or be able to show an abuse of discretion with respect to factual findings. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein. Arbitration against CCC-OC must be commenced within one year following the date of travel completion. Neither CCC-OC nor any affiliate shall in any case be liable for other than compensatory damages, and you hereby waive any right to consequential, punitive or exemplary damages.

EXCLUSIVE GOVERNING LAW AND JURISDICTION

These Terms and Conditions shall be governed by the laws of the State of California without regard to conflicts of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration is sought, any action or legal proceeding arising out of these Terms and Conditions shall be brought exclusively in the courts situated in Orange County, California and the parties hereby waive any objection to venue or jurisdiction in connection therewith.