



Professional Management Services (Research, Design, implementation)	
<p>Custom Trip Consultation Services per destination (per person)</p> <p style="margin-left: 40px;">** solo trips Consultation Services \$450 per destination</p> <ul style="list-style-type: none"> • Consultation fees are non-refundable • All reservations MUST be supported by travel insurance due to current world events • Consultation services are billed at time of Proposal Initiation • Additional Reservation requests and adjustments made beyond the initial trip proposal may be charged at an additional hourly rate of \$45/hr <p>Concierge Services (upon request per destination)</p> <ul style="list-style-type: none"> • including dining reservations, spa appointments, tee times, etc.\$250 • Emergency and/or after hours - Hourly Consulting from \$150/hr 	<p>\$250</p>
<p style="text-align: center;">Professional Management Services on Net-Pricing Only</p> <ul style="list-style-type: none"> • When Net-pricing rates are available to us we remain fully transparent of our negotiated supplier rates, providing quotes with no-hidden mark-ups. These rates do not include an agency commission. You will see the honorarium under "Brownell" on your cc card if this segment applies to your reservations at a rate up to 15% • Charges are non-refundable in the event the trip cancellation, due at time of trip deposit, and separate from supplier Terms & Conditions 	
<p style="text-align: center;">AIRLINE TICKETING</p> <p>Domestic issuance (per person)</p> <p>International issuance (per person)</p> <p><u>Services include:</u> Research & Airline Reservations, schedule changes, day of travel monitoring</p>	<p>\$75</p> <p>\$150</p>
<p style="text-align: center;">Trip Cancellations</p> <p>We reserve the right to charge an administrative fee up to 15% of the trip cost in the event of cancellation/changes. This fee will be assessed over and above any airline, supplier, Tour Company, cruise line or other vendor penalties. We urge guests to purchase travel insurance. If a country closes borders due to Covid or other reason, and we can postpone your trip, only a small cancelation fee will be charged of \$150. These charges do not apply to the net pricing and subject to partners policies.</p>	
<p>Trip Re-Initiation Management Services due War or other Pandemic emergencies</p> <ul style="list-style-type: none"> • Cancelled trip reservations re- instatement (per trip) 	<p>\$250</p>



PASCALE TRAVEL
The luxury of an experience

CONSULTATION AGREEMENT 2021

Pascale Travel, LLC / Brownell is a travel management firm specializing in creating exceptional travel experiences, deeply enriching our clients' lives by selecting the best partners and properties globally. Below is a brief description of our services and how we bring these worldwide journeys to life:



HOW WE WORK:

- *Where can we take you?* We set a time to *discover* your vision for this trip and how we can bring it to life. Whether we meet in person, by phone, or via teleconferencing, this is a critical step in getting to know you.
- *Design:* We start the bespoke *design* of your trip with extensive research on the best options. Each trip is completely customized. We will collaborate on options to create your custom trip proposal.
- *Proposal:* The *proposal* we present includes accommodations, applicable exclusive amenities, recommended touring and activities, and transportation logistics (recommended flights, ground transfers, etc.).
- *Let's Go!* Once the proposal has been agreed upon, the *booking* process begins. Our travel coordinators will work to finalize all the details.

We stay committed, open-minded, ready, and engaged and assist you.

WHY WORK WITH US:

- **Professional Expertise:** Brownell has been in business since 1887, our experience and knowledge of destinations, air travel, industry suppliers and travel essentials like insurance, visas, etc. is unmatched.
- **World-wide Relationships:** Brownell and our consortium, **Virtuoso**, are top accounts with the highest rated hotel groups and travel partners around the world. These relationships often result in **preferred pricing**, with complimentary amenities including room upgrades, resort credits, special access and more.
- **Personal Touch:** You can expect white glove service throughout your trip. Should anything go awry, as occasionally happens, we are here as your advocate.

PROFESSIONAL PLANNING RATES:

Our advisors Professional planning rates covers our time for initial consultations and research. Planning rates are charged up front and cannot be refunded or transferred.



YOU SHOULD KNOW:

- **Travel insurance:** we strongly recommend all clients purchase travel insurance to cover certain risks inherent with travel such as **supplier bankruptcy** and the inability to travel due to a medical or personal emergency. *Please note that, unless you buy a “cancel-for-any-reason” policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place.* You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy. Travel insurance must be added within 15 days of initial trip deposit to cover pre-existing medical conditions.
- **Passport information:** For many international trips, clients must have a passport valid for at least six months after the trip return date. Brownell / Pascale Travel must have copies of all passports before booking any international travel.
- **Cost breakdowns:** Not all suppliers break down their costs for services, as these rates are often proprietary. Our partners have access to exclusive services and experiences that many times are not quantifiable.
- **Agreement:** By signing below, you agree to Brownell / Pascale Travel Terms and Conditions.

CONSULTING AND MANAGEMENT SERVICES INCLUDE

- Complimentary “Discover More” call with each trip planning
 - Trip Design & Proposal
- Time management partnering with preferred partners on your behalf
 - Booking all trip components & confirmations
 - Reconfirming VIP arrival with suppliers and hotels prior to travel
- Research Virtuoso or Brownell Travel cruise fares or group rates, where applicable
 - Assistance with private and tailored cruise shore excursions
 - Virtuoso cruise Voyages registration (where applicable)
- Pre-and post-cruise arrangements including hotels, transportation
 - Assistance with selecting and purchasing travel insurance
 - Travel documents via Brownell Travel App “AXUS”
 - Physical Travel documents on request only
 - Urgent/emergency support during trip
- Concierge Services - restaurants reservations, shows, tickets to events, etc. (additional fees apply)
- Monthly subscription to our Virtuoso Life or Virtuoso Traveler Magazines (included per your request)



RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS & INDEMNITY AGREEMENT

This Release and Waiver of Liability, Hold Harmless and Indemnity Agreement (“Agreement”) is entered into this date noted below between Brownell Travel, Inc., dba Brownell Travel (“Brownell”), and Pascale Travel, LLC, (“Pascale Travel”) an Independent Affiliate of Brownell and “Customer”, jointly referred to as the “parties.”

RECITALS

- A. Customer understands and agrees that (Pascale Travel, LLC), is an Independent Contractor and is acting as an Independent Affiliate of Brownell and further understands and agrees that all Customer payments are processed exclusively through Brownell and not through (Pascale Travel, LLC).
- B. Customer understands and agrees that all payments to “suppliers” as defined in Brownell’s Terms of Service for travel services for airline, hotel, cruise line, transfer company, sightseeing operators, and other travel services are the sole responsibility of Customer.
- C. Customer has requested Brownell to accept an ACH, wire and/or credit card from Customer for payment(s) to be made by Brownell on Customer’s behalf to suppliers for certain travel services.
- D. Customer understands and agrees that Brownell normally requires that Customer make all payments for travel services directly to suppliers, but has agreed to make an exception to make payments to certain suppliers on Customer’s behalf under the terms and conditions stated in this Agreement.
- E. Customer fully understands and agrees to all terms and conditions contained in this Agreement, and the parties hereto desire to enter into this Agreement in order for Brownell to accept Customer’s ACH, wire and/or credit card to make payments to suppliers.

AGREEMENT

Wherefore, the parties agree as follows:

- 1. Payments** In consideration of the recitals set forth above and the other covenants set forth herein, Customer shall render payment to Brownell in the form of an ACH, wire and/or credit card number. With receipt of Customer’s ACH, wire and/or credit card number, Brownell will make payments to those suppliers on behalf of Customer as agreed upon by the parties.
- 2. Credit Card Processing Fee** Customer understands and agrees to pay Brownell a credit card processing fee of 3% for any and all credit card payments made to Brownell by Customer. This credit card processing fee is separate from and in addition to any other charges to which Customer is responsible.
- 3. Credit Card Chargebacks Prohibited** Customer understands and agrees not to dispute or chargeback any credit card charges made by Brownell on Customer’s credit card for charges relating to Brownell’s payment to suppliers on behalf of Customer.



4. **Release and Discharge** In consideration of Brownell making payments to suppliers on Customer's behalf and charging Customer's credit card for those payments, Customer hereby completely releases, acquits and forever discharges Pascale Travel and Brownell from any and all claims, demands, actions, causes of action, damages and costs (including attorneys' fees) whatsoever, of any and every kind and description, whether known or unknown, now existing or hereafter arising, as a result of Brownell's charging Customer's credit card relating to Brownell's payment to suppliers on behalf of Customer.
5. **Hold Harmless and Indemnification** Customer understands and agrees to defend, indemnify and hold Pascale Travel and Brownell harmless from and against any and all claims, demands, actions, causes of action, damages and costs (including attorneys' fees) arising out of or by reason of any disputes and/or chargebacks made by Customer on any credit card charges made by Brownell on Customer's credit card for charges relating to Brownell's payment to suppliers on behalf of Customer.
6. **Entire Agreement; Binding Effect; Benefit of Agreement** This Agreement constitutes the entire agreement between Customer, Pascale Travel and Brownell with respect to the matters set forth herein, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to such matters. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable only by the parties hereto.
7. **Governing Law and Binding Arbitration** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Alabama, and the parties to this Agreement agree that any dispute or legal action relating to or arising out of this Agreement shall be submitted exclusively to binding arbitration in Birmingham, Alabama, and subject to the Rules of the American Arbitration Association.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date stated above

Date _____

Customer Name: _____

Customer Signature: _____



COVID-19 DISCLAIMER AND RELEASE

This COVID-19 Waiver states that in the event that your travel is interrupted or cancelled due to the Coronavirus – you will agree to the Terms and Conditions of the suppliers and that Pascale Travel, LLC / Brownell will not be held liable for a situation related to COVID-19.

1. **Health and Other Hazards:** *You agree that it is your personal decision to travel, and you are doing so with full knowledge of current travel recommendations and travel restrictions with regards to the risks of COVID-19.* We assume no responsibility for and shall not be liable for unsafe conditions or health hazards including pandemics or other illnesses. We have no special knowledge of dangers during travel or at destinations. For information related to such dangers, we recommend going to the State Department travel website at www.travel.state.gov, click on "Find International travel Information" then click on "Country Information", and fill in the name of the destination country. For medical and health information, we recommend going to the Centers for Disease Control website at www.cdc.gov/travel, then click on "Destinations" and scroll to the name of the destination country.

2. **Rules of Travel Suppliers and Governments:** We have no responsibility for COVID-19-related requirements that travel suppliers and governments may impose from time to time, such as health affidavit forms, health screenings prior to departure or upon arrival, face coverings, or quarantines. For the latest COVID-19 government travel regulations, we recommend going to IATA's website at <https://www.iatatravelcentre.com/international-travel-document-news/1580226297.htm>. For the latest travel supplier requirements, check the supplier's home page.

3. **Financial Condition of Travel Suppliers:** We are not responsible for the acts or omissions of travel suppliers or their failure to adhere to their own schedules, provide services or refunds, financial default, or failure to honor future trip credits. We have no special knowledge regarding the financial condition of the suppliers, and we have no liability for recommending a trip credit in lieu of a refund.

4. **Rebooking:** If requested, we will assist with obtaining any refunds due or rebooking trips using future credits, but we will charge a nonrefundable fee for such services.

5. **Insurance:** For your protection, we strongly recommend that you purchase trip cancellation and travel accident insurance. Please note that, **unless you buy a cancel-for-any-reason policy, most policies have a specific clause stating they do not cover epidemics and pandemics, especially when travel warnings are in place.** No representation or description of the insurance made by our staff constitutes a binding assurance or promise about the insurance. You agree to hold us harmless for your election not to purchase travel insurance or for any denial of claim by travel insurer as it relates to COVID-19 or any other claim under the policy.

6. **RELEASE:** YOU HEREBY EXPRESSLY ASSUME ALL OF THE RISKS AND DANGERS COVERED IN PARAGRAPHS 1-3 ABOVE, AND YOU HEREBY EXPRESSLY AGREE TO FOREVER RELEASE, DISCHARGE AND HOLD US, AND OUR AGENTS, EMPLOYEES, OFFICERS, DIRECTORS, ASSOCIATES, AFFILIATED COMPANIES, GUIDES, GROUP LEADERS, AND SUBCONTRACTORS HARMLESS AGAINST ANY AND ALL LIABILITY, ACTIONS, CAUSES OF ACTIONS, SUITS, CLAIMS, AND DEMANDS OF ANY AND EVERY KIND AND NATURE WHATSOEVER WHICH YOU NOW HAVE OR WHICH MAY HEREAFTER ARISE OUT OF OR IN CONNECTION WITH THESE RISKS AND DANGERS.

7. **Claims Deadline and Exclusive Jurisdiction:** You agree to present any claims against us within 30 days after your trip ends and to file suit within one year of the incident, and you acknowledge that this expressly limits the applicable statute of limitations to one year. You agree that the courts in [county name, state name] will be the exclusive jurisdiction for all claims brought by you or us, and you hereby submit to the personal jurisdiction of those courts.

Date _____

Customer Name: _____

Customer Signature: _____

© 2020 Law Offices of Mark Pestronk, P.C.