

THE MIAMI TAKEOVER, LLC TERMS AND CONDITIONS



As of January 1, 2022 by The Miami Takeover, LLC

Terms and Conditions:

By Submitting Your Registration Form and Payment to The Miami Takeover You Are Authorizing That You Fully Understand and Agree To The Terms and Conditions Outlined on This Page

Communication Prior To Trip: The Miami Takeover, LLC will contact all travelers after deposit and monthly payments are made. If email communication is not available phone calls and letters will be used to communicate to travelers prior to traveling. In most cases your travel documents will be sent 14-21 days prior to departure. The Miami Takeover, LLC will pay for the cost of all delivery of travel documents through the United States Postal Service. All emails and phone calls made to The Miami Takeover, LLC will be returned within 24-48 hours. Once in at your destination, The Miami Takeover staff will be available for questions and concerns on arrival day and departure.

Deposits and Payments: All payments can be made by Cash App, Zelle and Debit or Credit card.

Late Fee and Cancellation Policy can be Found Below – ALL DEPOSITS ARE NON-REFUNDABLE.

The policies below are for ALL trips sponsored or hosted by The Miami Takeover, LLC unless otherwise stated in writing. Miami Takeover, LLC has the right to change these policies if provided in writing.

Late Fees: If full payment is not made to The Miami Takeover by midnight of the advertised deadline date there will be a **\$100 dollar Late Fee.** This fee will be added to your current balance due after midnight after the advertised deadline of your travel package. Travelers will not be considered Paid in Full until balance and late fee is made to The Miami Takeover. If arrangements or payment is not made reservation will be subject to cancellation without refund. The Miami Takeover has the right to cancel traveler's reservation if full payment is not made in full after the advertised final payment deadline has passed.

Cancellation and Refunds: All deposits are non-refundable. All cancellations and request for refunds must be made in writing (email). In the event of cancellation or postponement of a certain event, The Miami Takeover shall not be responsible for accommodations or transportation beyond the schedule date of the certain event. Any loss of deposit or payment due to a reduction in room or group size is not transferable to the balance of the room or group. The Miami Takeover reserves the right to cancel any reservations and will remit a full refund to the canceled party. In the event of overbooking, client will be advised of hotel substitution with full refund optional.

Cancellation Policy for Cancellations more than 61 Days of Departure Date:

All Payments except the Initial Non Refundable Deposit are Refundable. If written/email request is received to The Miami Takeover, LLC more than 61 Days prior to Travel Departure Date a refund minus the non-refundable deposit will be returned to the travelers that requested the cancellation.

Cancellation Policy for Cancellations within 60 Days of Departure Date:

All Deposit and Payments made to The Miami Takeover are Non-Refundable if cancellation is made 60 Days prior to Travel Departure Date. NO EXCEPTIONS!

Aircraft, Flight Changes and Delays: Participant(s) are subject to the ticket terms, baggage fees and tariffs of the airlines, which, when issued, shall be the sole contract between the airline and the participant. The Miami Takeover, LLC is not responsible for flight delays, flight time changes and cancellations of flights.

Force Majeure: The Miami Takeover, does not assume liability for any loss, damage or injury of any nature in whole or in part resulting from an act of God or any other force majeure condition including without limitation: fire, volcanic eruption, environmental pollution or contamination, inclement weather, earthquake, flood, explosion, water or power shortages or failures, storms or hurricanes, riots or civil commotions or disturbances and any other acts of similar nature, sabotage, arrests, strikes, boycotts, picketing, lockouts or other labor disruptions, inability or failure of a third party service provider to provide services and/or products, restraints of rulers or peoples, expropriations, acts of terrorism, public enemies, war, invasion, insurrection, national emergency, epidemics, pandemics, quarantine restrictions, government health advisories or warnings or alerts of any kind or nature, government seizures, any laws, rules, proclamations, regulations, orders, declarations, advisories, actions, interruptions or requirements of or interference by any government or governmental agency thereof, refusal or cancellation or suspension or delay of any



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government authority or any license, permit or authorization, damages to its facilities, any other unforeseen circumstances in any country in the world or any other cause or causes of any similar nature that impacts negatively on or hampers its ability to fulfill any of its contractual conditions (all of the foregoing being herein referred to as an "Event of Force Majeure"). In the event that any of these conditions apply, The Miami Takeover shall be excused, discharged or released from its advertised travel arrangements and or packages to the extent such performance is so limited or prevented, without liability of any kind and The Miami Takeover non-performance shall not be deemed a breach of this Agreement. In such case, The Miami Takeover obligations hereunder shall be extended to the extent of any delay resulting from the Event of Force Majeure and a full refund will not be granted.

Package Price: Includes only items specifically stated in the Miami Takeover, LLC current literature, the contents of which are specifically made a part thereof. Certain secondary features of a package (e.g., souvenir, parties, events, etc.) are based on supplier policy and may be changed, added or deleted after printing of literature. Operator has the right to substitute services or accommodations in similar categories for items listed in the literature. PLEASE NOTE: The Miami Takeover, LLC reserves the right to re-invoice participant(s) in case of an error made in computing tour price.

<u>Disclaimers:</u>

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Prices quoted and listed reflect current prices at the time of advertisement and may increase without notice. The Miami Takeover, LLC shall not be responsible for breach of contract or any intentional or careless actions or omissions on the part of such suppliers, which result in any loss, damage, delay or injury to you or your travel companions or group members. The Miami Takeover, LLC shall not be responsible for any injuries, damages or losses caused to any traveler in connection with terrorist activities, war, insurrection, pandemic, quarantine restrictions, government health advisories or warnings of any kind, social or labor unrest, mechanical or construction difficulties, diseases, local laws, climactic conditions, abnormal conditions or developments or any other action, omissions or conditions outside the coverage against them. Payment of deposit or full payment shall constitute consent of all provisions stated herein.

Miami Takeover, LLC P.O. Box 92578 Washington, DC 20090 202-350-1270 (office)

Email. <u>info@themiamitakeover.com</u>
Website: <u>www.TheMiamiTakeover.com</u>