

"Moku Lanī" Aloha Palm Tour

May 14-21, 2011

SterlingTours™

Terms & Conditions

Local's

This information is important. Please read it carefully. If there is something that you do not understand please ask us about it!

- **Reservations and Payments** – The non-refundable package price is required at the time of booking. Written confirmation will not be provided prior to receipt of payment.
- **Cancellations** – All cancellations must be made in writing. The tour payment is non-refundable. Accordingly we strongly recommend that you purchase appropriate cancellation insurance.
- **Hotels** – Hotels are shown on your itinerary. If STERLING TOURS is forced to change any hotel through any circumstance, the substitute will be of equal or higher quality.
- **Scheduled Activities** – Every effort will be made to provide such services as listed, but where unavoidable circumstances necessitate changes, the best substitute alternatives will be made at the discretion of STERLING TOURS without penalty.
- **Tips & Taxes** – Today there are frequently service charges and taxes, imposed by hotels, and other suppliers, state and local governments; these are included to the extent possible, but where pre-payment is not allowed the amounts concerned must be paid locally. Tips to your guides are not included and are left to your discretion.
- **Baggage** – Sterling is not responsible for loss, theft or damage to your baggage, and insurance is strongly recommended. Because of changing security requirements you should personally check with the airline on which you will travel to determine the most current information.
- **Exclusions** – Your arrangement exclude excess baggage charges, items of a personal nature such as laundry, communication expenses, room service, alcoholic and other drinks, meals not specified in your itinerary, optional sightseeing and other excursions, and any items not listed in your documents.
- **Cancellation Insurance** – We strongly recommend that you purchase Cancellation and Trip Interruption Insurance.

Responsibility Clause –SterlingTours – the "Operator", Palmpedia, Floribunda Palms and Exotics and/or their owners, agents or representatives, act only as agents for the various companies involved in providing services. They assume no responsibility or liability in connection with the service of any means of conveyance which may be used either whole or in part in the performance of its duty to the passenger. Likewise they will not be responsible for any act, error or omission or for any personal injury, damage, loss, accident, delay, irregularity or inconvenience which may be occasioned by reason of any defect in any vehicles, or through any act, neglect or default, or any company or person engaged in carrying out the purpose for which tickets or coupons are issued, whether negligent or not, including, but not limited to, any act of God, terrorism or war. In the event it becomes necessary or advisable for the comfort or well-being of passengers, or for any reason whatsoever, to alter itinerary or arrangements, such alterations may be made without penalty to the Operator. The right is reserved to withdraw any or all tours should conditions warrant, also to decline to accept or retain passengers as members of the tour. Legal proceedings against the company may be instituted only in a State or Federal Court within the County of San Diego, State of California, and any claim involved in such proceedings shall be decided in the County of San Diego, State of California. Any legal proceedings against the company must be commenced within one year following the date of tour completion. SterlingTours, the company, Palmpedia, Floribunda Palms and Exotics, and/or their owners, agents or representatives, shall in no case be liable for compensatory damages, and you hereby waive any right to punitive damages.

Palmpedia, Floribunda Palms and Exotics, their owners and/or representatives are only acting as advisors to Sterling Tours - and assume no responsibility for the management and/or operation of the tour, in whole or part.

I have read and understand the above Terms and Conditions: _____
Date: _____