

Thailand TOUR 2013 APPLICATION

This application is a binding agreement between **Kaori Kurihara**, herein referred to as **Kaori**, and any person (s) herein referred to as "**Client**", intending to travel with **Kaori**. This application constitutes an official Client registration on a **Thailand TOUR 2013** organized by **Kaori**, and acceptance by same of the accompanying the tour agreement. Please print in black ink and be sure to sign and date this application as requested. Please make additional copies of this application as deemed necessary. All information collected is for use solely by Kaori and its overseas operating companies. **Client privacy is restricted. We do not rent or sell any information supplied on this form. Minimum number of tourists – 5**

Please return this completed application by mail or email with pdf file.

IMPORTANT: In the event Kaori is not in receipt of this fully completed, signed and dated tour application, prior to departure, PASSENGER shall **not** be permitted to commence this program, and shall be subject to applicable cancellation penalties. A parental signature is required for any travelling Passenger, under the age of 18 years.

Tour name Thailand TOUR 2013 Tour Price \$3,800 <i>*It may be cancelled if we do not meet the minimum numbers of participants, your money will be returned to you in that case.</i>		Travel dates(12 days) July 23 - or Aug 20 - 2013 Will be announced in May 2013
Room Type Requested <input type="checkbox"/> Double <input type="checkbox"/> Twin <input type="checkbox"/> Triple <input type="checkbox"/> Single Please note: Double room implies room with two guests sharing a double, queen or king bed, as available at time of check in. Twin room implies room with 2 twin/single person beds. Triple room implies a room for 3 person occupancy and may include a rollaway bed. We cannot guarantee any specific bed type in advance. Single supplement applies when Single room is requested. Single room implies room for 1 person occupancy.		How did you hear about this tour?

Passenger – Name (as it appears in passport)			Date of Birth	
Nationality	Passport No.	Issue Date	Expiration Date	
Address		City/St./Zip or postal Code	County	
Tel(Day)		Tel(Evening)	Email	
Gender <input type="checkbox"/> Male <input type="checkbox"/> Female	Smoker <input type="checkbox"/> Yes <input type="checkbox"/> No	Height	Weight(lbs)	Diet/Medical/Mobility restrictions
I confirm that I have read, fully understand, and agree to all of the terms and conditions and the Tour Agreement. *Parent or guardian must sign if applicant is under the age of 18 years.				
Name (Please print) _____				
Signature (Required as an acceptance of tour agreement)			Date _____	

Emergency Contact - Name		Relation to Passenger		
Address				
Street		City/Zip or postal Code		County
Tel(Day)		Tel(Evening)		Email

Thailand TOUR 2013 Tour Agreement

TERMS AND CONDITIONS

Agreement with Kaori Kurihara

1. This is a private tour organized by Kaori Kurihara, and the clients joining this tour shall conclude a private tour contract with Kaori Kurihara. Kaori Kurihara is neither a travel agent nor agency.
2. Kaori Kurihara shall provide tour arrangement and itinerary management so that the client receives tour services including transport/accommodations (hereinafter referred to as "tour services").

Application for Kaori Kurihara

1. The client shall provide information on the 2013 Thailand tour application form and submit the form together with the necessary deposit. Paid deposit shall be applied to the tour fare, cancellation charges or penalties.
2. If the tour contract cannot be finalized due to full occupancy in seats or rooms or other reasons at booking, Kaori may ask the client to wait until the specified date with his/her consent.
3. The reservation deposit shall be \$200
4. The client shall notify Kaori when submitting application if requiring special consideration during the tour period, Kaori shall comply with such requests when feasible.

Special Conditions of Tour Application

1. Client under 20 years of age traveling alone during the tour period shall provide Kaori with the written consent of his/her guardian. Clients under 12 years of age must be accompanied by a parent or guardian.
2. Clients who require special attention from Kaori during the tour for reason of chronic disease, general ill-health, pregnancy or physical handicap, shall advise Kaori of this when applying for the tour. Kaori shall comply with such requests to the extent deemed feasible and reasonable. And if Kaori take a special arrangement in compliance with the client's request, the client shall be responsible for incurred expenses related with the request. Kaori may require clients to present a medical certificate. In some cases, Kaori shall change a part of itinerary or recommended the client to join another activity with the minimum extra charge or refuse his/her participating the activity.
3. If Kaori determines that the client needs medical diagnosis or treatment by a physician owing to illness, functional disease or other reasons during a tour, Kaori shall take measures necessary to ensure smooth operation of the tour. All costs resulting from such measures shall be borne by the client.
4. Independent activities for reasons of the client's own choosing shall not be arranged by Kaori during a tour. Kaori may be able to help or advice regarding doing something alone without the responsibilities.

Contract Document and Final Tour Itinerary

After the client has entered into a Tour Contract with Kaori, Kaori will provide the first itinerary to the client. However the final itinerary with all the detailed information will not be ready until 7 days prior to the eve of tour departure.

Payment of Tour Fare

The Tour Fare shall be paid no later than the 25th day prior to the eve of the departure date. When application is made on or after the 20th day prior to the eve of the departures, the tour fare shall be paid before departure by a date designated by Kaori.

Amount of Tour Fare

Clients under 2 years of age will not be charged the air fare if he/she does not need a seat or food services on that flight. Some activities have children discount depending the ages.

Included in the Tour Fare

The following may eventually include items unrelated to the tours. Please note that the items included in the tour fare are only those as specified in the itinerary.

In principle, Kaori will not make refunds for the below fare even if clients not to use the relevant services.

Hotel Rooms	Rooms with private bath on a twin room (two-in-a-room) at the hotels specified in each itinerary. A client traveling alone is requested to book a single room for tours including accommodations. For single room occupancy by choice or circumstances, extra charges will be required as shown in the respective column in each itinerary. Triple room may be provided as a twin room with one extra bed added.
Meals	Some meals are included
Sightseeing & Excursions	By sedan, van, taxi, motor coach and/or sightseeing boat on a seat sharing basis, plus admission fees to temples, shrines, museums, etc mentioned in each itinerary. A minibus, sedan or taxi may be used when the total number of participants is small. Seat-sharing sightseeing tours for Japanese tourists are used for some tours.
Transfers	By motor coach on seat-sharing basis. A sedan, van or taxi may be used when the total number of participants is small.
Guide Services	Both English and Thai speaking assistances travel with this tour.
Tax	The consumption tax for the tour fare.
Airlines	Economy-class seats for tours including domestic flights.

Not included in the Tour Fare

1. Laundry, telephone, additional meals and drinks, and any other expenses of personal nature.
2. International and domestic air fares for additional sightseeing or excursions which are not on itinerary.
3. Airport departure taxes
4. Excess baggage fee, heavy baggage fee (depending the airline; UA=23.0 kg(50lb) for one baggage)
5. Guides and assistance services for private times or free plan times
6. Medical expenses for injuries and illness.
7. Traveling and accommodation costs between arrival/departure and the start and end points of the itinerary.
8. Meals if you choose w/o meal options
9. Fees and charges for passports, visas
10. Inoculations,
11. Beverages (except coffee, tea or milk with breakfast or when expressly specified)
12. Travel insurance
13. Tipping,
14. Optional excursions
15. Postage, phone calls
16. Airline or government taxes
17. Passport fee

Additional Fares

1. Additional charges for "Upgrade Plans" to upgrade hotel rooms
2. Upgrading airline classes
3. Other additional charges for other upgrading

Revision of Contents of Travel Services

Kaori Kurihara may, after conclusion of the Travel Contract, cancel the tour or revise its contents and services for any of the following reasons : natural calamity or disaster, weather conditions, civil unrest, suspension of services rendered by transport/accommodation facilities, provision of transportation not based on the original operational plan, governmental orders, or other circumstances beyond Kaori control. Kaori reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, Kaori must explain in a timely manner its inability to function, however, the explanation may be made after revisions are made when conditions demand.

Choice of free time

If the client decide to stay out from any activities in Thailand, he/she may have a free time. However, the client is responsible to take care of self.

appropriate refund deducted from the total tour fare.

Cancellation of Travel Contract by the client

The client is at all times entitled to cancel the travel contract, but must pay Kaori cancellation

Time of Cancellation	Cancellation Rate
1. If notice of cancellation is received by Kaori 1 day prior to the starting date of the tour	40 % of the tour fare
2. If notice of cancellation is received prior to the starting time of the tour	50 % of the tour fare
3. If notice of cancellation is received after day of departure, or in case of failure to show without notice	100 % of the tour fare

Cancellation of Travel Contract by Kaori

1. In any of the following cases, Kaori may cancel the travel contract.
 - a) When it becomes evident that the client does not satisfy the age, qualification, skill or other requirements specified by Kaori for participation in the tour.
 - b) When the client is recognized as unfit to join the tour owing to illness or for other reasons.
 - c) When the minimum number of participants as stipulated by Kaori in the travel contract has not been met. In such cases, Kaori shall notify the client of tour cancellation no later than 20th day prior to the eve of departure.
 - d) In the event of a natural calamity or disaster, poor weather conditions, civil disturbance, suspension of services related to transportation, accommodations, etc., governmental orders, or other circumstances beyond Kaori's control, and when safe, and smooth tour operation according to the itinerary specified in the tour contract has become impossible, or there is a valid reason to believe that the tour cannot continue.
2. When Kaori cancels the travel contract in accordance with paragraph 1 hereinabove, it shall refund payment after deducting the penalties from said payment or from the deposit received from the client.

Cancellation after Departure

1. Cancellation by client
 - 1) When the client leaves the tour group for personal reasons, Kaori will consider it a forfeit of contracted rights and claims to any refund.
 - 2) If certain services cannot be provided as promised in the travel contract for reasons beyond client responsibility, relevant portions of the contract may be canceled, with the

2. Cancellation by Kaori

- 1) Kaori may cancel the travel contract for tours after the departure date in the following cases:
 - a) When the client is unable to continue the tour owing to illness or other factors.
 - b) When the client disturbs the order of collective activities of tour participants by negligence of instruction from tour guide or violent deeds or menace towards these people or those accompanying them, which otherwise jeopardizes safety, smooth tour operation.
 - c) When the tour cannot continue owing to natural disaster, weather conditions, civil unrest, labor disputes, suspension of services by transportation or accommodation facilities, governmental orders, or other causes beyond Kaori's control.
- 2) Effect of cancellation and refund
If Kaori cancels the travel contract in accordance with the Provision 2-1) hereinabove, travel services rendered to the client shall be deemed as having been completed. In cases where travel services are not rendered owing to tour cessation, or services for which Kaori has paid, (or will pay) expenses, cancellation charge, penalty, or etc., Kaori will refund only the balance thereof.
- 3) When Kaori cancels the travel contract for tours in accordance with the provision 2.1)-a) and c) hereinabove, Kaori shall, at the client's expense, make necessary arrangements as requested for return to point of departure.

Itinerary Management

1. Kaori shall make efforts to ensure the client's safe and smooth traveling and shall not provide the services listed below for the client, except when Kaori and the client have concluded the special contract to provide such services.
 - 1) When Kaori confirms that the client may be not able to receive the specified tour services during the tour, Kaori shall take all necessary measures to ensure that the client will receive tour services as specified in the travel contract.
 - 2) When Kaori must change details of the contract even after taking measures for unforeseen changes as specified in (1), Kaori shall arrange alternative services. Kaori shall make every effort to create a revised tour itinerary to serve the purpose of the original one.
2. An English-speaking guide shall not accompany clients on individual-type tours. Clients joining such tours will be responsible for finding own guides.
3. Due to special circumstances, including but not limited to holidays, special events, seasonal schedule changes, weather, traffic delays and itinerary adjustments, some sights and stores may have limited hours or may not be available. Under such circumstances or toward the improvement of the tour experience, Kaori reserve the right to make changes in the itinerary or sights.

Liability of Kaori

1. Kaori shall not be liable for any cases below:
 - a) Natural disaster, war, civil unrest, and alteration or cancellation of tour itinerary due to such causes.
 - b) Accidents during transportation or accommodations, damage by fire.
 - c) Cessation of services related to transportation or accommodation facilities, and tour itinerary alteration or cancellation owing to such causes.
 - d) Order of either Japanese or foreign governments, immigration regulations, isolation resulting from infectious diseases, and tour itinerary alteration or cancellation owing to such causes.
 - e) Accidents occurring during the client's free activities.
 - f) Food poisoning.
 - g) Theft.
 - h) Delays, stoppages, changes of schedule and route in relation to transportation facilities, and tour itinerary alterations and/or shortened stays at destinations owing to such causes.
 - i) Sickness, death or harm to the clients happened by out of Kaori's control

Insurance

For your protection, please make sure to purchase travel insurance before the departure. You could even purchase trip cancellation insurance as well (When you have to cancel).

Payment Options

Deposit of \$200 by the end of each month will give you a discount from the tour price and with this application will guarantee your seat.

Decide to join by the end of
 March 2013 - \$200 Off
 April 2013 - \$150 Off
 May 2013 - \$100 Off

*Send a Check by certified mail (payable to D-CHAI, LLC) to 990 Janesville St. Oregon