



AMERICA'S TRAINS INC. (ATs) – JOURNEY BY RAIL TERMS AND CONDITIONS (TERMS)

By confirming a reservation, or making a payment or boarding an ATs rail Car, passengers agree to the following Terms.

- 1. DEFINITIONS.** For the purpose of these Terms the following meanings apply.
ATs means America's Trains Inc.
Baggage means all Passenger baggage, personal belongings and related items.
Car(s) includes any and all ATs rail Cars and Train Sets (one, or more Cars traveling together).
Confirmed (confirmed) means that a reserved Journey has been confirmed by ATs or a Rez Center.
Crew means any employee or agent working for ATs on Cars or otherwise in support of the provision of Journeys.
Crew Chief means the senior Crew member working on or responsible for an ATs Car, Train Set and related Crew.
Email means an email sent by a Passenger to ATs' published email address or by ATs to a Passenger at the email address provided by the Passenger, which is considered delivered only if and when the recipient acknowledges receipt by return email.
Fare(s) means the price paid or payable by Passengers for Journeys by Rail.
Force majeure event means, for the purpose of these Terms, any condition beyond ATs' control or that can't be reasonably foreseen, anticipated or predicted by ATs including, but not limited to: weather conditions; acts of nature; riots; civil commotion; embargos, hostilities or disturbances; strikes, work stoppage, slowdown, a lockout or labor related dispute involving or affecting ATs services; unforeseen government regulations or requirements; ATs or a support supplier experiencing uncontrollable shortages of labor, fuel or facilities; uncontrollable service disruptions caused by or affecting Amtrak or other supplier operations; unusual and unforeseeable circumstances beyond ATs' control the consequences of which could not be avoided with all due care; and, any delay, demand, circumstances or requirement due directly or indirectly to such conditions.
Journeys by Rail or Journey means any Journey by Rail and related services described on or referred to in ATs' web site or otherwise provided by ATs, a related entity or its agents, including services specifically described in Travel Documents .
Journey night means an overnight period of time included in the itinerary of a given Journey by Rail.
Mail means the US postal service. Delivery by Mail is deemed made when the US postal service has a record of such delivery.
Passenger means a person named on a confirmed reservation, traveling in a Car or occupying a bedroom. A Lead Passenger is a Passenger that makes reservations and payments for him/herself and on behalf of other Passengers traveling with him/her.
Rez Center means an ATs authorized reservation center that reserves and confirms Journey reservations.
Travel Documents include a description of a Journey by Rail, expected travel times, necessary tickets and boarding documents, related Passenger requirements, and other information regarding a confirmed Journey.
- 2. IDENTIFICATION, AGE.** Passengers must be or be with a Passenger that is at least 21 years old and provide photographic identification and proof of age if requested. Cars have no amenities designed for children.
- 3. FARES.** Fares for unconfirmed Journeys can be increased at any time without prior notice. Unless otherwise provided for in these Terms, final Fares are determined when a Journey by Rail reservation is confirmed. Until full payment for a Journey is made, the Fare for a confirmed Journey is subject to surcharges because of unexpected increases in or unexpected additional: a) fuel costs that impact the cost of operations; b) charges by Amtrak or other railroads that provide locomotives/engines to move Cars or Train Sets between or required services at scheduled layover locations; (c) rail track access costs; (d) Amtrak or government fees, taxes or other unusual charges; and, (e) Car operating costs that occur for reasons not within the control of ATs. Total surcharges will not exceed an amount equal to 3% of confirmed Journey Fares.
- 4. FARES DO NOT INCLUDE.** Unless otherwise described in Travel Documents, Journey by Rail services do not include, among other things: airline and other transportation to Cars at Journey departure and from Cars at Journey disembarkation locations; goods or services acquired from third parties; special services not available to all Passengers including requested unusual meals or beverages; laundry service; telephone calls; travel insurance; rental cars; vaccinations; off Car tours and other activities during layovers; costs of passports and other personal documents; and, medical care of all kinds.
- 5. RESERVATIONS, DEPOSITS AND PAYMENTS.** Reservations are made with travel agents, authorized tour suppliers or an ATs Rez Center. Confirmed reservation deposits are 5% of the total Fare(s) when the reservation is made more than 364 days before the departure date, increasing by an additional 10% of the total Fare(s) 273 days before the departure date, increasing by an additional 10% of the total Fare(s) 186 days before the departure date, increasing to full payment prior to 91 days before the departure date. If any such payment is not received, reservations are subject to cancellation without further notice. Payment can be by check, bank transfer, money order or acceptable debit/credit cards. There is no charge to be on a standby list.
- 6. CANCELLATIONS, REFUNDS.** A full refund of all Fare deposit amounts paid is made to Passengers for cancellations of Confirmed reservations that ATs originates or Passengers request more than 91 days before a departure date decreasing by 1% of such amounts each day starting on the 91st day until including the 14th day before the departure date. No refund is owed or payable within 13 days before the departure date. Pursuant to other provisions of these Terms, if the total Fare increases by more than 3% of a confirmed Fare for any reason, Passengers can cancel their Journey within the 7 day period after being notified of such increase and a full refund of all Fare amounts paid will be made by ATs. Notification of cancellations must be made: (1) directly to ATs by email to rez@americatrains.com, such cancellation is considered received at the time that ATs confirms receipt thereof by return email; or, (2) in writing delivered by registered USPS mail, such cancellation is considered received on the date it is delivered to ATs; or, (3) by telephone, such cancellation is considered received at such time as the Passenger receives a Cancellation Number. The date the notification is received by ATs or ATs provides a Cancellation Number is the effective date of the cancellation. By accepting a full or partial refund, Passengers waive all rights to any and all further refund claims or remedies, except the balance of the full refund owed, if any. Name changes are considered to be cancellations. If Passengers do not comply with the provisions of the Terms and Conditions it shall be assumed that Passengers have provided a notification of cancellation and ATs will have the absolute right, at its option, to cancel a

Passenger's confirmed reservation without further notice; in this event the above refund provisions will apply. ATs reserves the right to and if ATs cancels a confirmed Journey at any time, Passengers have the option of taking a different Journey subject to availability, or being paid a full refund of the Fare; in this event Passengers have no further financial or other claims .

7. **SERVICES.** Fares include accommodations, on board activities, meals, standard brand alcoholic beverages with meals and at scheduled social events if legally allowed, and other services as and that are described in Travel Documents.
8. **TRANSFERS.** Unless described in Travel Documents, transportation and transfers to or from Cars and airports or other places before, after and during en Journey route layovers, are not included in Fares or considered to be part of Journey services. ATs or Rez Centers may recommend and/or make transfer arrangements if requested, to be paid for by Passengers. At its option, ATs may provide transfers for a reasonable or no cost to Passengers, as described in Travel Documents or otherwise in writing.
9. **PASSENGER REQUIREMENTS.** Confirmed Passenger names, departure dates, places, fares, accommodations, boarding and itinerary information are included in Passenger Travel Documents provided by ATs before departure. Passengers are responsible for arranging and paying for any additional costs for transportation, hotel, and other travel arrangements not described in Travel Documents. Passengers must be on board no later than the stated Boarding Time or as otherwise instructed by ATs. Passengers are responsible for being aware of departure times and to board trains before they depart from all stations. Requests for changes of Confirmed reservations must be made with the same source that provided the original Confirmation. ATs does not guarantee that it can make requested changes. Each individual change will be subject to payment of a \$25 change fee, at ATs' option, plus such other expense that ATs may incur directly or that is imposed by an ATs supplier.
10. **PRE DEPARTURE CHANGES.** Except as otherwise expressly stated in these Terms, Journeys, routes, timetables, and services are not guaranteed and are subject to change or cancellation by ATs. If ATs changes a Journey departure date by more than 24 hours, Passengers can accept changes that ATs offers, choose to take a different Journey at a different time subject to availability, or cancel a Confirmed reservation and receive a full refund.
11. **EN ROUTE CHANGES.** Excluding conditions arising out of force majeure events, if: a) a Journey is delayed en-route and Passengers can not be accommodated on a Car, ATs will pay for hotel accommodations and meals during the delay until the last scheduled day of the Journey, or until alternative travel arrangements are available; b) a Journey terminates after departure before reaching the final destination, ATs will pay for hotel accommodations and meals until the last scheduled day of the Journey, transport the Passenger by other means to the scheduled final destination, and pay refunds to Passengers in an amount equal to the percentage that the number of cancelled Journey nights are of the total number of scheduled Journey nights less amounts paid for hotel accommodations, meals and alternative transportation; c) the Journey extends beyond the intended number of Journey nights, until the Journey ends ATs will provide on board meals and accommodations to Passengers. Passengers are not entitled to any other compensation for en route changes, including consequential damages.
12. **OTHER ATs CHANGES AND RIGHTS.** Notwithstanding other provisions in these Terms, ATs can before or during a Journey, divert, postpone, delay or change any aspect of Car operations, routes, services, timetables and Journeys, if ATs deems, at its sole discretion, that Car operations, expected Journey services or Passengers may be adversely impacted by an unexpected or abnormal circumstance or event, or that Passengers may be at risk of loss or injury, or a Car may be at risk of damage, or an unreasonable delay or other unexpected undesirable operating circumstance may occur. In such an event(s), Passengers waive any and all rights to related claims against ATs. Any such change will be considered to be a part of the Journey as if specifically described in Travel Documents. Passengers acknowledge that if a reservation is for a specific Car that it may be replaced by an alternative Car, and that ATs may not yet have the intended Car in service when a reservation is confirmed.
13. **OTHER PASSENGER CONDITIONS.** Except as otherwise provided for in Travel Documents, Passengers carried on a Journey beyond a final destination for any reason not the fault of ATs will pay reasonable additional costs determined by ATs and if a Passenger voluntarily terminates a stay on a Journey before it ends for any reason, ATs will not refund any unused portion of the Fare. ATs decisions regarding Passenger safety while on or around Cars is binding. Passengers are solely responsible for awareness of Car operating timetables and for costs that they incur if they miss or experience inconvenience regarding initial or en-route station stop boarding and departures.
14. **PHOTOGRAPHS AND RECORDINGS.** Passengers agree that they will only utilize photographs, video, film, or other visual or audio recordings made during their Journey for personal, non-commercial purposes. Unless otherwise specifically requested and acknowledged by ATs in writing, Passengers grant to ATs ownership of and an irrevocable, perpetual worldwide license to utilize any visual, video or audio recordings of them, their portrayal or likeness that relate to Car occupancy and Journey layover activities for advertising or promotion of ATs Journeys and services, without payment or compensation.
15. **ANIMALS.** Animals are not permitted on Cars; except that, with the prior written permission of ATs, guide-dogs, service-dogs and dogs under 10 pounds may be permitted on some Cars. If dogs are permitted on board, certain restrictions will apply, a non refundable minimum pet fee of \$300.00 must be paid and Passengers must pay an additional reasonable amount for damages caused by dogs or for extra cleaning required because of the dog, as determined at the sole discretion of ATs.
16. **SMOKING.** Smoking tobacco and electronic vaping devices are not permitted on board Cars unless specifically requested by a Passenger and permitted by ATs in such Passenger's Travel Documents. If permitted, smoking may be allowed in specific bedrooms if Passengers pay an additional 'refreshing' fee, in an amount determined by ATs, that pays costs to prevent and eliminate possible odor or other remnants of smoking which may include, but is not limited to, installation of a transportable in-room filtration device plus special daily and post Journey bedroom cleaning services intended to eliminate any residual smoking residue; and/or, in designated common areas (if any) on train sets with multiple Cars. If off Car smoking at Amtrak stations during stopovers is allowed and time permits, Passengers are responsible for compliance with related station smoking requirements and for re-boarding Cars on time. Smoking marijuana on Cars for any purpose is prohibited.
17. **BAGGAGE.** Maximum per bedroom baggage is limited to four items which can include bags that are up to 14" X 11" X 7" each or hanging garment bags that are each up to 60" long, 22" wide and 6" deep, one of which can be replaced by a musical instrument up to the size of a typical guitar case. All items and bags must have a tag with a Passenger's name, telephone

number and address on the outside; tags are included with Travel Documents. Cars may have additional space for extra, overweight or larger items. Approval to bring additional items on Cars must be obtained in writing before Travel Documents are delivered to Passengers and a per item fee may be charged. If requested by Passengers, baggage will be delivered to and from bedrooms when boarding and disembarking by Car Crew. Passengers are responsible for keeping and storing bags and all their possessions in designated bedroom areas in a manner that does not present a safety hazard. Passengers traveling with infants under the age of two may bring additional pre approved infant items onboard. ATs is not responsible for loss or damage to baggage or Passenger personal belongings while on Cars, when being handled by Car Crew, or otherwise. Passengers expressly assume all risk of loss with respect to their baggage and personal belongings while on and if removed from Cars at en-route destinations. As determined by ATs in its sole discretion, baggage must not contain any items which are or can potentially be dangerous, illegal, likely to harm or annoy other Passengers, or that are banned by any proper authority. ATs, at its sole discretion, may remove unapproved or banned baggage or items in a Passenger's possession from a Car.

18. **THIRD PARTY PROVIDERS.** ATs is not liable for delivery or receipt of services, goods or supplies provided to Passengers by third party suppliers, even if ATs suggested or made related arrangements for or on behalf of a Passenger. This includes, but is not limited to, tour suppliers, providers of other activities, medical care, or other persons or entities providing any service, goods or support to Passengers. Unless expressly provided for in Travel Documents or these Terms, Passengers are solely responsible for payment for any and all such services, goods or supplies, whether acquired directly or through ATs.
19. **INDEMNIFICATION.** Passengers indemnify ATs for penalties, claims and damages of any nature incurred or imposed upon ATs or other Passengers by virtue of a Passenger's negligent, violent, or illegal act.
20. **PASSENGER MEDICAL/HEALTH CONSIDERATIONS.** Any and all expense and losses arising because a Passenger is ill, injured, or quarantined during a Journey is payable by Passengers, not ATs. Medical facilities are available in communities at most Amtrak, and station stops of other railroads. Wheelchair accessibility on Cars is not available because it is not reasonably possible to provide related capabilities on or to modify older Passenger railroad cars. Cars may present difficulties for persons with limited mobility. Journeys may require Passenger exertion. Passengers warrant that they are physically and otherwise fit to undertake a Journey by Rail. Before a Journey is Confirmed, Passengers must provide ATs with information for an in-travel emergency contact. Passengers must advise ATs in writing about any physical or emotional medical condition that may require professional attention, additional equipment or service during a Journey, or that might impede their ability to move about and safely travel on Cars. In the reasonable opinion of ATs, if Cars are unable to properly accommodate medically challenged Passengers, reservations will not be Confirmed or can be cancelled. ATs has the right to question Passengers about and to cancel their reservation if they might have contagious medical conditions on their Journey departure date; in which event ATs will pay them a full refund. Women in advanced pregnancy and persons with some medical conditions must provide ATs with a current doctor's certificate at least 21 days before departure certifying that they are fit for train travel, if requested by ATs.
21. **TRAVEL DOCUMENTATION.** Passengers are responsible for obtaining valid passports and travel documents if traveling to or from Canada on Cars. ATs assumes no responsibility if a Passenger is refused entry into Canada for any reason. No refunds will be paid if a Passenger's Journey is prematurely ended because the Passenger does not have valid travel documents.
22. **TRAVEL INSURANCE.** ATs recommends that Passengers acquire travel insurance as protection from unexpected costs arising out of cancellations, baggage loss or damage, illness and otherwise. Sources of travel insurance are available from ATs.
23. **SECURITY PROVISIONS.** In the interest of security, Passengers agree to a reasonable search of their person, baggage and property, and to the confiscation of objects that may, in the opinion of ATs, Amtrak or a security authority, impair Journey safety, inconvenience other Passengers, or violate laws in any jurisdiction or place that a Journey by Rail may travel in or to, including, but not limited to, non-prescription narcotics, controlled substances, marijuana, weapons or illegal commodities.
24. **TELEPHONES AND ELECTRONIC DEVICES.** For the comfort of all Passengers and to maintain the spirit and exclusivity of luxury train travel, radios or television use in some public areas may be limited. Passenger use of radios, mobile phones, laptops and anything that has the ability to disturb other Passengers should be confined to the privacy of a Passenger bedroom or otherwise used apart/away from other Passengers, and should be controlled to avoid annoying other Passengers. Disturbing other Passengers by use of sound emitting devices is considered a violation of Passenger behavior, see item 25.
25. **PASSENGER BEHAVIOR.** Passengers are expected to: be appropriately dressed, as recommended in Travel Documents; conduct themselves in an orderly and acceptable manner; not impair Journey safety; and, not jeopardize, inconvenience or disrupt the enjoyment of other Passengers. ATs reserves the right to not allow any Passenger to board or remain on a Car if their actions are contrary to these expectations. If a Passenger's behavior is causing or is likely to cause distress, danger or annoyance to any other Passengers, damage to property, delay Car or Journey schedules, or violate any applicable regulation or law, a Crew chief may remove a Passenger from a Car. In this event ATs will not be obligated to pay a refund or any related compensation and such Passengers may be required to pay for related loss and/or damage incurred by ATs or other Passengers. Unless otherwise specifically approved by ATs or a Crew Chief, personal alcohol and food (excluding light dry snacks in containers) that Passenger bring on to Cars must be consumed by Passengers in their assigned bedroom.
26. **MUTUAL AGREEMENT TO ARBITRATE ("Arbitration Agreement").** This Arbitration Agreement is intended to be as broad as legally permissible, and, except as it otherwise provides, applies to all claims, disputes, or controversies, past, present, or future, that otherwise would be resolved in a court of law or before a forum other than arbitration. ATs, and Passengers on behalf of themselves and any and all individuals for whom they purchase a Journey (collectively "Others"), agree that this Arbitration Agreement applies, without limitation, to claims ATs may have against Passengers and claims Passengers may have against ATs and any affiliates or related entities, or against any party to which ATs owes indemnity (which party may also enforce this Agreement), based upon or related to: these Terms and Conditions, breach of contract, tort claims, common law claims, Passenger relationships with ATs, Fares, tickets, services and accommodations provided by ATs, carriage on ATs Cars, ATs Cars and equipment, personal injuries, and any claims for discrimination and failure to accommodate. All such claims and disputes shall be decided by a single arbitrator through binding arbitration and not by a judge or jury. Arbitration shall be

held in the State and County in which ATs has its primary administrative office, or such other location agreed to by ATs. Except with respect to the Class Action Waiver below, the arbitrator, and not any federal, state, or local court or agency, shall have exclusive authority to resolve any dispute relating to the validity, applicability, enforceability, unconscionability or waiver of this Arbitration Agreement, including, but not limited to any claim that all or any part of this Arbitration Agreement is void or voidable. This Arbitration Agreement is governed by the Federal Arbitration Act ("FAA") and evidences a transaction involving commerce. The arbitration will be conducted before a single arbitrator under the Consumer Arbitration Rules of the American Arbitration Association ("AAA"), which are available at the AAA website (www.adr.org). A court of competent jurisdiction shall have the authority to enter judgment upon the arbitrator's decision/award. The parties agree to bring any claim or dispute in arbitration on an individual basis only, and not as a class or representative action, and there will be no right or authority for any claim or dispute to be brought, heard or arbitrated as a class or representative action ("Class Action Waiver"). Regardless of anything else in this Arbitration Agreement and/or the applicable AAA Rules, any dispute relating to the interpretation, applicability, enforceability or waiver of the Class Action Waiver may only be determined by a court and not an arbitrator. This Arbitration Agreement does not apply to any claim or dispute that an applicable federal statute states cannot be arbitrated.

27. **ATs LIMITATIONS OF LIABILITY, CLAIMS.** Except as otherwise provided for in these Terms, Passengers assume all risks during and related to their Journey that include, but are not limited to, Car operations, on board and off Car Journey related services, activities or events. By accepting a Confirmed Journey reservation, or boarding or occupying a Car, except as otherwise provided for in these Terms, Passengers waive and have no rights to claims against ATs, its officers, directors, employees and agents, and Amtrak as a provider of services to ATs, arising from or related directly or indirectly to a Journey, including, but not limited to, claims for or arising from: force majeure events; perils of the rails; fuel shortages; accidents; theft; crime by any person; Car operating errors; failure or defect in machinery or equipment; medical treatment; lost or damaged baggage and personal belongings; changes in Journey departure or arrival times; deviation or stoppage while in transit; alleged poor or lack of service; changes in Journey layover locations; other variations from scheduled Journeys; cancellation of scheduled Journeys; an act, omission, fault or negligence of any Passenger; personal injury; death; property damage; inconvenience; misrepresentation; loss of revenue; loss of profit or enjoyment; inconvenience; upset, disappointment, distress or frustration, whether physical, mental, or otherwise; travel or miscellaneous costs; punitive damages; unjust enrichment or profit; intentional acts; non-monetary loss; injunctive relief; or, any other cause or circumstance beyond the control of ATs whether or not of a kind listed herein. Except for claims arising because of acts of negligence, Passengers expressly waive any and all rights for claims that arise because of actions or omissions of Amtrak, other railroads or suppliers that are involved in the movement of or that provide service to Passengers or Cars. These limitations of liability and claims extend to ATs Crew and to independent contractors, concessionaires, caterers and agents working and paid directly for and by ATs. For these purposes these Terms are deemed to constitute a contract entered into between Passengers and ATs on behalf of all such persons and entities, whom and that will, to the related extent, be deemed to be parties to Passenger acceptance of these Terms. All permitted claims for injury or death must be received in writing by ATs within 185 days after the occurrence of reasons for such claims. All other permitted claims must be received in writing by ATs within 30 days after the incident occurs. Failure to make a claim within these time limits will terminate all Passenger rights to any such claim or suit. If a court of law finds that ATs is liable for damages or costs for any reason whatsoever, Passengers agree that the amount of compensation that they can claim from ATs (excluding claims for death or personal injury) is: a) a maximum of \$500 per person for loss of or damage to luggage or personal property (including money), b) a maximum equal to 20% of the full Fare paid for a Journey for dissatisfaction with Journey experiences and services provided by ATs that are not the result of a Passenger's actions or omissions, and c) a maximum equal to the full Fare amount if a Journey is cancelled by ATs. Passengers agree that any claim or lawsuit arising under or in connection with these Terms, including claims relating to death or personal injury, will be governed by provisions of these Terms and must be filed in the State of Wyoming, U.S.A. to the exclusion of the Courts of any other state or country.
28. **RAILROADS.** ATs is not responsible for Passenger loss, inconvenience, damage or costs that arise out of any past, present or anticipated action or inaction by or under the control of Amtrak or any other railroad related to movement and support of Cars.
29. **OTHER SERVICE.** Passengers can request preferred goods and services, including food, beverages and special services up to 21 days before the departure date. Provision of such goods and services may or may not be available. Unless otherwise agreed to by ATs in writing or Travel Documents, the cost of such goods and services is payable by related Passengers. ATs has no responsibility for delivery of or payment for goods and services acquired independently by Passengers.
30. **AMTRAK REGULATIONS.** Passengers must comply with applicable Amtrak regulations, including provisions of the Amtrak Private Car Safety manual, a copy of which is included in Travel Documents or available to passengers on request. If there is a conflict between these Terms and Amtrak regulations, Amtrak regulations prevail.
31. **CARS.** ATs may not acquire individual Cars until after sufficient advance sales have been made to ensure high occupancy and to reduce excess bedroom inventory; related economic benefits can include reduced Fares. A reservation may be for a Journey on a Car that is not yet in service. In the unexpected event that a Journey can't be provided by ATs because such Car is not yet available and there is no alternative Car, or for any other reason, ATs will advise Journey buyers accordingly not later than 91 days before the departure date, and Passengers will be paid a full refund of all Fare deposits and waive all other related claims.
32. **MISCELLANEOUS.** The illegality or invalidity of any provision of these Terms shall not affect or invalidate any other paragraph, clause, or provision thereof. Titles in these Terms are for convenience and have no separate meaning or effect. In the event of any inconsistency between these Terms and any applicable third party conditions or regulations, these Terms shall prevail.
33. **ACCEPTANCE.** On behalf of him/herself and "other Passengers" named on the reservation form that are traveling with him/her, the Lead Passenger agrees: a) to be bound by these Terms and other disclosed travel conditions and terms separately imposed by ATs; b) that he/she has the authority to bind other Passengers to and that they have been made and are aware of and agree to these Terms and other terms; c) that he/she is 21 years of age or older and where placing an order for services with age restrictions he/she and other Passengers are of the appropriate age to purchase and/or use those services.