



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

- 1. DEFINITIONS.** For the purpose of these Terms the following meanings apply.
  - "**Baggage**" means all Passenger baggage, personal belongings and related items.
  - "**Car(s)**" includes any and all rail Cars and Train Sets (one, or more Cars traveling together).
  - "**Confirmed**" means that a reserved Journey has been confirmed by ATs or a Rez Center.
  - "**Crew**" means any employee, agent, manager or person working on or for Cars.
  - "**Crew Chief**" means the senior Crew member working on a Train Set or Car.
  - "**Documents**" include a description of and travel documents needed to take a Journey.
  - "**Email**" means email delivery of information deemed delivered when sent by a Passenger to ATs' published email address or by ATs to a Passenger at the email address provided by them.
  - "**Fare(s)**" means the price of and payments made by Passengers for Journeys by Rail.
  - "**Force majeure event**" means, for the purpose of these Terms, any condition beyond ATs' control or not reasonably foreseen, anticipated or predicted by ATs including, but not limited to: weather conditions; acts of nature; riots; civil commotion; embargos; actual or threatened wars, hostilities or disturbances; any strike, work stoppage, slowdown, lockout or labor related dispute involving or affecting ATs or Amtrak services; a restrictive government regulation, demand or requirement; if ATs or a support supplier experiences a shortage of labor, fuel or facilities; service disruptions of any kind 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.
  - "**Journey**" or "**Individual Journey**" means a Journey by Rail and travel arrangements described in documents.
  - "**Mail**" means the US postal service.
  - "**Passenger**" means any person making a payment for, named in or receiving a Confirmed Journey reservation for, or boarding a Car(s) to travel on a Journey, their heirs and representatives.
  - "**Rez Center**" means an ATs authorized reservation center that can reserve and confirm Journey reservations.
- 2. IDENTIFICATION AND 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. RESERVATIONS, DEPOSITS AND PAYMENTS.** Reservations are made through travel agents or directly with a Rez Center. Normal confirmed reservation deposits may be \$50 prior to 175 days before the departure date, and are \$100 per person 175 days before departure, increasing to \$200 per person 133 days before departure, increasing to full payment 91 days before departure. ATs may, but is not required to provide a notice when increased deposit amounts are due. If any due payment is not received as required, ATs can cancel a reservation without further notice. Final Documents are provided by a Rez Center by Mail about two weeks before departure. Payments can be by check, bank transfer, money order or acceptable major debit/credit cards. Subject to these Terms, tangible delivery of all Journey rights being purchased occurs when a Journey is Confirmed, at which time related amounts paid by Passengers are deemed earned by ATs, and, unless Passengers are unable to depart on their Confirmed Journey due to non performance by ATs, Passengers have no right to request or receive a refund, including a credit or debit card chargeback (pursuant to related regulations/law).
- 4. FINANCIAL SECURITY.** ATs holds all amounts paid for Journeys in a trust account to the extent that and from which all related Journey operating costs and expenses can be and are paid.
- 5. PRICES.** Fares/prices include accommodations, scheduled on board activities, meals, common brand alcoholic beverages with meals and at scheduled social events, and normal hospitality services as or unless otherwise described in Documents. Prices of unsold Journeys can be changed at any time without notice. Until full payment for a Journey by Rail is made, the price of a confirmed Journey is subject to change because of: a) fuel cost changes; b) unexpected charges from/by Amtrak or other train haulage, rail track access and other Car movement providers; and, c) new or changes in government fees, taxes or charges. In this event, if the total price of a Journey increases by more than 5% of the original Confirmed price, passengers can cancel their Journey within 7 days after being notified of such increase and receive a full refund of all amounts paid for the Journey.
- 6. PRICES DO NOT INCLUDE.** Unless expressly stated in Documents, prices do not include: airfares; transfers to/from Cars; personal items; preferred and special meals or beverages not listed in Documents; laundry; telephone calls; travel insurance; extra fees and charges described in these Terms; rental cars; vaccinations; gratuities (which are not mandatory); off Car tours and activities not described in Documents; costs of travel documents, lost belongings or medical care.
- 7. TRANSFERS.** Unless included in Documents, transfers to and from Cars and airports or other places during en route layovers are not included in Journey prices or considered to be part of Journey by Rail services. ATs or Rez Centers will recommend and/or make transfer arrangements if requested for a relatively reasonable charge, or ATs may provide transfers at no cost to Passengers, at its sole option, as described in Documents.

8. **PASSENGER CANCELLATIONS AND REFUNDS.** Pursuant to these Terms, a full refund of all amounts paid is made to passengers that cancel a Confirmed reservation more than 91 days before a departure date. Thereafter, the refund is equal to all amounts paid less 1% of such amounts for each day under 92 until and including 14 days before the departure date; thereafter, no further refund is paid or owed. Although it is suggested that an intention to cancel be made by telephone, notification of cancellations must be in writing delivered by Mail and/or by Email to the Rez Center that issued Documents, not a retail travel agency; the date the notification is received by the Rez Center is the effective date of the cancellation. By accepting any refund provided for in these Terms, Passengers waive the right to any further claims or remedies. Name changes are considered to be cancellations.
9. **JOURNEY INFORMATION, PASSENGER CHANGES.** Published and Internet Fares, routes and timetables are not guaranteed and are subject to change without notice. Specific Journey Passenger, departure date, accommodations, fares, points of departure, boarding and itinerary information is included in Documents. Passengers must be on board no later than the stated Boarding Time or as otherwise instructed by ATs in writing. Request for Confirmed reservation changes must be made by notifying ATs or the Rez Center that confirmed a Journey by Mail or Email; however, it is suggested an early telephone call might expedite change implementation. ATs will try to but does not guarantee that it can make requested changes. Each individual change will be subject to payment of a \$25 change fee, plus such other expense that ATs may incur and any additional costs incurred or imposed by any ATs supplier. If ATs is unable to make the requested change and a Passenger does not wish to proceed with the original Confirmed reservation, no change fee is owed, the Journey will be cancelled, and a refund will be payable as provided for in these Terms.
10. **ATs CANCELLATION, PRE DEPARTURE, OTHER CHANGES.** If ATs: a) cancels a Confirmed Journey for reasons not requested by a Passenger within 28 days before departure, or unexpected conditions require a change of a departure date by more than 24 hours, Passengers can accept changes that ATs offers, choose to take a similar Journey at a different time subject to availability, or cancel a Confirmed reservation and receive a full refund; b) cancels a Confirmed Journey within 14 days before departure, ATs may (or may not) also pay compensation to Passengers as it determines to be reasonable; c) changes a departure point or destination beyond a 25 mile radius, if requested by Passengers ATs shall provide transportation from the original to the new departure point and from the new to the original destination point at its cost. The preceding provisions constitute a Passenger's only remedies and claim rights against ATs for Journey cancellations and changes before departure.
11. **EN ROUTE CHANGES.** Except for and excluding force majeure events, if: a) a Journey is delayed en-route and a Passenger can not be accommodated on a Car, ATs will arrange for hotel accommodations and meals at no additional expense to the Passenger for the duration of the delay; b) a Journey terminates after departure and before reaching the final destination, ATs will arrange and pay for hotel accommodations and meals ending on or before the date the last scheduled day of the respective Journey and/or refund a proportionate amount of the fare to a Passenger, and transport the Passenger by other means to the scheduled final destination; c) the Journey is lengthened beyond the intended number of days, ATs has no liability and Passengers are not entitled to any payment or other compensation, including consequential damages. Notwithstanding anything to the contrary, Passengers have no and waive all right rights to any claim against ATs for any occurrence arising from a delay, poor or lack of service, or other Journey or service variance arising directly or indirectly from any act or condition related to provision of services and actions or omissions by Amtrak, other railroads or supplier of services.
12. **OTHER ATs CHANGES AND RIGHTS.** Notwithstanding and in lieu of other pertinent provisions in these Terms: a) without related liability and free of any and all claims from Passengers, ATs can at any time, before or during a Journey, divert, postpone, delay or change any aspect of Car operations, routes and Journeys if in its opinion related operations or services may be hindered or prevented by any abnormal circumstance or event, or if a Car or Passenger may be at risk of loss, injury or damage, or unreasonable delay or become unavailable. Any such unscheduled actions will not become a deviation but will be a part of the Journey as if specifically described in the Documents; b) Unless otherwise provided for in these Terms, ATs is not liable for and will not pay unexpected Passenger costs or damages related to Journey cancellations, delays and disruptions arising from a force majeure event, including but not limited to, refunds, hotel and meal charges, travel costs, inconvenience, disappointment, and other loss or expense. However, ATs will consider the circumstances of each such event and may, or may not, pay Passengers compensation as ATs determines to be reasonable at its sole and final discretion; and, c) ATs may replace any Car with a suitable alternative Car at any time.
13. **OTHER PASSENGER CONDITIONS.** Passengers carried on a Journey beyond a final destination for any reason without fault of ATs will pay reasonable additional costs determined by ATs. 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 in all instances.
14. **ANIMALS AND LIVESTOCK.** Animals and livestock will not be carried, except guide-dogs in certain restricted circumstances, to be determined at the time a reservation is Confirmed. However, dogs under 10 pounds that do not readily shed hair (as determined at the sole discretion of ATs) may (or may not) be permitted on some Cars, with the prior written approval of ATs. A non refundable pet fee of \$300.00 must be paid. Dogs are not allowed in public areas and must remain in bedrooms, or in hallways on a leash when entering and leaving Cars. Passengers must pay for damages or extra cleaning that may caused, directly or indirectly, by their dog.

15. **SMOKING.** Smoking on board Cars is not permitted except in designated areas, which may or may not exist depending on Car or Train Set configurations, Passenger comfort and safety issues determined solely by ATs.
16. **BAGGAGE.** Maximum per bedroom baggage is limited to four items, 25 lbs (12 kg) and 14 X 11 X 7 inches each, and four carry-on hanging garment bags, 50 lbs (23 kg) and 28 x 22 x 14 inches each, one of which can be replaced by a musical instrument up to the size of a typical guitar case or garment bag; except that, a maximum of three such personal items and a combination of three carry-on bags or garment bags is permitted per bedroom. All items and bags must have a tag with a Passenger's name and address on the outside; they are included with Documents. Cars may (or may not) have additional space for extra, overweight or larger baggage or sports equipment. If such space is available, approval to bring such bags or equipment on Cars must be obtained before a reservation is Confirmed and a per item or bag fee of up to \$50 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 and any other item in designated bedroom areas in a manner that does not present a safety hazard. No other checked baggage capability is available. Passengers traveling with infants under the age of two may bring an additional infant item onboard (strollers, diaper bags) which does not count towards the personal items or carry-on baggage limit. ATs is not ever 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 when 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, liable to harm or annoy other passengers, are banned by ATs or any proper authority as they determine at their sole discretion. ATs may remove from a Car for safekeeping purposes.
17. **THIRD PARTY PROVIDERS.** ATs is not liable for services, goods or supplies provided to Passengers by independent contractors and third party suppliers, whether or not ATs suggested or made related arrangements. This includes, but is not limited to tour suppliers, providers of other activities, physicians, paramedics, nurses, or other persons or entities providing any service, goods or support to Passengers. Unless expressly provided for in 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.
18. **INDEMNIFICATION.** Passengers indemnify ATs for penalties, claims and damages of any nature incurred or imposed upon ATs by virtue of any negligent, violent, or illegal act by them.
19. **PASSENGER MEDICAL/HEALTH CONSIDERATIONS.** Any and all expense and losses arising because a Passenger is ill, injured, or quarantined during a Journey is owed, payable by and be for the Passenger's account, including emergency transportation and transfer costs. No significant medical facilities are available on Cars. Medical facilities are available in communities at numerous Amtrak or station stops of other railroads. Wheelchair accessibility is not available because it is not reasonably possible to provide related capabilities on 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 train Journey. Before a Journey is Confirmed, 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. If Passengers do not provide full details of medical or other condition(s) that can prevent them from adequately traveling on Cars, ATs reserves the right to cancel a Confirmed reservation when such medical condition(s) becomes apparent, to deny access to Cars, and to impose applicable cancellation charges. Women in advanced pregnancy and persons with some medical conditions (if requested by ATs) must provide ATs or a Rez Center with a current certificate from their doctor at least 21 days before departure certifying that they are fit for train travel.
20. **TRAVEL DOCUMENTS.** Passengers must obtain and have valid passports and travel documents if traveling to and/or from Canada or Mexico. ATs assumes no responsibility if a Passenger is refused entry into a country for any reason. No refund will be paid and cancellation penalties apply if a Passenger cancels or if a Journey is prematurely ended because the Passenger does not have valid travel documents.
21. **TRAVEL INSURANCE.** Passengers should acquire travel insurance as protection from unexpected costs arising because of cancellations, baggage loss or damage, illness and otherwise, as may be available. Trip cancellation travel insurance may be mandatory for Passengers, in which event Passengers will be so advised at the time they make a reservation. Sources of travel insurance can be acquired from travel agents or a Rez Center.
22. **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 the safety of the Journey, inconvenience Passengers, or violate laws relative to the possession or transportation of non-prescription narcotics, controlled substances, weapons or illegal commodities.
23. **PASSENGER BEHAVIOR.** Passengers are expected to be appropriately dressed (as described in Documents), to conduct themselves in an orderly and acceptable manner, and not to disrupt the enjoyment of other passengers. Passengers must comply with ATs behavior rules and related Car Crew directions, and their conduct must not impair Journey safety, jeopardize or inconvenience other Passengers. ATs reserves the right to not

allow any Passenger to board or be on a Car if their actions might or do impede operations or negatively impact the enjoyment of other Passengers as determined at the sole discretion of a Crew Chief. 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, the 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 Passenger may be required to pay for loss and/or damage incurred by ATs or other Passengers because of his/her actions. Passengers may only consume personal alcohol within their assigned bedroom.

- 24. ATs LIMITATIONS OF LIABILITY, CLAIMS.** Further and/or in addition to other waivers of rights and claims by Passengers as provided for in these Terms, to the extent permitted by law, ATs will not be liable for loss, death, injury or illness to any Passenger, inconvenience due to delays during Journeys, or loss, damage or delay in locating baggage arising from: force majeure events; perils of the rails; fuel shortages; an increase in fuel cost; accidents; collision; stranding; fire; theft; crime by any person; fault in errors of Car operations; explosions; failure or defect in machinery, equipment, furnishings, supplies or a Car; fault or neglect of ATs managers, Car Crew, agents, servants or independent contractors; the quality, nature or consequences of medical treatment; any loss, damage or delay arising from inherent defect; quality of Passenger baggage; the insufficiency or inadequacy of baggage marks or of address or description of such baggage; damage to automobiles, parked or otherwise, for any reason whatsoever; any loss or damage caused by delay in departing, prolongation of the Journey, deviation or stoppage in transit; changes in calls at en-route places; variations from the scheduled or regular Journey itinerary; seizure of the Journey under legal process; any act, omission, fault or negligence of any Passenger; or any other cause or circumstances beyond the control of ATs, whether or not of the kind listed herein. ATs is not responsible for expenses incurred by Passengers in preparing for a Journey, including all airline travel, travel documents or otherwise. Passengers waive any and all rights for any claims whatsoever against ATs if Journey changes or on board rights and activities are the result of demands or actions by Amtrak or other railroads that provide locomotives or service to Cars. These Terms extend to all independent contractors, caterers, concessionaires, servants, Crew and agents of ATs; and, for this purpose 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 this extent, be deemed to be parties to Passenger acceptance of these Terms. All claims for injury or death must be received in writing by ATs within six months after the occurrence. All other claims must be received in writing by ATs within 30 days after the incident occurs. Failure to comply with these terms will completely terminate Passengers 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 ATs must pay them (excluding claims for death, illness or personal injury) is: a) a maximum of \$500 per person for the loss of and/or damage to any luggage or personal possessions (including money), because it is assumed that Passengers have adequate insurance in place to cover any losses of this kind, and, b) a maximum sum equal to 30% of the price paid for a Journey for dissatisfaction with Journey experiences and any services provided by ATs, as may be reasonably substantiated, that are not the result of a Passenger's actions or omissions. 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 Texas, U.S.A. to the exclusion of the Courts of any other state or country.
- 25. AMTRAK.** Notwithstanding other reference to Amtrak in these Terms, ATs is not responsible for any Passenger loss, inconvenience, damages or costs that arise because of any past, present or anticipated action by Amtrak.
- 26. OTHER SERVICE.** Passengers can request preferred items, including food, beverages and special occasion services, up to 21 days before the departure date; confirmation regarding their availability takes up to seven days. Related costs are paid by Passengers unless expressly waived by ATs. ATs has no responsibility for delivery of or payment for goods or services acquired by Passengers from entities having no material relationship with ATs.
- 27. MISCELLANEOUS.** The illegality or invalidity of any paragraph, clause or 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, to the extent permitted by law, prevail.
- 28. ACCEPTANCE.** By making a Confirmed Journey reservation for him/herself or on behalf of other Passengers, the Passenger hereby: a) represents that he/she has the authority to bind all Passengers named on the related Confirmed reservation to these Terms; b) confirms that he/she understands and agrees to these Terms for him/herself and on behalf of other Passengers named on the reservation, and that each other Passenger has agreed accordingly; c) confirms he/she is 21 years of age or over and all other Passengers are of the appropriate age to purchase a Journey. In the unlikely event that and if a Passenger is able to confirm that he/she did not have prior access to these Terms, within 36 hours after receipt of the Documents (which include the Terms) such Passenger can cancel the Journey by giving notice by telephone to and only to ATs if it or to the specific Rez Center that provided the Documents. In this event, within five days after receipt of the Documents, the Passenger must also deliver written notice of such cancellation and return all of the Documents to ATs if it or to the Rez Center that provided the Documents. Shortly thereafter and after confirming that a Passenger did not have prior access to these Terms, as referred to above, ATs shall pay the Passenger a full refund of the Journey Fare.