

ECOLIFE Conservation Travel

Terms and Conditions

Version 2.1 Nov 19, 2021

This document lays out the terms and conditions of ECOLIFE Conservation's travel services. Completion of your travel application and receipt of your initial deposit payment indicates your acceptance of our complete Terms and Conditions.

ECOLIFE may amend these terms and conditions at any time. All amended terms and conditions are effective upon notification to travelers and upon posting to the ECOLIFE Conservation website.

The participants (travelers) and Provider (ECOLIFE Conservation, ECOLIFE) must adhere to the terms stated below:

1. Trip Cost and Fees

The total cost of the trip is \$3,995 per participant. A \$1,500 non-refundable deposit, serving as a tax-deductible donation to ECOLIFE Conservation, is counted towards the total trip cost.

A \$1,500 deposit will be collected to hold a participant's spot and the remaining balance will be invoiced to be paid no later than 60 days before the travel date. The deposit and balance can be paid by check or any major credit card. Participants are solely responsible for all credit card processing fees and taxes.

1.1. Deposit

A \$1,500 non-refundable deposit, serving as a tax-deductible donation to ECOLIFE Conservation is required within 14 days of making your reservation. Confirmation is not final until the deposit has been received and ECOLIFE has received a copy of your trip application and signed waiver.

The non-refundable deposit serves as a tax deductible donation to support ECOLIFE's efforts protecting the monarch migration. **Deposits are non-refundable** under any circumstance. You will be provided a tax donation letter to submit to the IRS following the payment.

1.2. Remaining Balance

The remaining trip payment of \$2,495 will be invoiced 90 days prior to travel, due 60 days before travel. Travelers will be reminded of the invoice payment 1 and 2 weeks prior to the due date.

Reservations made after the balance due date must be paid in full at the time of booking. We reserve the right to cancel your reservation if full payment is not received on the due date. The deposit of \$1,500 is not refundable.

1.3. Singles and Shares

Travelers who would prefer a single room are subject to a fee of \$700 (\$100/night). If you have paid the single room fee and received a confirmation from ECOLIFE, you are guaranteed a single room.

1.4. Included

The all-inclusive trip covers: accommodations, all meals from dinner on day 1 through breakfast on final day, alcoholic/non-alcoholic beverages, all gratuities, airport transfers on day 1 and final day, all activities and entrance fees, services of ECOLIFE Conservation's professional guide, all taxes, permits and service fees. Unused services or items included in our programs are non-refundable.

1.5. Not Included

Items of a personal nature (massages, laundry and internet, etc.), personal gifts/trinkets, customs taxes and fees, airline baggage fees, medical expenses of any nature, airport and departure taxes, and food or drink when not with the group.

The trip starts and ends at the Morelia Airport (MLM) in Michoacán, Mexico. All travelers are responsible for arranging transportation to and from the Morelia Airport. Transportation to the Morelia airport and back home are not included in the total trip cost.

2. Cancellation Policy

ECOLIFE Conservation understands how unfortunate it is to have to cancel your trip, especially after a long time of anticipation. We also understand that things happen outside of anyone's control. For this reason, we will do our best to accommodate your needs.

However we too, plan far ahead and continuously send non-refundable payments to hotels and other vendors. Additionally, the deposit is reported to the IRS as a tax deductible contribution. Therefore, we must strictly adhere to our cancellation policy for all guests. We strongly suggest purchasing travel insurance in the event you are forced to cancel.

2.1. Cancellations by ECOLIFE Conservation

If the trip is canceled by ECOLIFE Conservation due to extenuating circumstances, participants will receive a full refund minus the non-refundable expenses paid by ECOLIFE Conservation.

ECOLIFE Conservation will not cancel the trip less than 60 days before your departure date, except for reasons of *force majeure* or failure by you to pay the final balance. We may cancel your trip before this date if, e.g., the minimum number of clients required for a particular travel arrangement is not reached.

2.2. Cancellation by Traveler

If you find it necessary to cancel your trip, you should notify ECOLIFE Conservation in writing, by email, or phone immediately. Cancellations are 'verified' upon written receipt that the cancellation request has been received.

Please understand that once you've signed up, we lose the opportunity to sell your reserved space to other individuals or groups. Therefore, we regret that we cannot make exceptions for personal emergencies. For this reason we strongly recommend purchasing travel insurance.

If the cancellation is verified before the final balance is invoiced (90 days prior to travel), you will be given a refund minus the deposit amount. **Deposits are not refundable under any circumstances.**

If the cancellation is verified after the final balance is invoiced but prior to the invoice due date (89-61 days prior to travel), you will be refunded the trip cost minus the deposit and \$250 cancellation fee.

Due to incurring vendor costs and adherence to their respective cancellations policies, if the cancellation is verified on or after the invoice due date (60 days prior to travel), 50% of the remaining payment invoice (\$1,247) money will be refunded.

Cancellation Prior to Departure	Cancellation Charge
More than 90 days	Deposit only
89-61 days	Deposit + \$250 cancellation fee
Less than 60 days	50% of remaining payment (\$1,247)

2.3. Transferring Reservations

2.3.1. To Other Party(s)

If you or any member of your party is prevented from travelling, that person(s) may transfer their reservation to someone else. The traveler is solely responsible for finding a party to replace their reservation, subject to the following conditions:

- That person is introduced by you and satisfies all the conditions applicable to the trip as laid out in the terms and conditions;
- We are notified not less than 7 days before departure;
- The traveler has not transferred the reservation prior;
- The traveler pays a transfer fee of \$250 as well as any additional fees, charges or other costs arising from the transfer; and
- The transferee agrees to these booking conditions and all other terms of the contract between us.

In the case that a suitable replacement is found and confirmed, the traveler will receive a refund for the trip cost minus the non-refundable deposit. The traveler and transferee are solely responsible for compensation for the deposit paid to ECOLIFE Conservation.

Following the confirmation of the transferee, that party will be held to the terms and conditions and cancellation policy.

If you are unable to find a replacement, cancellation charges as set out in section 2.2 will apply in order to cover our estimated costs.

2.3.2. To Subsequent Years

If you or any member of your party is prevented from travelling, that person(s) may transfer their reservation to the next calendar year, subject to the following conditions:

- Transfer request is received more than 60 days prior to travel;
- The traveler has not already transferred their reservation from a previous year; and
- The traveler pays a \$250 transfer fee as well as any additional fees, charges or other costs arising from the transfer.

In the case that a transfer to the following year is accepted, the traveler will be refunded for all trip costs minus the deposit. The deposit will then be transferred to hold a spot on the following calendar year.

2.4. *Cutting your trip short*

If you are forced to return home early, or if you cut short your trip and return home early in any circumstance, we will not offer you any refund for the part of your trip not completed, nor be liable for any associated costs you may incur.

2.5. *Waiting List*

If you wish to be wait-listed for a full trip, the normal deposit is required. If an opening occurs on the trip, you will be informed and automatically transferred to the trip roster. If you accept the slot, you will become subject to the normal cancellation policies. Otherwise, your deposit will be refunded in full.

2.6. *Force majeure*

Except where otherwise expressly stated in the terms and conditions, we regret we cannot accept liability or pay any compensation if our contractual obligations to you are affected by “force majeure”. For the purposes of these terms and conditions, Force Majeure means any event beyond our or our supplier’s control, the consequences of which could not have been avoided even if all reasonable measures had been taken. Examples include warfare and acts of terrorism (and threat thereof), civil strife, global pandemic, significant risks to human health such as outbreak of serious disease at the travel destination or natural disasters such as floods, earthquakes or weather conditions which make it impossible to travel safely to the travel destination or remain at the travel destination, the act of any government or other national or local authority, including port or river authorities, industrial dispute, labor strikes, lock closure, natural or nuclear disaster, fire, chemical or biological disaster, unavoidable technical problems with transport and all similar events outside our or our supplier’s control.

If ECOLIFE Conservation cancels the trip due to force majeure or any cause beyond its control, ECOLIFE Conservation will refund the portion of the trip cost not already

advanced to suppliers and use its best efforts to recover and refund the balance as promptly as possible.

3. Release of Liability

Everyone is required to sign a standard liability release form before the trip, acknowledging awareness that there are inherent risks associated with the nature of the activities, a condition of your participation is that you will sign this form before the trip begins. Anyone who refuses to sign the form will not be allowed to participate.

3.1. Agreement

Upon signing the liability waiver, It is agreed that “participant voluntarily participating in these activities with knowledge of the dangers, delays, logistical and other problems in connection with the trip that may be involved and hereby agree to be responsible for my own welfare and assume any and all risks of illness, injury, emotional trauma and death and hereby release and discharge communities in common, inc. and its agents for associates from all actions, claims or demands for damages resulting from my participation in the trip.”

3.2. Claim

By offering travel to particular international destinations, ECOLIFE Conservation does not represent or warrant that travel to such points is advisable or without risk, and ECOLIFE Conservation is not liable for damages or losses that may result from travel to such destinations.

4. Medical

While on the trip if you find yourself in difficulty for any reason, we will offer you all applicable assistance as appropriate. In particular, we will provide you with appropriate information on health services, local authorities, consular assistance, and assistance with communications and finding alternative travel arrangements.

Where you require assistance for medical evacuation, ECOLIFE will not be liable for the costs of any alternative travel arrangements or other such assistance you require. For this reason, it is recommended to purchase third-party medical evacuation insurance.

ECOLIFE Conservation reserves the right to disqualify anyone at any time before or during the trip for medical or psychological reasons. Each trip member is ultimately responsible for his or her own medical expenses. We cannot refund costs of medical examinations or

other expenses incurred while preparing for a trip. If you are forced to leave the trip because of a preexisting condition, ECOLIFE is not liable for all extra expenses and will not refund any unused trip services. All health information is treated as confidential.

4.1. *Physical Requirements*

Moderate: The physical exertion involved can be considered strenuous for people who are less active. Visiting the butterfly sanctuaries requires walking for at least 30 minutes at a time at altitudes up to 10,660 feet, on steep inclines and sometimes over rough, rocky terrain.

Horses are available to ride for most portions of trails at the sanctuaries, though trails are narrow and rugged, and riders must be able maintain balance. The maximum rider weight each horse can carry is 260 pounds.

4.2. *Conditions*

Our trips are intended for individuals in good physical and mental health, with reasonably good mobility. Travelers concerned with their physical capabilities should contact our office for further details on the exact physical requirements of this trip.

We require that all participants be fully vaccinated against Covid-19. Proof of vaccination against COVID-19 is required for travel with ECOLIFE. We visit vulnerable communities in rural Mexico already at risk for pulmonary disease from indoor cooking fires, and we do not want to risk transmitting disease to them. We appreciate your understanding

5. *Guest Conduct & Limitations*

To avoid potentially dangerous situations, both for our travelers and for wildlife, all guests must obey the rules and regulations set forth by the trip leader, local guides, or other representatives of ECOLIFE Conservation, and demonstrate reasonable consideration and respect for all staff, fellow travelers and wildlife.

We cannot be held responsible for the actions or behavior of other guests or individuals who have no connection with your booking arrangements or with us.

5.1. *Rights and Responsibilities*

Additionally, ECOLIFE Conservation reserves the right, in our sole discretion, to prohibit you from joining or continuing on a trip if, in our opinion, your physical, emotional or behavioral limitations or actions pose or could pose a threat to your safety or enjoyment,

or that of other guests or staff, or the safety of wildlife. In the event you are not permitted to join a trip or are asked to leave a trip in progress as a result, there will be no refund of any portion of the trip price, used or unused, beyond that listed in our cancellation policy, nor will ECOLIFE Conservation be responsible for additional expenses that you incur.

Travelers accept responsibility for any damage or loss caused by them or any member of their party. Full payment for any such damage or loss must be paid directly to the supplier. If you fail to do so, you will be responsible for meeting any claims subsequently made against us (together with our own and the other party's full legal costs) as a result of your actions.

5.2. Passport Requirements

All guests are responsible for maintaining valid travel documentation while on the trip. ECOLIFE will not be responsible if travelers are denied entry or transit into Mexico if they are unable to provide valid documents as per the country's requirement.

6. Insurance

6.1. Trip Insurance

In order to protect your investment and health to the best extent possible, it is recommended to purchase third party trip insurance. There are a variety of plans that would cover the cost of the trip cancellation and/or medical evacuation expenses.

ECOLIFE does not promote, condone, or partner with a particular insurance provider.

7. Transport Arrangements

ECOLIFE Conservation is responsible for all travel arrangements during the trip, upon arrival to Morelia and up to disembarking in Morelia. It is the responsibility of the traveler to arrange all transportation to and from the Morelia Airport (MLM).

7.1. Start and End Points

The trip starts and ends at General Francisco Mujica International Airport (MLM), Morelia Mexico. Located at Km. 27 Carretera Morelia-Zinapécuaro, 58920 Álvaro Obregón, Mich., Mexico.

You will be met by ECOLIFE Staff at the Morelia airport on the first day of the trip and escorted to the hotel for the welcome dinner. Travelers are responsible for booking travel arrangements to start the trip at the Morelia airport. Travelers are also responsible for

booking travel arrangements back to their home from the Morelia airport on the last day of the trip.

The transportation costs into the Morelia airport and back home are not included in the total trip cost. All travel arrangements during the trip, following arrival into Morelia, will be covered by ECOLIFE.

Your arrival airport in Mexico is Morelia (MLM). We highly recommend flying direct out of Tijuana (TIJ -> MLM) using Cross Border Express (CBX). CBX allows you to enter directly into the Tijuana Airport from the United States in San Diego, CA. CBX is an enclosed pedestrian bridge exclusively for Tijuana Airport passengers who cross the U.S./Mexico border as part of their trip. It is a safe and pleasant experience.

If you need assistance in finding flights, please reach out to ECOLIFE. If you wish to arrive in Mexico early, leave later than planned, or have travel restrictions to Morelia please make the necessary accommodations with ECOLIFE.

7.2. Financial Responsibilities

ECOLIFE Conservation is financially responsible for all travel arrangements once you arrive in Mexico. All travel expenses leading up to your arrival in Mexico, including airfare, visas, extra fees, and travel taxes, are the sole responsibility of the traveler.

7.3. Delayed or Missed Transport Arrangements

If you or any member of your party misses your flight or other transport arrangement, it is cancelled, or you are subject to a delay of over 3 hours for any reason, you must contact us immediately.

If external transportation arrangements prevent you from meeting ECOLIFE at the trip start, ECOLIFE will do everything to the extent possible to arrange transportation to bring you to the travel group.

ECOLIFE is not liable for any extra fees incurred as result of missed, canceled, or delayed travel arrangements. In the case that ECOLIFE incurs extra travel costs as a result of your external travel arrangements, you may be responsible for the extra costs.

8. Considerations

ECOLIFE Conservation will make all possible accommodations and actions, within reason, to provide the participant with the most outstanding experience possible. We take pride in

knowing that ECOLIFE Conservation's trip represents the most engaging, authentic, and natural travel experience to see the monarch migration. With that being said, there are factors that lie outside of our control.

8.1. *Dietary Restrictions and Allergies*

ECOLIFE Conservation will do its best to accommodate common dietary restrictions on all of our trips, such as vegetarian/vegan, dairy-free, gluten-free, though limitations on food variety may exist. However, ECOLIFE Conservation cannot guarantee that allergens or items on your restriction list will not be present during the trip.

Ultimately, you must take responsibility for your own health and safety and understand that we cannot guarantee against contamination or airborne transmission. It is the sole responsibility of the traveler to consult a medical professional and come prepared with the necessary medications or measures.

8.2. *Itinerary Changes*

Travel is inherently prone to complications and alterations. Although not common, it may be necessary to change accommodations, transportation, activities or other services, sometimes with little or no notice. In such cases, ECOLIFE Conservation will make reasonable efforts to provide comparable substitutions wherever possible with no cost to the traveler.

8.3. *Viewing Wildlife*

ECOLIFE Conservation has made a concerted effort to coordinate the itinerary of the trip to maximize butterfly encounters. We plan the trips at optimal butterfly movement times and locations. However, because migration is a natural phenomena, we cannot fully predict nor control butterfly movements (nor would we want to).

Viewing opportunities may vary significantly due to numerous factors including monarch movements and behavior, weather conditions, human interference, climate change, and changes in species density in the various locations visited. While ECOLIFE Conservation makes its best efforts to provide an outstanding natural experience, we cannot guarantee that availability, diversity and/or quantity of monarchs during our trip.

With that being said, you can fully expect to view the monarch migration in all of its natural wonder. Over the past 10 years of travel, we have always had amazing viewing opportunities.