

## **TRUE COLORS OF ITALY LLC CLIENT SERVICES AGREEMENT**

### **1. Our Services**

Consider a unique Italian getaway in the less-crowded Le Marche Region on the central east coast of Italy. True Colors of Italy offers themed boutique excursions for 1-8 people, focused on historical, cultural, natural, or culinary experiences. These private tours, lasting one day each (each day constituting an “Excursion”), come with customizable itineraries tailored to your interests. Lodging options range from a charming B&B with scenic hill and sea views to a medieval palazzo hotel and a full-service Renaissance-style lodging. Dining choices include upscale, local, or street food. The program provides a comprehensive experience, covering consultation, transport, and fixed pricing for up to seven days in Le Marche, with additional travel arrangements available. Your journey begins with a detailed explanation of the program and ends with assistance in moving on to your next destination. Please call us or visit our website for detailed information.

### **2. This Agreement**

Before booking travel arrangements, TRUE COLORS OF ITALY LLC requires each traveler, or, if the traveler is a minor under the age of 18, their parent or legal guardian, (referred to herein as the “Client”) to agree to this Client Services Agreement (the “Agreement”). Please read this Agreement carefully.

THIS AGREEMENT CREATES A CONTRACTUAL RELATIONSHIP BETWEEN TRUE COLORS OF ITALY LLC AND THE UNDERSIGNED CLIENT WITH RESPECT TO THE SERVICES PROVIDED TO CLIENT BY TRUE COLORS OF ITALY LLC. AFTER READING THIS ENTIRE AGREEMENT, YOU, THE CLIENT, MUST INDICATE YOUR UNDERSTANDING AND ACCEPTANCE OF THIS AGREEMENT IN ORDER FOR YOUR RESERVATION TO BE COMPLETED.

By signing this Agreement or by undertaking any other affirmative action manifesting an intent to engage TRUE COLORS OF ITALY LLC, including providing TRUE COLORS OF ITALY LLC with credit card or billing information to be charged for any Services made available by TRUE COLORS OF ITALY LLC, Client accepts and agrees to be bound and abide by this Agreement. If Client does not want to agree to this Agreement, Client must not take any of the aforementioned affirmative steps and may not utilize any paid Services offered by TRUE COLORS OF ITALY LLC. For the avoidance of doubt, any digital signature to this Agreement or otherwise accepting or agreeing to this Agreement shall constitute acceptance of the provisions herein.

### **3. Limits on True Colors of Italy LLC Responsibilities**

TRUE COLORS OF ITALY LLC and its affiliates, owners, officers, agents, employees, contractors and subcontractors (hereafter in this paragraph “TRUE COLORS OF ITALY LLC”) purchase transportation, hotel accommodations, restaurant services, and other

services from various independent suppliers that are not subject to TRUE COLORS OF ITALY LLC control. Neither TRUE COLORS OF ITALY LLC, nor any associate organization, agent, employee, contractor, or subcontractor shall be held liable for any act, default, injury (including death), loss, expense, damage, deviation, delay, curtailment, or inconvenience caused to or suffered by any person or their property, however arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to (a) by the act, neglect or default of TRUE COLORS OF ITALY LLC or its owners, officers, agents, employees, contractors and subcontractors, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers.

TRUE COLORS OF ITALY LLC shall not be liable for delays in departure or interruption of the Client's vacation arrangements caused by weather conditions, technical problems of any aircraft, vessel, automotive vehicle or other equipment or instrumentality, strikes, war, terrorist activity, civil commotion or any causes beyond the control of TRUE COLORS OF ITALY LLC. In no event will TRUE COLORS OF ITALY LLC be responsible for incidental, consequential or special damages or losses suffered by any person. The maximum liability of TRUE COLORS OF ITALY LLC for any reason whatsoever shall be limited to the amount paid to TRUE COLORS OF ITALY LLC for its Services. In issuing tickets and coupons for transportation of the Client by any means and by making arrangements for hotel or other accommodations, TRUE COLORS OF ITALY LLC is not acting as principal but only as agent for the companies, LLCs, or persons providing or offering the means of transportation and accommodation. To the extent TRUE COLORS OF ITALY LLC shall not be acting as an agent, as stated above, it shall be deemed to be acting as an agent of the purchasers in arranging or booking transportation and accommodation.

#### **4. Reservations & Payments**

Deposits and all payments may be made by credit card (Visa, MasterCard, American Express, and Discover) or bank transfer for any Services provided by TRUE COLORS OF ITALY LLC.

Deposits are required for all Services provided directly by TRUE COLORS OF ITALY as follows:

- At time of confirmation: 25% of the total cost
- 60 days prior to Excursion date: Balance due.

If the Client makes a reservation less than 60 days prior to his/her/their scheduled departure, full payment for the reservation will be collected at the time of booking.

#### **5. Included Services**

The services provided to the Client by TRUE COLORS OF ITALY LLC shall be limited to those services expressly provided in the Itinerary attached hereto as Schedule A (the "Services"). For the avoidance of doubt, payments and all fees for air travel are the sole responsibility of the Client and not TRUE COLORS OF ITALY LLC.

## **6. Pricing & Changes**

Occasionally, TRUE COLORS OF ITALY LLC may be required to alter or modify a Client's itinerary based on events beyond the control of TRUE COLORS OF ITALY LLC, including vendor operating days and changes in availability. Such changes shall be considered minor changes in the itinerary and shall not be considered nonperformance under this Agreement. If a Client desires to alter, modify, postpone, or reschedule a trip or its components, the Client shall not be entitled to a refund and all refunds will be at the sole discretion of TRUE COLORS OF ITALY LLC.

## **7. Unused Services**

If the Client makes any changes to any portion of the Services within 60 days of the Client's first Excursion with TRUE COLORS OF ITALY LLC, such changes will be completely at the Client's expense. Refunds are not available for Services listed in the itinerary but not utilized by the Client.

## **8. Cancellation Policy**

(a) This cancellation policy is applicable to all TRUE COLORS OF ITALY LLC Excursions. Written notice of a Client's cancellation must be delivered to TRUE COLORS OF ITALY LLC by certified mail, fax, or email.

(b) Cancellation fees are as follows:

- Cancellations received 90-61 days prior to Client's first Excursion: 50% of the tour price per person.
- Cancellations received 60-31 days prior to Client's first Excursion: 75% of the tour price per person.
- Cancellations received within 30 days prior to Client's first Excursion or en route: 100% of the tour price per person.

(c) Client may transfer Client's reservation, depending upon availability, from one Excursion to another (in the same calendar year) by notifying us at least 91 days prior to the Excursion for a transfer fee of \$50 per person, after which time our cancellation policy applies. TRUE COLORS OF ITALY LLC is not responsible for additional expenses such as airline cancellation fees, visa fees, vaccinations, purchases of clothing or equipment, or other expenses that the Client may incur as a result of a cancellation.

(d) Once TRUE COLORS OF ITALY LLC has accepted a deposit for a TRUE COLORS OF ITALY LLC Excursion, the Excursion is guaranteed, except in the case of a “Force Majeure” event, which shall include but is not limited to: (i) fire; (ii) earthquake; (iii) labor dispute; (iv) act of a public enemy; (v) public health crisis; (vi) death, illness, or incapacity of a TRUE COLORS OF ITALY LLC employee or independent contractor; (vii) any local, state, federal, national or international law, governmental order or regulation; (viii) any major event that adversely affects international travel patterns or event that endangers travelers; or (ix) any other event beyond the control of TRUE COLORS OF ITALY LLC.

(e) TRUE COLORS OF ITALY LLC may cancel an Excursion or a part thereof for any reason. In the event of such a cancellation, TRUE COLORS OF ITALY LLC will inform the Client as soon as possible and the Client may be offered a partial refund at the sole discretion of TRUE COLORS OF ITALY LLC. If TRUE COLORS OF ITALY LLC alters, modifies, postpones, or reschedules a Client’s Excursion or offers Client a travel credit or partial refund, such action does not constitute a “cancellation” of Client’s Excursion by TRUE COLORS OF ITALY LLC. Upon cancellation of the services, where the Client is not at fault and has not canceled in violation of any terms and conditions clearly and conspicuously communicated to the Client in this Agreement or any other written agreement between Client and TRUE COLORS OF ITALY LLC, Client shall be offered a refund or credit toward a future Excursion with TRUE COLORS OF ITALY LLC.

## **9. Chargeback Policy**

All Clients are required to keep a valid credit card on file. For the Client’s convenience, this credit card will be used as a form of payment for fees incurred throughout the booking process. TRUE COLORS OF ITALY LLC will notify the Client before each charge is made. If the Client has questions, concerns, or disputes a charge, Client shall contact TRUE COLORS OF ITALY LLC directly prior to initiating a refund or “chargeback” with the Client’s credit card company.

Any charges disputed with Client’s credit card company, including in the event of cancelation or postponement of Client’s Excursion as a result of Force Majeure events, will result in TRUE COLORS OF ITALY LLC producing a copy of this signed Agreement to the credit card company in order to recover fees. Fees associated with negotiating the chargeback, including but not limited to an hourly fee for time spent by TRUE COLORS OF ITALY LLC staff communications with the Client’s credit card company, will be assessed to the Client. Failure to pay for services or fees incurred by credit card disputes made in violation of this Agreement will result in immediate termination of the Services. If a credit card charge (or a check) is rejected by a bank, Client shall have 48 hours from that time to reconcile payment, and after such time shall be charged a \$25.00 processing fee.

Client shall be responsible for all costs of collection, including legal fees, incurred by TRUE COLORS OF ITALY LLC as a result of Client’s failure to make payment when due.

## **10. Travel Protection**

TRUE COLORS OF ITALY LLC does not purchase travel insurance on behalf of its Clients.

## **11. Eligibility**

All guests are expected to be in good health. Moderate to strenuous exertion, including long walks and climbing stairs may be part of a Client's Excursion.

## **12. Acknowledgement Of Risk**

Client understands and acknowledges that Client's travel in connection with and participation in the Excursion(s) arranged at Client's request by TRUE COLORS OF ITALY LLC may involve risk and potential exposure to injury and possibly death. Client also understands and acknowledges that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, subcontractors, officers, or agents of TRUE COLORS OF ITALY LLC or the negligence or participation of other participants, contractors, and/or subcontractors to TRUE COLORS OF ITALY LLC. Client also understands and acknowledges that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature, and that the location of any given Excursion may be a location where the political, health, cultural and geographical attributes present additional inherent risks greater than those present in Client's daily life. These inherent risks include, but are not limited to, negative treatment by foreign third parties unaffiliated with TRUE COLORS OF ITALY LLC, as well as the dangers of serious personal injury, death, and property damage resulting from, but not limited to: travel; physical exercise and exertion; physical contact with other travelers or third parties; communicable illnesses, including but not limited to COVID-19; severe allergies; animal-borne illnesses; falling or tripping due to environmental hazards, uneven surfaces, or debris; other health hazards associated with travel; injury or death resulting from exposure to unfavorable weather conditions; and hazards related to dining, including, but not limited to, food sickness, allergic reactions, and/or choking (collectively "Injuries and Damages"). Client fully understands and acknowledges that Injuries and Damages are potential in connection with any activity during an Excursion.

Client further acknowledges and understands that the risk of Injuries and Damages cannot be eliminated. Client fully understands and agrees that TRUE COLORS OF ITALY LLC has not tried to contradict or minimize Client's understanding of these risks. Client understands that Client's safety, physical health, or emotional wellbeing cannot be guaranteed while traveling and participating in related activities.

## **13. Express Assumption of Risk and Responsibility**

CLIENT HEREBY CONFIRMS THEIR UNDERSTANDING OF THE FOLLOWING:  
Client confirms that Client is physically and mentally capable of participating in the

Excursion, that Client is willingly and knowingly electing to participate in this Excursion with knowledge of the potential risk of Injuries and Damages. Client willingly and voluntarily hereby assumes full responsibility for any Injuries or Damages suffered by Client or caused by Client, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, contractors or subcontractors of TRUE COLORS OF ITALY LLC.

#### **14. Release of Liability**

In consideration of the services and arrangements provided by TRUE COLORS OF ITALY LLC, Client and Client's heirs, personal representatives and assigns, hereby releases, waives, discharges, holds harmless, and agrees to indemnify TRUE COLORS OF ITALY LLC and its owners, officers, directors, agents, contractors, subcontractors and employees from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during Client's travel in connection with the Excursion(s) and any activities conducted in conjunction therewith. CLIENT SPECIFICALLY UNDERSTANDS THAT CLIENT IS RELEASING, DISCHARGING AND WAIVING ANY CLAIMS OR ACTIONS THAT CLIENT MAY HAVE PRESENTLY OR IN THE FUTURE FOR THE NEGLIGENT ACTS OR CONDUCT OF THE OWNERS, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS OF TRUE COLORS OF ITALY LLC.

#### **15. Dispute Resolution**

The parties hereby irrevocably submit to the exclusive jurisdiction of the Superior Court for the Judicial District of Danbury at Danbury, Connecticut over any dispute arising out of or relating to this Agreement or any of the transactions contemplated herein, and each party hereby irrevocably agrees that all claims in respect of such dispute or any suit, action, or proceeding related thereto may be heard and determined in such court. The parties hereby irrevocably waive, to the fullest extent permitted by applicable law, any objection which they may now or hereafter have to the laying of venue of any such dispute brought in such court or any defense of inconvenient forum for the maintenance of such dispute. Each of the parties agrees that a judgment in any such dispute may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

#### **16. Waiver of Jury Trial**

TO THE EXTENT NOT PROHIBITED BY APPLICABLE LAW THAT CANNOT BE WAIVED, EACH PARTY HEREBY WAIVES AND COVENANTS THAT IT WILL NOT ASSERT (WHETHER AS PLAINTIFF, DEFENDANT, OR OTHERWISE), ANY RIGHT TO TRIAL BY JURY IN ANY ACTION ARISING IN WHOLE OR IN PART UNDER OR IN CONNECTION WITH THIS AGREEMENT, ANY ANCILLARY AGREEMENT, OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREUNDER, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER SOUNDING IN CONTRACT,

TORT, OR OTHERWISE. EACH PARTY EXPRESSLY ACKNOWLEDGES THAT IT IS MAKING THIS WAIVER KNOWINGLY AND VOLUNTARILY.

#### **17. Express Waiver of Right to Seek Consequential, Punitive or Exemplary Damages**

Regardless of the situation or circumstances giving rise to a claim, Client waives any right to seek consequential, punitive, or exemplary damages against TRUE COLORS OF ITALY LLC, its owners, officers, director, agents, contractors, subcontractors, and employees, for any reason whatsoever.

CLIENT'S SIGNATURE ON THIS AGREEMENT INDICATES THAT CLIENT HAS, ON THE DATE SHOWN, READ AND UNDERSTOOD THIS DOCUMENT AND CLIENT ACKNOWLEDGES THAT IT AFFECTS CLIENT'S LEGAL RIGHTS. CLIENT AGREES TO BE BOUND BY THE TERMS OF THIS AGREEMENT. CLIENT'S SIGNATURE ALSO SIGNIFIES CLIENT'S INTENTION TO RELIEVE AND INDEMNIFY TRUE COLORS OF ITALY LLC, ITS OWNERS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, CONTRACTORS, AND SUBCONTRACTORS OF ANY LIABILITY FOR PERSONAL INJURY, PROPERTY DAMAGE OR WRONGFUL DEATH WHICH CLIENT MAY SUFFER DURING CLIENT'S PARTICIPATION IN ANY EXCURSION PROVIDED BY TRUE COLORS OF ITALY LLC.

#### **18. Third Party Performance**

TRUE COLORS OF ITALY LLC shall use its best efforts in providing services to Client. TRUE COLORS OF ITALY LLC makes no representations, guarantees, or warranties as to the effectiveness or performance of the services delivered. Client shall indemnify and hold TRUE COLORS OF ITALY LLC harmless from any and all claims, liabilities, costs, losses, damages, or expenses (including attorney fees) arising from any third-party service provider's wrongful or negligent acts or omissions. In the event of any changes by a third-party service provider that materially affect the delivery or performance of TRUE COLORS OF ITALY LLC's services contemplated by this Agreement, TRUE COLORS OF ITALY LLC shall provide notice to Client and make every effort to find an acceptable alternative to the third-party service provider or find a replacement service at the same or similar cost. If such a situation should occur and a suitable alternative or replacement is not found, the responsibility and liability of TRUE COLORS OF ITALY LLC shall be limited to the return of payments received for the specific portion of the services affected. The Client agrees to not unreasonably withhold approval of an alternative.

#### **19. Satisfaction**

The obligation of Client to make payment to TRUE COLORS OF ITALY LLC according to the terms of this Agreement is not conditioned on Client's satisfaction with the provision of any services under this Agreement. Client understands and expressly

agrees that delivery of the services under this Agreement shall obligate Client to make payment and payment shall not be withheld due to dissatisfaction.

## **20. Non-Assignment**

Client may not sell, assign, or transfer any of its rights or obligations hereunder, and any attempt to sell, assign, or transfer such rights or obligations without the prior written approval of TRUE COLORS OF ITALY LLC will be null and void. All terms and conditions in this Agreement will be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors, and assigns.

## **21. Severability**

Any term or provision of this Agreement that is invalid or unenforceable in any situation in any jurisdiction will not affect the validity or enforceability of the remaining terms and provisions hereof or the validity or enforceability of the offending term or provision in any other situation or in any other jurisdiction. In the event that any provision hereof would, under applicable law, be invalid or unenforceable in any respect, each party intends that such provision will be construed by modifying or limiting it so as to be valid and enforceable to the maximum extent compatible with, and possible under, applicable law.

## **22. Waiver**

No amendment or waiver of any provision of this Agreement will be binding unless it is in writing and signed, in the case of an amendment, by each of the parties, or in the case of a waiver, by the party against whom the waiver is to be effective. No waiver of any breach, violation, or default under, or inaccuracy in, any representation, warranty, or covenant hereunder will be deemed to extend to any prior or subsequent breach, violation, default, or inaccuracy or affect in any way any rights arising by virtue of any prior or subsequent such occurrence. No delay or omission on the part of any party in exercising any right, power, or remedy under this Agreement will operate as a waiver thereof.

## **23. Notice to Client: Disclosure of Right to Prompt Refund in the Event of a Cancellation**

Upon cancellation of the services, where the Client is not at fault and has not canceled in violation of any terms and conditions clearly and conspicuously communicated to the Client previously in any signed document, including but not limited to this Agreement, all sums paid to TRUE COLORS OF ITALY LLC for services not provided will be promptly paid to the Client after cancellation. This provision does not apply when TRUE COLORS OF ITALY LLC has remitted the payment to another registered wholesale seller of travel or a carrier, without obtaining a refund, and where the wholesaler or provider defaults in providing the agreed-upon transportation or service. In such situations, TRUE COLORS OF ITALY LLC will provide the Client with a written statement accompanied by bank records establishing the disbursement of the payment,



and if disbursed to a wholesale seller of travel, proof of current registration of that wholesaler.

**24. Entire Agreement**

Except as otherwise expressly provided to the contrary, the rights herein granted, and this Agreement are for the benefit of the parties hereto. The terms and conditions of this Agreement shall be exclusive of any advertising, marketing, or other sales literature or activities of TRUE COLORS OF ITALY LLC, and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with this Agreement.

I, THE CLIENT, HAVE READ THE ABOVE-MENTIONED PROVISIONS, WARNINGS, ACKNOWLEDGEMENT OF RISKS & RESPONSIBILITY, AND RELEASE OF LIABILITY AND AGREE WITH ALL TERMS OF THIS AGREEMENT.

**IN WITNESS WHEREOF**, the undersigned parties have executed this Agreement as of the \_\_\_ day of \_\_\_, 202\_\_.

**CLIENT NAME:** \_\_\_\_\_

**CLIENT SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**PARENT/GUARDIAN NAME:** \_\_\_\_\_

**PARENT/GUARDIAN SIGNATURE:** \_\_\_\_\_

**PHOTOGRAPHY RELEASE**

I, the Client, as of \_\_\_\_\_, 2023, hereby grant to TRUE COLORS OF ITALY LLC (the "Company"), the non-transferable, non-sublicensable, non-exclusive right and license to photograph or otherwise record me, and to edit, use, and reproduce my image and/or physical likeness, as well as my name, in whole or in part, and on a perpetual and worldwide basis, but only in connection with the Company's promotion of its services.

Nothing herein will constitute any obligation on Company to make any use of any of the rights set forth herein.

Subject to the terms hereof, I hereby waive any and all claims, demands, losses, and liabilities of any kind or nature that I may have against Company, along with each of Company's executives, directors, officers, employees, affiliates, agents, and assigns, with respect to Company's authorized exploitation of its rights hereunder, including without limitation, claims in the nature of copyright infringement, defamation, disparagement, slander, false light, violation of the right of privacy or publicity, or the like.

This release sets forth the entire agreement of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous oral and/or written representations, discussions, negotiations, understandings, and/or agreements relating to the subject matter. This release may not be modified except by an instrument in writing signed by both parties. If any provision of this release is determined to be invalid by a court of competent jurisdiction, such determination shall in no way affect the validity or enforceability of any other provision herein.

CLIENT

\_\_\_\_\_

Print Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

TRUE COLORS OF ITALY LLC

\_\_\_\_\_  
By: Frederick Macaluso, its Manager

**SCHEDULE A**  
**ITINERARY**