

HOTEL RESORT DISCOUNTS LLC — TERMS & CONDITIONS

Company: Hotel Resort Discounts LLC (“Agency”)
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1. Overview

Hotel Resort Discounts LLC (“the Agency”) provides group travel coordination and administrative services for hosted group trips, self-hosted group trips, and instructor-led or experience-based retreats in partnership with hotels, resorts, independent organizers, instructors, and third-party service providers.

The Agency does not own, operate, manage, supervise, or control hotels, resorts, airlines, transportation providers, instructors, excursions, or third-party vendors. Unless explicitly stated otherwise in writing, travelers are responsible for booking their own airfare and personal travel arrangements.

2. Trip Categories & Roles

A. Hosted Group Trips (Agency-Structured)

Hosted group trips utilize the Agency’s registration systems, timelines, payment structure, communication tools, and confirmation process. The Agency provides coordination, payment processing, deadline enforcement, and confirmation notices only.

The Agency does not lead, supervise, manage, control, or guarantee any activities, classes, sessions, instruction, or experiences offered during the trip.

B. Self-Hosted Group Trips (Organizer-Led)

For self-hosted group trips, the Agency provides coordination infrastructure only, including registration systems, payment processing, deadline enforcement, and automated communications.

The organizer is solely responsible for hosting, leading, or coordinating any group experience, gathering, session, or activity. Organizers are independent parties and are not employees, partners, agents, or representatives of the Agency.

C. Instructor-Led or Experience-Based Retreats

For yoga, wellness, or instructor-led retreats, instructors operate as independent contractors or third-party providers. The Agency acts solely as a coordination and payment facilitator and does

not supervise, manage, or control instruction methods, class content, physical activities, participant fitness, or outcomes.

D. No Partnership or Agency Relationship

Nothing in these Terms & Conditions shall be construed as creating a partnership, joint venture, employment relationship, or agency relationship between the Agency and any hotel, organizer, instructor, vendor, or traveler.

3. Hosted Experience Availability, Changes & Substitutions

Some trips coordinated by the Agency may include an instructor-led, wellness-oriented, or experience-based component (“Hosted Experience”).

Travelers acknowledge and agree that instructor availability, programming, scheduling, and format are subject to change due to illness, travel disruptions, personal circumstances, supplier constraints, or other factors outside the Agency’s control.

If the originally advertised instructor or host is unable to attend or perform, the trip will proceed as scheduled and the Hosted Experience may be fulfilled through one or more of the following, at the Agency’s reasonable discretion:

- A qualified replacement instructor or facilitator
- An independent local instructor or service provider
- Alternative wellness-oriented group activities, resort programming, or unstructured group sessions

Any such substitution, modification, or adjustment shall be deemed fulfillment of the Hosted Experience.

Instructor changes, substitutions, or experience modifications:

- do not constitute trip cancellation
- do not invalidate the booking
- do not create an entitlement to refunds, credits, chargebacks, or compensation

Determinations regarding substitutions or alternative fulfillment are final.

4. Payments & Refund Policy

Deposits

A deposit is required to reserve a spot on a trip.

A deposit does not confirm a trip.

Deposits become non-refundable only after:

- the minimum participant or booking requirement is met, and
- official trip confirmation is issued by the Agency.

Mid-Payments & Final Payments

Payment deadlines are communicated via official Agency email and/or SMS.

Once submitted, mid-payments and final payments are 100% non-refundable. These payments secure non-refundable hotel rooms, contracted group services, and operational commitments.

5. Trip Confirmation & Minimums

A trip is considered confirmed only when:

- the minimum number of participants or bookings is met, and
- confirmation is formally issued by the Agency.

If the minimum requirement is not met by the published Trip Cutoff (Confirmation) Date, all payments made directly to the Agency will be refunded automatically.

Refunds apply only to payments made directly to the Agency and do not include airfare, third-party services, or expenses booked independently by the traveler.

6. Airfare Policy

Travelers must not book airfare until trip confirmation is issued by the Agency.

Booking airfare prior to confirmation is done at the traveler's own risk. The Agency is not responsible for airline penalties, non-refundable tickets, change fees, credits, or financial losses resulting from early booking.

Once confirmation is issued, a mid-payment may be required the same day, after which airfare may be safely booked.

6A. Ground Transportation (Optional)

Some travelers may choose to use personal vehicles or independently arranged transportation. Travelers are solely responsible for arriving at the resort by the designated check-in date and time.

If group ground transportation or airport transfers are included:

- pickup locations, times, and instructions will be communicated in advance
- travelers who miss designated pickup times may forfeit transportation services without refund

The Agency is not responsible for delays, missed connections, routing decisions, vehicle issues, parking, or arrival coordination related to independently arranged transportation.

7. Rooming & Occupancy

Room assignments are subject to hotel availability and traveler selection. Travelers are responsible for ensuring accuracy of guest information, proper occupancy, and compliance with hotel policies.

8. Traveler Responsibilities

Travelers agree to:

- provide accurate personal information matching passport or government-issued ID
- submit all required forms and waivers by published deadlines
- comply with resort rules and all local, state, and federal laws
- exercise appropriate judgment and conduct

Failure to comply may result in removal from the trip without refund.

9. Optional Activities & Third-Party Services

Optional activities, excursions, and off-property services are provided by independent third-party vendors. Participation is voluntary and at the traveler's own risk.

The Agency is not liable for third-party performance, quality, delays, injuries, losses, or service failures.

9A. Hotel Inclusions & Upgrades

Hotel inclusions such as meals, dining formats, private events, room concessions, or special arrangements vary by property and trip structure.

Standard inclusions apply only as offered by the hotel or resort. Any upgrades, private events, custom menus, or non-standard services may incur additional costs and are not included unless clearly communicated in writing.

10. Onsite Hotel Incidentals

Hotels may place a refundable incidental hold at check-in. This is a hotel policy and is separate from payments made to the Agency.

11. Travel Insurance

Travel insurance is strongly recommended. The Agency does not sell, broker, or manage travel insurance and is not responsible for coverage decisions, exclusions, or claims.

12. Assumption of Risk, Medical Disclaimer & Release of Liability

Travel and participation in group trips involve inherent risks, including illness, injury, accidents, physical exertion, transportation incidents, weather conditions, property loss, delays, and third-party actions or omissions.

Travelers acknowledge responsibility for determining their own physical fitness and medical suitability. The Agency does not provide medical advice, supervision, screening, or health assessments.

By participating in any trip coordinated by the Agency, travelers voluntarily assume all risks and agree to release, waive, and hold harmless Hotel Resort Discounts LLC from any claims or liabilities arising from participation in the trip, including those related to hotels, instructors, organizers, transportation providers, or other third parties.

13. Force Majeure

The Agency is not liable for delays, modifications, or cancellations caused by events beyond its reasonable control, including natural disasters, pandemics, government restrictions, labor disruptions, or transportation interruptions. Refunds, if any, follow applicable vendor policies.

14. Chargebacks & Disputes

Because confirmed trips involve non-refundable commitments, travelers agree to contact the Agency before initiating any chargeback or payment dispute.

Chargebacks do not override agreed refund policies. Improper chargebacks may result in liability for associated fees, costs, and administrative expenses incurred by the Agency.

15. Acceptance of Terms & Communications

By submitting a deposit or any payment to Hotel Resort Discounts LLC, the traveler acknowledges that they have read, understood, and agreed to these Terms & Conditions.

Electronic acknowledgments, digital signatures, system records, emails, and SMS communications are legally binding. Official trip communications, confirmations, deadlines, and notices are deemed delivered when sent to the email address or phone number provided during registration.

16. Pricing Errors

In the event of a clear pricing, availability, or system error, the Agency reserves the right to correct the error and issue a full refund, or offer the traveler the option to proceed at the corrected rate.

17. Governing Law & Arbitration

These Terms & Conditions are governed by the laws of the State of California. Any dispute shall be resolved through binding arbitration in Fresno, California, either in person or via video conference. Each party shall bear its own legal costs unless otherwise required by applicable law or awarded by the arbitrator.