

HOTEL RESORT DISCOUNTS LLC — TERMS & CONDITIONS

Company: Hotel Resort Discounts LLC (“Agency”)

Address: 1420 Shaw Ave, Suite 102, Clovis, CA 93611

Email: support@hotelresortdiscounts.com

Website: www.hotelresortdiscounts.com

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 retreats in partnership with hotels, resorts, independent organizers, 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 in writing, travelers are responsible for booking their own airfare and 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 written confirmation notices.

The Agency does **not** lead, supervise, manage, or control activities, excursions, classes, or experiences 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 Retreats

For yoga, wellness, or instructor-led retreats, instructors operate as independent contractors. The Agency acts solely as a coordination and payment facilitator and is not responsible for instruction methods, physical activities, class content, participant fitness, or outcomes.

D. No Agency or Partnership

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. Payments & Refund Policy

Deposits

- A deposit is required to reserve a spot.
- A deposit does **not** confirm a trip.
- Deposits become non-refundable **only after**:
 - The minimum participant requirement is met, **and**
 - Written confirmation is issued by the Agency.

Mid-Payment & Final Payment

- 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, transportation arrangements, and group services.
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4. Trip Confirmation & Minimums

A trip is considered confirmed **only when**:

- The minimum number of participants is met, **and**
- Written confirmation is sent by the Agency via email and/or SMS.

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

5. Airfare Policy

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

Booking airfare before 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.

5A. Ground Transportation (Optional)

Some travelers may choose to use personal vehicles or independently arranged ground 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 do not arrive at the designated pickup location at the scheduled time 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 personal or independently arranged transportation.

6. Rooming & Occupancy

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

7. Traveler Responsibilities

Travelers agree to:

- Provide accurate personal information matching passport details
- Submit all required forms and waivers by published deadlines
- Comply with resort rules and local, state, and federal laws
- Exercise appropriate judgment and conduct

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

8. 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.

9. 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.

10. 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.

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

Travel and participation in group trips involve inherent risks, including but not limited to illness, injury, accidents, physical exertion, transportation incidents, weather conditions, property loss, delays, and third-party actions or omissions.

Travelers acknowledge that they are responsible for determining their own physical fitness and medical suitability for travel and participation in any activities. 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, whether foreseeable or unforeseeable, and agree to release, waive, and hold harmless Hotel Resort Discounts LLC from any and all claims, liabilities, damages, or losses arising from participation in the trip, including those related to hotels, transportation providers, instructors, organizers, excursions, or other third parties.

12. Force Majeure

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

13. 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, or damages incurred by the Agency.

14. Acceptance of Terms

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 signatures, acknowledgments, and records are legally binding.

15. Governing Law & Arbitration

This Agreement is governed by the laws of the State of California. Any dispute arising from these Terms & Conditions may 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 awarded.