

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 co-hosted instructor-led retreats, instructor-led group trips, and hosted or self-hosted group travel experiences in partnership with hotels, resorts, independent organizers, instructors, tourism boards, 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.

The Agency’s primary business focus is the coordination of co-hosted instructor-led retreats in partnership with independent yoga studios and wellness businesses, while continuing to support instructor-led and self-hosted group travel formats as secondary offerings.

2. Definitions

For purposes of these Terms & Conditions:

“**Trip Cutoff Date**” means the official date published on the specific trip webpage or communicated in writing by the Agency after which reservations become financially binding and non-refundable.

“**Amount Paid**” means the total amount of funds actually received by the Agency from a participant at the time of cancellation.

“Trip Confirmation” means written confirmation issued by the Agency stating that the Minimum Room Requirement has been satisfied and that the trip is officially proceeding.

“Minimum Room Requirement” means the minimum number of booked rooms required for a trip to move forward.

“Booked Room” means a room reserved under the group terms with a paid deposit and completed registration, as determined by the Agency.

3. Trip Categories & Roles

A. Co-Hosted Instructor Retreats (Primary Model)

For co-hosted retreats, the Agency partners with a designated yoga studio, instructor business, or wellness brand (“Co-Host”) to jointly offer a group travel experience.

The Co-Host is solely responsible for yoga instruction, wellness programming, class content, session formats, participant engagement, and all instructional elements of the experience.

The Agency is responsible for travel coordination, registration systems, payment processing, participant timelines, communications, and logistical administration.

The Co-Host operates as an independent business entity and is not an employee, agent, joint venture partner, or representative of the Agency.

B. Instructor-Led or Experience-Based Retreats (Secondary Model)

For retreats led by independent instructors or organizers bringing their own community, the Agency provides administrative infrastructure only.

The instructor or organizer is solely responsible for instruction methods, participant supervision, participant safety, physical suitability, programming, and delivery of the experience.

C. Hosted Group Trips (Agency-Structured, No Instruction)

Hosted group trips utilize the Agency's 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 activities, classes, sessions, instruction, or experiences offered during the trip.

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, co-host, vendor, tourism board, or traveler.

4. Hosted Experience Availability, Changes & Substitutions

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

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, studio, or co-host is unable to attend or perform, the trip will proceed as scheduled and the Hosted Experience may be fulfilled through reasonable alternative arrangements at the Agency’s discretion.

Participation in a Hosted Experience is not guaranteed to meet individual expectations, preferences, or subjective satisfaction standards. The Agency makes no representations or guarantees regarding physical, emotional, financial, or experiential outcomes associated with participation.

Substitutions or modifications do not constitute trip cancellation and do not create entitlement to refunds, credits, chargebacks, or compensation.

5. Payments, Minimum Room Requirement & Cancellation Policy

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

Each trip is subject to a published Trip Cutoff Date and Minimum Room Requirement.

A. Minimum Room Requirement

Each trip requires a minimum of eighteen (18) Booked Rooms (“Minimum Room Requirement”) unless otherwise agreed in writing by the Agency.

A trip is officially confirmed only when:

1. The Minimum Room Requirement has been satisfied; and
2. The Agency issues written Trip Confirmation.

Until written Trip Confirmation is issued, no trip is guaranteed.

If the Minimum Room Requirement is not met by the Trip Cutoff Date, the Agency reserves the right to cancel the trip.

In such case, all payments made directly to the Agency will be refunded in full.

Refunds apply only to payments made directly to the Agency and exclude airfare, insurance, excursions, transportation, or third-party services booked independently.

B. Participant-Initiated Cancellation — Before Trip Cutoff Date

If canceled prior to the Trip Cutoff Date:

The participant will receive a refund of the Amount Paid minus a fifteen percent (15%) administrative fee.

Payment processing fees incurred by the Agency are non-recoverable and may be deducted from approved refunds.

Deposits are subject to the same refund rules and become fully non-refundable after the Trip Cutoff Date.

C. Participant-Initiated Cancellation — After Trip Cutoff Date

After the Trip Cutoff Date, all payments become 100% non-refundable.

Exceptions may be considered only if the canceled reservation is successfully resold, at the sole discretion of the Agency.

D. Agency Cancellation (Other Than Minimum Requirement)

If the Agency cancels a trip for reasons other than failure to meet the Minimum Room Requirement (excluding Force Majeure), participants will receive a full refund of payments made directly to the Agency.

E. Payment Deadlines

Failure to meet payment deadlines may result in cancellation of the reservation without refund.

6. Airfare Policy

Travelers must not book airfare until written Trip Confirmation is issued.

Booking airfare prior to Trip Confirmation is done entirely at the traveler's own risk.

7. Ground Transportation (If Included)

Missed transfers due to late arrival, scheduling errors, or failure to follow instructions may result in forfeiture without refund.

8. Rooming & Occupancy

Bookings are offered in single-occupancy or double-occupancy rooms, subject to hotel availability.

The primary traveler is responsible for all room-related commitments, including balances, damages, and compliance with hotel policies.

The Agency does not guarantee upgrades and does not collect payment for onsite upgrades.

9. Traveler Responsibilities & Conduct

Travelers agree to:

- Provide accurate identification information
- Submit all required forms and waivers
- Comply with applicable laws and resort rules
- Maintain respectful conduct

The Agency reserves the right to remove any participant from a trip without refund if behavior is disruptive, unsafe, unlawful, or materially interferes with the experience of other participants or the operation of the trip.

10. Optional Activities & Third-Party Services

Optional excursions and services are provided by independent third-party vendors.

Participation is voluntary and at the traveler's own risk.

11. Onsite Hotel Incidentals

Hotels may place a refundable incidental hold at check-in.

12. Travel Insurance

Travel insurance is strongly recommended.

13. Assumption of Risk, Limitation of Liability & Damages

Travel involves inherent risks including illness, injury, travel disruption, property loss, and unforeseen circumstances.

Participants voluntarily assume all risks associated with participation.

In no event shall the Agency's total liability exceed the Amount Paid by the participant.

The Agency shall not be liable for any indirect, incidental, consequential, special, or punitive damages, including but not limited to lost wages, lost profits, travel interruption costs, emotional distress, or missed connections, even if advised of the possibility of such damages.

14. Force Majeure

The Agency is not liable for delays, changes, or cancellations caused by events beyond reasonable control, including natural disasters, government actions, pandemics, labor disruptions, or supplier failures.

15. Chargebacks & Disputes

Participants agree to contact the Agency before initiating any chargeback.

Unauthorized chargebacks may result in recovery action including administrative, legal, and collection costs.

16. Indemnification

Participants agree to indemnify, defend, and hold harmless Hotel Resort Discounts LLC from and against any claims, damages, liabilities, losses, expenses, or costs (including reasonable attorney's fees) arising from:

- Their negligent or unlawful conduct
 - Their violation of these Terms & Conditions
 - Their actions during the trip
 - Claims brought by third parties arising from their conduct
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17. Acceptance of Terms & Electronic Communications

Participation constitutes acceptance of these Terms.

By providing a mobile phone number, participants consent to receive trip-related communications via SMS. Consent is not required for purchase and may be revoked at any time.

Electronic records, digital signatures, and system logs constitute legally binding evidence of agreement.

18. Pricing Errors

The Agency reserves the right to correct pricing or availability errors and issue a refund or offer continuation at the corrected rate.

19. 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.

20. Media & Photography

During group trips, photos or video may be taken for marketing or promotional purposes.

By participating, travelers grant the Agency permission to use images or recordings in which they may appear, unless written notice is provided prior to travel.

21. Entire Agreement

These Terms & Conditions constitute the entire agreement between the participant and the Agency and supersede all prior discussions, representations, or understandings, whether oral or written.

22. Severability

If any provision of these Terms & Conditions is found to be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

