



# CEEP Booking Agreement

April 21, 2019

Ocean Doctor  
Document Sender : David Guggenheim



# CEEP Booking Agreement

## TRAVEL BOOKING AGREEMENT

This Booking Contract provides the terms and conditions for your participation in Ocean Doctor's Cuba Educational Experiences Program (CEEP). All travel services are provided by Ocean Doctor's Travel Service Providers ("TSPs"), including but not limited to Viajes Kronos Cuba ("Viajes Kronos Cuba") and Marazul Charters, Inc. ("Marazul"), unless otherwise noted. The terms and conditions set forth below constitute the entire agreement and understanding among you the tour participant or traveler ("your" or "TRAVELER") and Ocean Doctor (referred to herein as "we," "our," and "us") with respect to any and all bookings, trips or transactions made with us.

By signing and submitting this Booking Contract, you acknowledge that you agree and accept all terms and conditions in this agreement and direct us to perform services on your behalf. You will be traveling as part of a travel group ("Group") organized by Ocean Doctor.

### Relationship and Responsibility

Ocean Doctor and its TSPs, including Viajes Kronos Cuba and Marazul Charters, are separate and independently-run companies. Ocean Doctor organizes, promotes and sells a Treasury Department-approved educational people-to-people program (hereinafter referred to as "tour"), under Ocean Doctor's Cuba Travel Program, consisting of goods and/or services that it purchases or reserves from its third party suppliers ("Suppliers"), including Viajes Kronos Cuba and Marazul Charters, on tour participant's behalf. Ocean Doctor acts only as an intermediary for the Suppliers, which are separate companies. Marazul provides round trip air travel to and from Cuba. Viajes Kronos Cuba arranges and/or provides all in-Cuba services. Suppliers may use other third party suppliers to provide some of the tour components such as meals and lodging. Ocean Doctor provides no travel services except to 1) transmit your booking and relevant information to the Suppliers who are responsible for arranging and/or providing components of the trip after all requirements are met, and 2) provide a representative(s) to accompany tour participants solely to coordinate and/or deliver certain educational components of the tour, as set forth in the itinerary.

### Inclusions

Prices quoted include hotel and private home (*casa particular*) accommodations based on two persons sharing a room single supplement required for solo travelers); 1 Ocean Doctor representative participation; 1 Cuban guide; in-country transportation expenses; meals included in the itinerary, beverages served with meals (including 1 alcoholic beverage per meal), activities and excursions as indicated in the itinerary; park entry fees (if applicable); transfers and ground transportation in Cuba; up to 2 dives/snorkeling excursions including equipment rental, tank and air; educational program including presentations and tours.

### Exclusions

Prices quoted do not include airfare; costs of passports and any additional visas or application fees; baggage fees and excess baggage charges; additional hotel nights made necessary by airline schedule changes or other factors; airport taxes; transport or meals not listed in the itinerary; personal expenses, including but not limited to extra beverages, bottles of wine, laundry, diving equipment rental, communication charges, medical or evacuation fees including but not limited to emergency transportation (not listed in the travel insurance provided), additional lodging, additional transportation, extra guide/porter services, medical treatment, and tipping or gratuities.

### Booking, Payment and Deposit Policy

To make a booking, TRAVELER must complete and sign this Booking Contract. TRAVELER must also submit the deposits specified below. Our execution of this Booking Contract acknowledges that we are accepting—but not yet confirming—your booking. There is no contract between TRAVELER and Ocean Doctor without receipt of this signed contract. As explained in the note below, your booking will not be confirmed until we receive full deposit from a required minimum number of travelers (6). We reserve the right to treat any booking that is not fully paid according to the schedule set forth in this agreement as a cancellation and subject to the cancellation terms below. We also reserve the right to deny participation to anyone whom we deem unsuitable for a tour at any time before and during the tour. Payments are required according to schedule and amounts



in the section following.

**Please note: Your booking is considered an "Option" until the minimum number of participants and deposits specified in this agreement are met. If and when a minimum group size has registered and paid deposits in accordance with the below schedule, this booking will be considered "Confirmed." Ocean Doctor will notify you in writing when the booking is confirmed. If minimums are not met, we reserve the right to cancel the trip or offer you other dates. Where minimums have not been met and another customer is interested in your dates, you will be given 48 hours from written notice to meet the minimums as listed in this contract to confirm your option. If payments are not received in accordance with this schedule, Ocean Doctor reserves the right to void the contract and cancel the booking without notice. Any such cancellation will be subject to the cancellation terms in this contract.**

### **Traveler Payments**

Payments by TRAVELER must be paid according to the following schedule and amounts. They may also be paid in full at any time prior to the due dates:

### **TRIP 1: Jun 1-11, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana**

- **Payment #1 of 2:** 40% (\$1,998.80) is necessary to hold your reservation and is due by **April 15, 2019**. Please see payment methods below.
- **Payment #2 of 2:** 60% is due by **May 1, 2019**. Please see payment methods below.

Total of all payments to Ocean Doctor: \$4,997.00 (For solo travelers: Add \$500 for single supplement and include in last payment)

### **TRIP 2: Nov 9-19, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana**

- **Payment #1 of 3:** 25% (\$1,249.25) is necessary to hold your reservation and is due on or before **May 13, 2019**. Please see payment methods below.
- **Payment #2 of 3:** 25% (\$1,249.25) is due on or before **July 12, 2019**. Please see payment methods below.
- **Payment #3 of 3:** 50% (\$2,498.50) is due on or before **September 10, 2019**. Please see payment methods below.

Total of all payments to Ocean Doctor: \$4,997.00 (For solo travelers: Add \$500 for single supplement and include in last payment)

**Please note: Your travel fee paid to Ocean Doctor does not include airfare. Air travel and Cuban visa arrangements will be made for you by our Travel Service Provider, Marazul Charters, for which you will be billed directly by them.**

### **Payment Methods**

#### **By Check**

Please make checks payable to "Ocean Doctor" and mail to: Ocean Doctor, O. Box 53090, Washington, DC 20009

#### **By Credit/Debit Card Online**

Pay securely online at: <https://oceandocor.org/pay/> Click the green "Make Payment" button beneath the Cuba Travel Program logo on the left side of the page, near the top; for "Group Code" please enter: "CI-2019-06" for the June 2019 trip; "CI-2019-11" for the November 2019 trip.

### **Prices**

Prices quoted are based on tariffs, government fees, exchange rates, supplier rates, and airfares in effect at the time this Booking Contract is signed by you. We reserve the right to alter prices quoted should inflation, costs of fuel, labor or materials, airfares or foreign exchange rates change. Should governmental entities raise



park or other fees after this contract is executed, we have the right to ask for additional payment. If any hotels, lodges, airlines or other service providers raise their rates, we also reserve the right to request additional payment. You agree to and will pay for any of these price increases. If any surcharge results in an increase of more than 10% of the tour cost excluding insurance premiums, you have the option of canceling the booking within 14 days of notification of the surcharge and obtaining a full refund less any nonrefundable deposits and a \$200 cancellation fee per person per tour.

### **Liability Releases**

All TRAVELERS must complete the Ocean Doctor Release and Waiver of Liability, Assumption of Risk, and Indemnification Agreement online at: <https://oceandocor.org/ceep-liability-agreement>

### **Required Items Prior to Booking Hotels and Flights**

Hotels and flights will not be booked for TRAVELER until (1) payments for all TRAVELERS in the group are made in full and (2) the required information is submitted to Ocean Doctor and Marazul. (See <https://oceandocor.org/cuba-travel-registration-checklist/>)

Each TRAVELER is required to complete these steps. If these steps are not complied with in a timely manner, we reserve the right to treat the booking as cancelled and subject to the cancellation terms in this Booking Contract.

### **Insurance**

Purchase of airline tickets through Marazul includes Cuban Health Insurance. The tour price does not include any other type of insurance, including dive insurance, trip interruption insurance, etc.

### **Flight Reservations**

Flight reservations will be made on behalf of TRAVELER and the Group by Marazul Charters. Reservations will only be confirmed once all payments and required documents have been received. Any delays in payments or the submission of information will lead to delays in receiving confirmations, especially for flights, and could jeopardize the Group tour.

### **Document Delivery**

Final air travel and visa documents will be sent to TRAVELER directly by Marazul in a manner arranged directly between TRAVELER and Marazul. The Ocean Doctor trip leader may provide additional documents, such as itineraries, at the airport or other meeting point.

### **Transportation and Hotel Reservations**

Transportation and hotel/casa reservations will be made on behalf of TRAVELER and the Group by the Suppliers/TSPs. There is high demand for hotel rooms in Cuba and the hotels require a name for each room. In order to ensure rooms for your group, room reservations are made by the Suppliers/TSPs and secured by an initial deposit upon registration of each TRAVELER in the Group. Transportation between hotels and the Havana airport and for all scheduled outings is reserved by the Suppliers/TSPs and included in the tour price.

### **Cancellation, Changes and Refunds**

**Cancellations by Ocean Doctor.** Should the minimum number of TRAVELERS (as determined by Ocean Doctor) not be reached for a trip and we cancel the trip, TRAVELERS who have made payments will receive full refunds within 30 days of the trip cancellation.

**Cancellations by TRAVELER.** If you wish to cancel your booking, you must submit your request to Ocean Doctor in writing by email at [info@oceandocor.org](mailto:info@oceandocor.org) or by fax at (202) 888-3329. Cancellation fees are based on the date your written notification is received by Ocean Doctor.

Airlines, charter companies, hotels and other suppliers impose deposit and cancellation rules requiring us to make non-refundable payments in advance. If you must cancel prior to departure, your deposit will be returned less the applicable cancellation fee plus any additional non-refundable payments made on your behalf.



### **TRIP 1: Jun 1-11, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana**

If a cancellation is made for any reason:

- 31 - 45 days prior to departure, 40% of the travel fee is forfeited.
- 30 days or less prior to departure, 100% of the travel fee is forfeited.

### **TRIP 2: Nov 9-19, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana**

If a cancellation is made for any reason:

- 121-180 days prior to departure, 20% of the travel fee is forfeited.
- 61-120 days prior to departure, 40% of the travel fee is forfeited.
- 60 days or less prior to departure, 100% of the travel fee is forfeited.

Please note: Ocean Doctor collects payments, options and confirms bookings, and then pays service fees to its third party travel suppliers. As a result, in the event a refund is due to you, it may take up to 30 days to process. Also, the term "departure" as used in this contract is defined as the date of the first flight, or the trip departure date as indicated on your confirmed itinerary, whichever comes first.

Cancellation may result in additional penalties charged by local hotels, operators and airlines. Penalties on airline tickets are subject to the individual air carrier's rules and regulations.

If the booking is cancelled by the Group Organizer, our standard cancellation policy will apply.

Leaving a tour in progress, for any reason, or removal from a tour pursuant to this contract will not result in a refund, and no refunds will be made for any unused portions of a tour, including those that are the result of a TRAVELER's removal from a tour and for reasons related to weather, terrorism, civil strife, personal, family or medical emergencies or any other circumstances beyond our control. Trip cancellation and interruption insurance, which you may purchase from third-party vendors separately, may cover such costs.

**Changes.** If the TRAVELER and/or Group Organizer wishes to make a change to the Group's itinerary after we have confirmed the tour, you must submit a written request to us by email, facsimile or postal mail at the addresses listed above. We have sole discretion whether to accept any changes to the Group's itinerary. Any modification of dates or alteration of itineraries by the Group may incur a change fee. The fee will vary according to the type and scope of the change. Our Suppliers may impose additional fees or penalties for changes and cancellations. The itinerary would depend from local availability and weather conditions.

### **Cancellation of Tours and Flexibility**

Ocean Doctor, Viajes Kronos Cuba, Marazul Charters, and other third party suppliers who provide components of the tour reserve the right to cancel, alter or modify the tour itinerary without prior notice if air schedule or surface transportation changes or security matters or other events beyond their control (e.g., mechanical breakdown, flight cancellations, illness, strikes, political disputes, weather, border crossing problems) make such changes necessary for the safety, comfort and/or convenience of participants. If, prior to departure, Ocean Doctor or its Suppliers/TSPs have to make any significant changes because of a problem with a supplier, for example a hotel bankruptcy, Ocean Doctor will, as soon as reasonably possible, notify you of available alternatives. Such changes may require a supplemental payment from the TRAVELERS or possibly a refund less any non-refundable deposits and third party cancellation fees. If there is a cancellation, which is rare, Ocean Doctor will refund to TRAVELERS all payments made less any applicable nonrefundable deposits and third party cancellation fees or, at our sole discretion, give the Group the option of participating in an alternative tour. If the alternative tour chosen by the Group is of lesser or greater value than the tour originally booked then the TRAVELERS will be entitled to a refund of the price difference or be required to pay the price difference, whichever the case may be. Ocean Doctor will not reimburse TRAVELERS for any personal expenses such as airline tickets, hotel or other travel expenses due to changes in itineraries or tour cancellations.

### **Medical Fitness**

It is each TRAVELER's responsibility to ensure that he or she is healthy and fit enough to participate in the tour. Good physical and mental health is essential for the enjoyment of this active, adventure tour. By



forwarding the deposit and this signed contract, the TRAVELERS certify that they do not have any physical or other conditions that would create a hazard for themselves or other travelers or affect other people's enjoyment of the tour. Ocean Doctor is not liable for medical care and related transportation provided to TRAVELERS during the tour or special dietary requirements. Once a booking has been confirmed, medical circumstances will not be considered as exceptions to our cancellation policy.

### **Travel Documents and Vaccinations**

U.S. citizens traveling outside the United States are required to carry documentation of U.S. citizenship, such as a passport, valid for six months after reentry to the U.S. Ocean Doctor must be provided with each traveler's current and valid passport information in order to provide participants with Visas. If a participant is not a U.S. citizen, the participant should contact his/her embassy, consulate or airline for entry requirements. It is the participant's responsibility to obtain valid and effective documentation, including passports, visas other than the standard tourist visa included in the travel fee, permits, and vaccination certificates, where necessary. The participant also assumes complete and full responsibility for checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety or security conditions at such destinations. The participant is solely responsible for any adverse consequences, including any extra charges, resulting from missing or defective documentation. Ocean Doctor may provide information or advice on visas, vaccinations, climate, clothing, baggage, special equipment, and other items in good faith as a courtesy to the participant. Ocean Doctor is not responsible for any errors or omissions as to the information provided.

For information concerning possible dangers at an international destination, contact the government office in the participant's country that is responsible for issuing travel advisories. In the U.S., contact the Travel Advisory Section of the U.S. State Department, 1-888-407-4747, <http://www.travel.state.gov/>. U.S. citizens may register for the U.S. government's Smart Traveler Enrollment Program, a free service, at <https://step.state.gov/step/>.

### **Baggage**

TRAVELERS are responsible for the safety and protection of their baggage and personal effects throughout the tour. All costs incurred for lost, damaged or delayed baggage will be at their own expense.

### **Participant's Responsibilities During Tour**

**Tour Start Date:** It is each TRAVELER's responsibility to be at the designated point of departure from the United States, in this case, Miami International Airport, at the specified location for the scheduled departure on the flight arranged by Marazul. Ocean Doctor and its Suppliers/TSPs are not responsible for any losses due to cancelled or missed flights, changed flight itineraries, late arrivals, or early departures.

**Compliance with Local Laws and Tour Etiquette:** TRAVELERS' additional responsibilities include, but are not limited to, strictly complying with all local laws, respecting customs and culture, adequately assessing their abilities, respecting other participants' privacy, and following the suggestions and advice of their guide. Ocean Doctor's or its Suppliers'/TSPs' decision is final on all matters that may threaten the safety or interfere with the well-being of the group or individual travelers. Ocean Doctor and its Suppliers/TSPs each have the right to remove anyone who they a) judge to be incapable of meeting the rigors and requirements of participating in the tour activities; or b) determine to detract from others' enjoyment of the tour.

### **Claims and Complaints**

If a TRAVELER finds a problem or something that does not meet expectations, the TRAVELER must promptly notify Ocean Doctor or its Suppliers/TSPs so that the problem can be rectified, if possible. Failure to do so while the TRAVELER is on the tour will result in any ability to claim compensation from Ocean Doctor being extinguished or at least reduced. Further, if a TRAVELER make any changes on his or her own without following the notice procedure described above, the TRAVELER assume responsibility for any added costs he or she may incur and forfeit any potential refunds. If satisfaction is not reached through this notice procedure during the trip, the TRAVELER must submit further complaint in writing to Ocean Doctor within 30 days of the end of the tour.



## **Force Majeure**

Neither Ocean Doctor nor its Suppliers/TSPs will be deemed in breach of this agreement or otherwise liable the Group Organizer, including the Group or TRAVELERS, by reason of delay in performance or nonperformance of any of their respective obligations under this agreement to the extent that any such delay or nonperformance is due to any Force Majeure. "Force Majeure" means any circumstances beyond the reasonable control of Ocean Doctor and its Suppliers/TSPs, including without limitation acts of God, terrorist activities, insurrection, explosion, flood, tempest, forceful wind, fire or accident, war or threat of war declared or undeclared, sabotage, civil disturbance, labor strikes, requisition, sickness, quarantine, government intervention, weather conditions, and unforeseen circumstances.

If Ocean Doctor, Viajes Kronos Cuba, Marazul or any of other supplier that provides components of the Group's tour is affected by Force Majeure, Ocean Doctor and its Suppliers/TSPs shall be entitled to, and may in their sole and absolute discretion, vary or cancel any itinerary or arrangement in relation to the expedition. Ocean Doctor's Suppliers/TSPs must normally make substantial and non-refundable payments to third party suppliers far in advance of the scheduled departure date. As such, payment of any refund by Ocean Doctor to a TRAVELER as a result of the nonperformance of any obligations will be less any applicable non-refundable deposits and third party cancellation fees. Further, Ocean Doctor shall be entitled to deduct from any refund recoverable the reasonable actual and potential costs to Ocean Doctor as a result of the Force Majeure.

## **Limitation of Remedies**

Ocean Doctor and its Suppliers/TSPs are not responsible for any damages, expenses, losses or claims which are attributable the fault of any participant, unforeseen or unavoidable events, the acts of third parties, Force Majeure events, or natural disasters.

TRAVELER agrees that to the extent consistent with applicable law, the maximum amount of recovery to which they may be permitted to recover from Ocean Doctor or its Suppliers/TSPs, jointly and/or severally, shall not exceed the cost of the tour. To the maximum extent permitted under applicable law, Ocean Doctor and its Suppliers/TSPs, jointly and/or severally, shall not be liable for any remote or punitive damages arising out of or relating to the Group tour, even if Ocean Doctor and its Suppliers/TSPs have been advised of the possibility of such damages. TRAVELER expressly waives any right they may have to recover such damages. If TRAVELER, or any of their heirs or successors, or anyone acting on their behalf should bring such suit, TRAVELER shall pay all attorney fees, related court fees and defense costs should he/she not prevail.

## **Images and Video Release**

Participant agrees that Ocean Doctor and its Suppliers/TSPs may copyright, use, re-use, and reproduce any images, photos, videos, slides, films or other media taken of a participant with others or individually, in any medium, free of charge and without the participant's right to inspection, for promotion or publicity purposes worldwide relating to Ocean Doctor's and its Suppliers'/TSPs' activities and services. If participant does not want us to use any images of participant that are taken during the tour, participant must inform us before the tour departs.

## **Choice of Legal Forum, Application of These Terms and Conditions, and Severability of Provisions**

The Group and TRAVELERS agree that all disputes and matters arising out of, in connection with, or relating to this agreement and/or the transactions and relationships among the parties contemplated by this agreement shall be filed and resolved exclusively by the federal and local courts located in the District of Columbia, USA. The Group and TRAVELERS agree that any dispute shall be settled by District of Columbia law. The Group and TRAVELERS agree to personal jurisdiction in any court sitting in the District of Columbia. The Group and TRAVELERS also agree that this Agreement is intended to be as broad and inclusive as permitted under applicable law. The Group and TRAVELERS agree that if any portion of this Agreement is found to be void or unenforceable, the remaining provisions shall remain in full force and effect.

## **Severability**

TRAVELERS agree that if any portion of this agreement is found by a court to be void or unenforceable, the remaining portions of the agreement shall remain in full force and effect. Any unenforceable or invalid provision will be replaced with one that is valid and enforcement and which achieves, to the extent possible, the original objectives and intent of the original provision.



### Miscellaneous

This agreement shall inure to the benefit of and be binding upon Ocean Doctor, Marazul Charters, Viajes Kronos Cuba, any other Suppliers/TSPs, the TRAVELER and their respective heirs, legal personal representatives, successors and assigns. Headings in this agreement are for convenience only and shall not be used to interpret or construe its provisions. This agreement is the final, complete and exclusive statement of the parties' agreement on the matters contained in this agreement. This agreement supersedes all prior negotiations and agreements.

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**By signing this TRAVEL BOOKING AGREEMENT, I certify that I have read this agreement, fully understand all of its terms, understand that I have given up substantial rights by signing it, and voluntarily agree to be bound by its terms. My signature applies to all pages of this agreement.**

### Select Trip:

- Jun 1-11, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana
- Nov 9-19, 2019: Isle of Youth, Bay of Pigs, Trinidad, Havana

**Minors under 18 years of Age** - A parent or legal guardian must sign this Agreement on behalf of the Minor. I hereby agree that the Minor and I will be bound by all terms of this Agreement. By signing this Agreement, I also represent that I am signing as the parent or legal guardian of the Minor and am at least 18 years of age.

Name of Minor (if applicable):

**Today's Date:** August 9, 2022

X \_\_\_\_\_



# Signature Certificate

Document name: CEEP Booking Agreement

Unique Document ID: 3E36E6CDC5D16CDF773F530FA426C674A0A4A16F

LEGALLY SIGNED USING  
**WP**signature  
Build. Track. Sign Contracts.

## Timestamp

April 25, 2018 1:32 pm EDT

## Audit

CEEP Booking Agreement Uploaded by David  
Guggenheim - david.guggenheim@oceandocor.org IP  
68.33.21.226



This audit trail report provides a detailed record of the online activity and events recorded for this contract.

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