



Moonlight Travel LLC Terms & Conditions

1. Introduction

This Travel Client Service Agreement & Travel Terms ("Agreement") is entered into between you ("Client") and Moonlight Travel LLC ("Travel Agency"). By engaging the services of the Travel Agency, the Client agrees to the terms outlined herein.

2. Scope of Services

Moonlight Travel LLC agrees to provide the following services to the Client:

- Booking transportation, accommodations, travel insurance, and other travel-related services as requested.
 - Providing travel advice, recommendations, and itinerary planning.
 - Facilitating communication with travel service providers.
 - Managing payments, cancellations, and refunds according to travel supplier policies.
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3. Fees & Payment Terms

- A non-refundable planning fee of \$200 will be invoiced before any planning begins.
 - This planning fee applies to each separate trip planned and is due for each trip requested.
 - If the Client books a trip, \$100 of this fee will be credited to the final payment, not the deposit.
 - If the Client does not book a trip, the full \$200 is retained by Moonlight Travel LLC for planning services.
- For non-commissionable reservations, the Client agrees to a service fee of 12.5% of the total cost.

- Additional services beyond planning and booking may incur separate charges as agreed upon in writing.
 - Payment deadlines and deposit dates vary by supplier and will be communicated during the planning process.
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4. Client Responsibilities

The Client agrees to:

- Provide complete and accurate information regarding travel preferences, budget, and special requirements.
 - Review all travel documents for accuracy and notify Moonlight Travel LLC of discrepancies.
 - Understand and adhere to the terms and cancellation policies of each travel supplier.
 - Comply with identification requirements for travel, including matching passport/ID details with reservations.
 - Obtain necessary travel documents, including passports, visas, and health-related documentation.
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5. Travel Agency Responsibilities

Moonlight Travel LLC agrees to:

- Act in the Client's best interest to ensure arrangements align with stated preferences and needs.
 - Provide timely assistance before, during, and after travel.
 - Communicate promptly regarding changes, cancellations, or issues with bookings.
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6. Release of Liability and Assumption of Risk

The Client acknowledges and agrees to the following:

- **Agency Role:** Moonlight Travel LLC acts solely as an agent for third-party travel service providers such as airlines, hotels, tour operators, transportation companies, insurance providers, and other suppliers.
- **Third-Party Responsibility:** Moonlight Travel LLC does not own, operate, or control these suppliers and cannot guarantee their performance or be held liable for their acts or omissions.

- **Assumption of Risk:** The Client voluntarily assumes all inherent risks associated with travel, which may include (but are not limited to):
 - Personal injury, illness, or death
 - Property damage or loss
 - Delays or cancellations
 - Accidents, weather, natural disasters, strikes, or terrorism
 - Health-related outbreaks or government travel restrictions
 - Bankruptcy or insolvency of travel providers
 - **Release of Liability:** The Client releases, discharges, and agrees to hold harmless Moonlight Travel LLC (including its owners, employees, contractors, and affiliates) from any and all claims, demands, losses, damages, costs, or expenses arising from or related to travel services booked through the agency.
 - **Claims Covered:** This release includes, without limitation, claims for negligence, breach of contract, failure of performance, or any other legal theory.
 - **Insurance Recommendation:** The Client acknowledges that Moonlight Travel LLC strongly recommends purchasing travel insurance to cover unforeseen events, including supplier default and medical emergencies.
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7. Travel Insurance & Risk Acknowledgment

- Travel insurance is strongly recommended and available upon request.
 - The Client understands travel involves inherent risks and agrees not to hold Moonlight Travel LLC liable for losses or damages beyond its control.
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8. Cancellations & Refunds

- Cancellation fees may be imposed by suppliers based on their terms.
 - Moonlight Travel LLC does not guarantee refunds for any service. Refunds, if applicable, will be processed according to supplier timelines and policies.
 - Non-refundable components of a trip will be clearly identified at the time of booking.
 - In the event of cancellation, special circumstances (e.g., illness, injury) will be considered, but refunds are not guaranteed.
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9. Force Majeure

Neither party shall be held liable for delays or failures due to events beyond their control, including natural disasters, political unrest, or government-imposed restrictions.

10. Dispute Resolution

All disputes shall be resolved through binding arbitration in the county where Moonlight Travel LLC is located. The prevailing party may recover legal fees and costs.

11. Governing Law

This Agreement shall be governed by the laws of the State of Louisiana, U.S.A.

12. Confidentiality

Both parties agree to maintain the confidentiality of personal and sensitive information shared throughout the service relationship.

13. Entire Agreement & Termination

- This Agreement constitutes the full understanding between the Client and Moonlight Travel LLC.**
 - Either party may terminate this Agreement in writing. Any fees for services rendered up to that point remain due.**
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Acknowledgment & Acceptance

By signing below, the Client acknowledges they have read, understood, and agreed to the terms in this document.