



SAFARI AGREEMENT
MEMORANDUM OF AGREEMENT ENTERED INTO BETWEEN

1 PARTIES

1.1 The parties to this agreement are –

1.1.1 **CAPE TO CAIRO LLC (dba AFRICA PHOTO SAFARIS)**, hereinafter referred to as “APSG”;

1.1.2 _____residing at

_____with the following contact details:

1.1.2.1 Tel:_____

1.1.2.2 Fax:_____

1.1.2.3 Email:_____

Hereinafter referred to as “the Client”;

1.2 The parties agree to the **SAFARI TERMS AND CONDITIONS** as set out below.

2 SAFARI TERMS AND CONDITIONS

2.1 Departure Dates, Accommodation and Rates:

2.1.1 Departure dates, accommodation and rates are reflected in the booking estimate.

2.2 Meals:

2.2.1 APS offers meals daily from as per the itinerary and booking estimate. See "Appendix A" attached hereto.

2.3 Air Transportation:

2.3.1 The Client's travel agent should arrange commercial flights or APSG can assist you with air travel arrangements. All charter flights shall be arranged by APSG and must be purchased through APSG.

2.4 Booking Estimates:

2.4.1 APSG will provide Client with booking estimate which will be attached and signed by both parties. See "Appendix A" for detailed itinerary and booking estimate. All prices are quoted and are payable in US Dollars;

2.4.2 **Not Included in the Clients booking estimates:** Cost of obtaining passports, visas, travel insurance, excess baggage charges, items of a personal nature such as drinks, communication (calls, faxes, emails, etc.), international airport departure tax (to be paid in U.S. dollars or acceptable foreign currencies), deviations from the excursion, and gratuities to professional guides, drivers, rangers and trackers.

2.5 Travel Insurance:

2.5.1 The Client should check with its travel agent or ask a APSG representative.

2.6 Deposit and Booking Information:

A 25% non-refundable deposit is due to confirm the booking

Note: Internal Africa flight can only be purchased once payment has been received.

2.7 Cancellations:

2.7.1 Cancellations received by APSG 90+ days prior to Clients departure are subject to a penalty of 33% of the value of the APSG booking estimate, unless otherwise agreed to by APSG.

2.8 Arrangements and Booking Estimates:

2.8.1 APSG booking estimates include planning, handling and operational charges, based on the rate of exchange as recorded on the date of signature of this agreement by APSG. In the event of fluctuations in foreign exchange or tariff rates, APSG reserves the right to adjust the booking estimates accordingly and therefore the parties agree that the APSG booking estimates are subject to revision.

2.9 Responsibility:

- 2.9.1 APSG, its employees, shareholders, officers and directors (collectively “APSG”) does not own or operate any entity which provides goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground or safari operators, guides, entertainment, food or drink service providers, equipment suppliers, various entities which may utilize the APS name without limitation. As a result, APSG is not responsible for any negligent or wilful act or failure to act of any such person or entity. In addition, APSG is not responsible for any negligent or wilful act or failure to act of any person or entity it does not own or control, nor for any act or inaction of any other third party not under its control.
- 2.9.2 Changes in the Responsibility clause 2.9.1 can be made in writing only and has to be signed by an officer of APS.

2.10 Indemnification:

- 2.10.1 Without limitation APSG is not liable for any direct, indirect, consequential, or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by reason of any act or omission beyond its control, including, without limitation any wilful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as an airline, train, hotel, bus, taxi, van or safari operator, local ground handler or guide, whether or not it uses the APS name, financial default or insolvency of any supplier and/or restaurant which is to, or does, supply any goods or services for this trip. Similarly, APSG is not responsible for any loss, injury, death or inconvenience due to delay or changes in schedule, overbooking of accommodation, default of any third party, attacks by animals, injury or death while on activities sponsored by lodging facilities or by other third parties, sickness, the lack of appropriate medical care, evacuation to same, if necessary, weather, strikes, acts of God or government, acts of terrorism, or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause beyond its control.

2.11 Baggage:

- 2.11.1 Baggage is at Clients risk throughout the excursion unless insured. The right is reserved to alter or cancel the itinerary, at APS's sole discretion, as it may deem necessary or advisable, APS reserves the right to decline to accept or retain any passenger on any of its excursions if, in its sole discretion, it deems accepting or retaining any such passenger as being detrimental to the excursion. In the event any passenger is removed from an excursion, APS's only obligation is to refund to that person that portion of the payment allocable to unused services. Air arrangements are based on airfares which are subject to change. Rates may vary accordingly. All scheduled airline flights are occasionally subject to overbooking, delay or cancellation. If this occurs, APS will use its best efforts to assist clients in finding alternative arrangements. APS, however, is not responsible for any such events and the costs associated therewith.

2.12 Photography:

2.12.1 APS may take photographs or film of its excursions and excursion participants, and participant grants APS express permission to do so and for APS to use such for promotional or commercial use.

2.13 Unused Services:

2.13.1 There is no right to a refund for any unused services.

2.14 Arbitration:

2.14.1 Any and all disputes concerning this contract, the brochure or your trip shall be resolved solely and exclusively by binding arbitration according to the then current commercial rules of the American Arbitration Association. Any such arbitration will take place in Atlanta, GA. In any such arbitration, the substantive (but not procedural) law of Georgia will apply.

Client signatures:

SIGNED at _____ (city) on _____

WITNESS for: _____
CLIENT

Africa Photo Safaris signatures:

SIGNED at _____ on _____

WITNESS for: _____
Africa Photo Safaris



APPENDIX C: INDEMNITY FROM LIABILITY

INDEMNITY FROM LIABILITY

I hereby waive all claim or claims of whatsoever cause or nature however arising against the owners of **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS**, their successors in title, their associates, servants, employees and / or any persons connected whether directly or indirectly with the running of **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS** and fellow guest / invitees which I might have arising out of harm, injury, death, or loss suffered whilst on the premises or properties operated by **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS** whether arising from an act of commission or omission on the part of those hereby indemnified or any one of them.

I further Indemnify and hold harmless and free, the owners of **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS**, their successors in title, their associates, servants and the employees and / or any persons connected whether directly or indirectly with the running of any of the lodges and fellow guest / invitees from any and all claims of whatsoever cause or nature which may arise on behalf of my spouse, common law wife / husband, my children, whether minor or adult, or relatives and / or persons accompanying me to any of the properties operated by **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS** whether as my invitee or otherwise or at all who suffer injury or loss whilst on the premises or any of the properties operated by **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS** and whether arising from an act of commission or omission on the part of those hereby indemnified or anyone of them.

In the event of injury, **CAPE TO CAIRO LLC and/or its SERVICE PROVIDERS** may as its discretion and without prejudice and without admission of liability arrange and pay for emergency medical treatment for and on behalf of any guest.

I, the undersigned _____ (full names) have read and understand the conditions appearing immediately above my signature and that I am bound thereby.

Residential Address: _____

Postal Address: _____

Telephone number _____ **Including country and area code**

SIGNED at _____ **(city) on this** _____ **day of** _____

WITNESS

CLIENTS SIGNATURE