



## GROUP DEPARTMENT TERMS AND CONDITIONS

### Orlando Group Department

8415 South Park Circle, Suite #100  
Orlando, FL 32819

Phone: (800) 220-0833

Fax: (407) 856-5627

Email: groupsales@southwestvacations.com

In order to efficiently and professionally service your group, a Group Travel Specialist will be assigned to your file. All updates/communication regarding your group reservation will be provided by your Group Travel Specialist. In the event that your Group Travel Specialist is not available, additional Southwest Vacations group representatives are available to assist you. The Terms and Conditions should be reviewed in detail, signed by the Travel Agent/Group Leader, and returned to the Southwest Vacations group department along with the corresponding group contract.

### GROUP RESTRICTIONS

- All groups must maintain a minimum of 10 people and 5 rooms (air/hotel packages), 20 people and 10 rooms (land only packages), or 20 people and 5 vehicles (air/car packages). Any group that falls below the minimum requirement will be rebooked and re-priced to the current independent travel rates and assessed cancellation penalties.
- No new group reservations will be accepted within 14 days of departure date.
- Hotel close-outs affecting groups consisting of less than 10 rooms must have the traveler's names (as they appear on the government issued photo identification) at the time of notification. Any rooms without names will be returned to the hotel inventory.
- If the group falls below the Southwest Vacations minimum group requirements, reservations must be rebooked on an individual basis and are subject to the current rates, supplier availability, and penalties associated with the cancellation.
- Fare adjustments are not permitted on guaranteed airfare for group travel. Seats may not be increased on the original contract after initial quote and deposit. Requests for additional seats (minimum of blocks of 10 passengers) will be priced at the current available rate.
- All air transportation is subject to the Southwest Airlines published Contract of Carriage.

### GROUP PRICING AND POLICIES

- **If the group meets the minimum room requirements as designated by the hotel:**

Group Deposit: \$100.00 one-time non-refundable per group deposit (payable only by credit card) is required at the time of booking. If the Southwest Vacations Group Department is unable to confirm the quoted space and pricing at the time of contract request, or if alternative available space and pricing is not acceptable to the group, then the \$100.00 group deposit will be refunded.

Per Person Deposit: \$100.00 per person deposit is due within 14 days of booking (additional supplier deposits may apply).

Per Person Final: Due in the Southwest Vacations Group Department's office at least 60 days prior to the departure date.

- **If the group does NOT meet the minimum room requirements as designated by the hotel:**

Group Deposit: Not applicable

Per Person Deposit: \$100.00 per person deposit is due at the time of booking (additional supplier deposits may apply).

Per Person Final: Due in the Southwest Vacations Group Department's office at least 60 days prior to the departure date.

- For reservations booked within 59 - 15 days prior to departure, a signed contract, full payment, and complete passenger name list (in typed form) is due immediately at the time of reservation. Blocked space will be released if the contract, payment, and name list are not received by 3:00pm ET on the day of booking.
- Travel Agency checks will not be accepted for payment within 60 days prior to the departure date. If a booking is made 59 - 15 days prior to the departure date, full payment is due at time of booking with a credit card.

All group payments (with the exception of credit card payments) should be made payable to Southwest Vacations and mailed to:

Overnight Payments:
Southwest Vacations
<b>Attn: Revenue Accounting (Groups)</b>
8969 North Port Washington Road, Milwaukee, WI 53217
Telephone Number (required): 414-351-3553

Standard Mailing Address:
Southwest Vacations
<b>Attn: Revenue Accounting (Groups)</b>
P.O Box 1460
Milwaukee, WI 53201-1460

- **PRELIMINARY ROOMING LIST:** Preliminary rooming list (in typed form, as the names appear on the government issued photo identification, and listing the ages of travelers under 21 years old) and all room requests are due with the \$100.00 per person deposit payment.
- **FINAL ROOMING LIST:** Final rooming list (in typed form, as they appear on the government issued photo identification, and listing the ages of travelers under 21 years old) and all room requests are due 7 days prior to the final payment date (67 days prior to departure).
- All airfare contracts state that tickets must be paid in full and issued 45 days prior to the departure date. Air tickets are **NON-REFUNDABLE** once ticketed.
- Southwest Vacations packages are restricted to use by leisure travelers and may not be used by individuals attending conventions. The hotels reserve the right to refuse check-in for anyone who appears on any convention attendee roster.
- Rates for packages which include a vehicle rental do not include gasoline, taxes, optional insurance, Collision Damage Waiver (CDW), underage driver charges, or airport fees. These items are payable to the car rental company at the time of rental car pick-up. All authorized drivers must be 21-25 years of age or older. A valid driver's license and major credit card listed in the driver's name are required at the time of rental car pick-up
- Credit card payments will only be accepted when accompanied by a completed Credit Card Authorization Form. Cashier's Checks, Certified Checks, and Money Orders are also acceptable forms of payment. Personal, business, and company checks will not be accepted for payment.
- Southwest Vacations reserves the right to release airline seat blocks, accommodations, and features if terms outlined in this contract are not met by the customer.
- Southwest Vacations reserves the right to re-invoice your reservation should an error be made in computing your package price.
- Southwest Vacations reserves the right to limit the amount of air and hotel space available on any given departure. Southwest Vacations reserves the right to cancel the air contract with the direct air carrier for any reason whatsoever including: (a) Group's failure to make any payment as prescribed; (b) Group's failure to comply with scheduled air regulations; or, (c) prohibitive market conditions and/or operational costs. It is the Travel Agent/Group Leader's responsibility to notify its group participants in writing of any cancellation. If Southwest Vacations is unable to provide space in the specified hotel due to discontinuance of program, termination of Hotel Participation Contract, or Act of God, Southwest Vacations shall use commercially reasonable efforts to secure space of equal or greater quality and advise the Travel Agent/Group Leader thereof, or refund any amounts paid to Southwest Vacations by the Travel Agent/Group Leader. Southwest Vacations shall not be liable for the Travel Agent/Group Leader's expenses or other costs involved in participant handling.

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**GROUP CANCELLATIONS, REVISIONS, AND FEES**

- All revisions must be submitted in writing either via email (groupsales@southwestvacations.com) or fax (407) 856-5627. Revisions will only be accepted from the Travel Agent/Group Leader associated with the contract.
- Penalties begin as soon as the contract is signed and returned to Southwest Vacations. Standard cancellation parameters and penalties outlined may be more restrictive on holiday and specialty packages, (i.e. New Year's Eve). No refunds will be made for special events, or other features such as tickets or passes.
- "Name Revisions" consist of the modification of 1 or 2 letters (i.e. Michael Smith to Mychael Smith). "Name Cancellations" consisting of a complete passenger name change (i.e. John Smith to Matt Johnson).
- **Air Ticket Revisions/Cancellations** (prior to air ticketing): There are no penalties associated with group name changes prior to airline ticketing (45 days).
- **Air Ticket Revisions/Cancellations: Between 44 days and 8 days:**
  - Revisions: \$100.00 per name revision.
  - Cancellations: \$100.00 per complete name change. Air tickets must be returned to Southwest Vacations groups department (via traceable means, such as UPS or FedEx). In addition to the change penalties, travelers are responsible for paying the increase in airfare.
- **Air Ticket Revisions/Cancellations: Between 7 days and 4 days:**
  - Revisions: \$100.00 per name revision.
  - Cancellations: \$100.00 per complete name change. In addition to the change penalties, travelers are responsible for paying the increase in airfare. Airline ticket must be exchanged at the airport prior to departure.
- **Air Ticket Revisions/Cancellations: Between 3 days and the day of departure:** No name modifications (revisions or cancellations) are allowed. Air tickets are completely non-refundable, non-exchangeable, non-transferable. Traveler must re-purchase a new air ticket at their own expense.
- Feature and attraction revisions (once paid in full) are subject to supplier approval.
- Complete group cancellations, changes to the departure date, or changes in origin or destination of the package will result in the forfeiture of the \$100.00 per group deposit and/or the person deposit (based on the type of group confirmed) plus any applicable travel supplier penalties.
- Once the \$100.00 per person deposit is applied, travelers will have until 61 days prior to travel to reduce the number of passengers below the mandatory group requirements as stated by the supplier. Saturday and Sunday reductions must be requested by Friday, 3:00 pm ET or penalties will be assessed.
- Cancellations/Revisions to hotel accommodations, ground transportation, or features may result in a penalty, plus any applicable travel supplier penalties and/or additional costs associated with the modification.
- Package cancellations (excluding airfare) requested within 14 days of the departure date will become completely non-refundable. Additional supplier penalties may apply.
- Once any portion of the group vacation package has been used, any unused features or hotel nights are non-refundable.
- Adjustments of package pricing will not be made after deposits have been applied, nor shall any subsequent rate reduction be made retroactive.
- All fees are subject to change without notice.
- Prices are subject to change for events beyond the control of Southwest Vacations including, but not limited to: increases in fuel or establishment of surcharges, departure taxes, tariffs or passenger facility charges. Airfare pricing, flight routing, departure/arrival times, and/or dates of travel are not guaranteed until full payment is received in the Southwest Vacations Group Department's office and airfare has been ticketed.

**AIRLINE INFORMATION**

- **Airline tickets are non-refundable once ticketed.**
- Check-in begins three hours prior to departure at the Southwest Airlines ticket counter. Groups are eligible for online check-in with Southwest Airlines.
- Southwest Vacations will not assign individual seats/boarding section for group travel. Travelers can secure their boarding space in line by checking-in online 24-hours prior.
- Valid government issued photo identification is required at check-in on the day of departure. It is the responsibility of the traveler to ensure validity of their identification.
- Please confirm all flights 24-hours prior to departure by contacting Southwest Airlines at (800) 435-9792. Customers who arrive late for check-in or "no show" for their flight will forfeit their entire airfare.
- Each ticketed passenger is allowed 2 complimentary pieces of checked luggage. Each ticketed passenger may take one carry-on item and one personal item. Contact Southwest Airlines (800-435-9792) to verify luggage dimension and weight restrictions. Baggage allowance and fees are subject to change.
- Damages, losses or pilferage must be reported to a Southwest Airlines representative at the airport within 4 hours of flight arrival.

**HOTEL INFORMATION**

- Name changes requested once a hotel has been set at a "close-out" status may not be honored and are at the discretion of the hotel.
- In the event of a hotel/supplier close-out group names will be due immediately upon request.
- Hotel room occupancy revisions are subject to supplier cancellation penalties, as well as current pricing and availability.

**TRAVEL DOCUMENTS**

- Southwest Airlines Vacations does not offer ticketless travel. Travelers must present their Southwest Airlines paper tickets at check-in.
  - Group travel documents will be delivered to the Group Leader's credit card holders billing address, unless travel documents will be delivered to a Travel Agency. In the event that documents are to be sent to an address other than the Group Leader's or the Travel Agency's, written authorization releasing all liability from Southwest Vacations must be received in writing. Additional procedures may apply.
  - All group reservations will be charged a delivery fee of no less than \$15.00 for the mailing of documents (which include paper airline tickets) for standard US shipping. International documents shipped to Canada and Mexico will be charged a higher rate – the actual delivery cost will vary based on the destination and the weight of the package. If your documents require express or overnight shipping, your Group Travel Specialist will discuss express shipping options and pricing with you. Be advised that we are not able to ship documents to certain countries. Shipping is not available to Post Office boxes.
- NOTE:** UPS does not require signatures for delivery. The delivery will be left at the address if no one is available to sign.

**GROUP REFUNDS**

- Refund requests must be submitted in writing either via email (groupsales@southwestvacations.com) or fax (407) 856-5627. Refunds will only be accepted from the Travel Agent/Group Leader associated with the contract. A written refund request (subject to the penalties herein) must be submitted to Southwest Vacations no later than 90 days after the scheduled departure date or any payments and deposits shall be forfeited.
- No refunds will be issued for missed or unused airline flights, accommodations, or additional features. Refunds will not be issued for passengers denied boarding due to inability to present proper documentation or for any other reason.

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**RESPONSIBILITIES OF SOUTHWEST VACATIONS**

- Southwest Vacations is operated by The Mark Travel Corporation. Southwest Vacations is an independent contractor that arranges travel-related services for individual, family, and group travel. Southwest Vacations is neither an agent of the customer nor of those providing travel-related services, and does not in any manner directly provide nor does it own, operate or control accommodations, optional tours, transportation, meals or other travel-related services.
- Southwest Vacations shall not be liable for personal injury or property damage resulting from the acts, omissions or negligence of any person providing accommodations, optional tours, transportation, meals or other travel-related services.
- Southwest Vacations shall not be liable for any delayed departures, missed carrier connections, substitutions of accommodations or of common carrier equipment, termination of service, cancellation or double booking of reservations or tickets beyond its control and without notice.
- Southwest Vacations reserves the right to decline, to accept, or retain any person as a member of these vacations at any time for any reason whatsoever.

**RESPONSIBILITIES OF THE TRAVEL AGENT/GROUP LEADER**

- It is the responsibility of the Travel Agent/Group Leader to examine and verify correct information upon receipt of documents.
- The Travel Agent/Group Leader is responsible for providing all the information to the group participants.
- The Travel Agent/Group Leader is expected to be certain that the group participants clearly acknowledge the responsibilities outlined in the Terms and Conditions and that the group participants are subject to all of the policies, fees, and requirements contained herein.
- All confirmations are tentative and subject to withdrawal by Southwest Vacations until the required group payment, signed contract, and Terms and Conditions have been received in our office.
- Travel Agent/Group Leader accepts full responsibility for credit card charges should they be denied or disputed.
- Facsimile and/or e-mail signatures on this Agreement shall be binding and effective for all purposes and treated in the same manner as physical signatures.
- Inquiries on completed group travel must be submitted in writing by the group representative to Southwest Vacations within 30 days of the return date of travel via email at [aftertravel@swavacations.com](mailto:aftertravel@swavacations.com). Unless you file any claim you may have with The Mark Travel Corporation/Southwest Vacations within 30 days after the termination of this trip, The Mark Travel Corporation/Southwest Vacations is released from all further liability.

**ADDITIONAL GROUP POLICY DETAILS**

**RELATIONSHIP OF PARTIES:** The parties are independent contractors. Each party assumes full responsibility for the acts and omissions of its employees and agents and, except as otherwise provided herein or agreed in writing, neither party has the authority to make commitments, enter into contracts on behalf of, bind, or otherwise obligate the other in any manner whatsoever.

**CONFIDENTIALITY:** Each party agrees that, except with the prior written permission of the other party, it shall keep confidential, and not divulge, furnish or make accessible to any third party, any confidential information or data concerning or relating to the business or financial affairs of the other party to which it has been or shall become privy by reason of this Agreement or the discussions or negotiations relating to this Agreement. A party will be deemed to fulfill its obligations hereunder if it uses the same procedures (but at least procedures that are reasonable and appropriate under the circumstances) to safeguard its own confidential information and data.

**JURISDICTION:** This Agreement shall be governed by the internal laws of the State of Wisconsin. Any lawsuit initiated shall be brought solely in a court of general jurisdiction situated in Milwaukee County, Wisconsin. Both parties hereby consent to the jurisdiction and venue of such courts and waive any objections related to improper or inconvenient jurisdiction of venue. The party bringing the suit or action before a court not agreed to herein shall pay to the other all the costs of seeking dismissal including reasonable attorneys' fees.

**COMPLIANCE WITH LAWS:** Each party shall, at its own expense, comply with all applicable laws and regulations as may be necessary for such party's performance under this Agreement.

**NO CONSEQUENTIAL DAMAGES:** In no event shall either party be liable for any indirect, special, incidental or consequential damages. Southwest Vacations shall further not be liable for the actions or omissions of any third party.

**INDEMNIFICATION:** Travel Agent/Group Leader shall indemnify and hold Southwest Vacations, and its directors, offices, employees, agents, assigns, parents, subsidiaries and affiliates, harmless from and against any and all claims, demands, actions, suits or proceedings, liabilities, losses, civil penalties, assessments, damages and costs and expenses (including reasonable attorney fees and expert witness fees) asserted by third parties and arising out of (i) any breach by Travel Agent/Group Leader of its representations, warranties and covenants in this Agreement or (ii) any act or omission or alleged act or omission on the part of Travel Agent/Group Leader in the performance of, or failure to perform the services and obligations contemplated by this Agreement.

**ATTORNEY'S FEES AND COSTS:** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorney's fees, costs, and necessary disbursements in addition to any other relief to which it may be entitled including but not limited to interest on unpaid balances at the maximum amount permitted by law.

**FORCE MAJEURE:** Southwest Vacations shall have no responsibility or liability to any part for the following (collectively "Force Majeure Events"): any loss, cost, or damage incurred by either party arising from or in connection with the failure to perform any obligation under this contract provided such failure results from an act of God, seizure under local process, sanctions, quarantine restrictions, fire, fog, volcanic ash, smog, earthquake, flood, weather, hurricane, mechanical difficulties, riots or civil commotions, strikes, labor stoppage (whether resulting from disputes between either party and its employees, or between other parties), war, acts of terrorism, travel service provider disruption or delays, flight cancellations or delays, and any other acts, matter of things, whether or not of a similar nature.

**ADDITIONAL SUPPLIER POLICIES**

**SCHEDULE CHANGES/CHANGE IN FREQUENCY:** Southwest Vacations will not be liable for delays or cancellations caused by strikes, labor disputes, government actions, weather, or any other cause beyond Southwest's control. Southwest reserves the right to change equipment, flight routes, days of service, or schedules and Travel Agent/Group Leader releases and waives any claims against Southwest Vacations regarding cancellations or schedule changes. Travelers will be accommodated (at the airline's discretion) on the next available flight due to cancellations or schedule changes.

**SPECIAL REQUESTS:** Special requests such as room location, special meals or assistance will be communicated to the appropriate supplier, but can not be guaranteed by Southwest Vacations. Southwest Vacations reserves the right to substitute hotel accommodations and to make alterations in the itinerary, when situations arise which are beyond the control of Southwest Vacations. Room photographs and maps are for informational purposes only and may not depict the actual category purchased or be exact in every detail.

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**TRAVEL PROTECTION (MUST BE PURCHASED BY ALL PERSONS TRAVELING IN THE GROUP - NOT OFFERED ON AN INDIVIDUAL BASIS)**

**The Pre-Travel Waiver (PTW) can be purchased for \$29.99 per person for travel only to Las Vegas.** Note that the entire group must purchase the PTW. The group deposit of \$100.00 is non-refundable, regardless of the purchase of the PTW. The PTW price may change at any time without notice. The PTW will not cover features and attractions. All features and attractions are non-refundable. The PTW does not waive any of The Mark Travel Corporation revision fees assessed before departure date. The PTW is non-refundable and must be purchased and paid in full at the time the non-refundable \$100.00 per person deposit is collected. The PTW will waive certain penalties assessed by The Mark Travel Corporation (including the non-refundable \$100.00 per person deposit) and applicable supplier penalties when travel arrangements are canceled prior to scheduled outbound departure date as long as the cancellation falls outside of penalty periods. The PTW protects the group from cancellation penalties, but does not eliminate charges for the deposit, "no shows" or occupancy changes due to passenger cancellation.

**The During Travel Protection can be purchased for \$20.00 per person for travel to all Southwest destinations except Las Vegas and Ski.** Note that the entire group must purchase the During Travel Protection. The During Travel Protection price may change at any time without notice. The During Travel Protection will not cover features and attractions. All features and attractions are non-refundable. The During Travel Protection is non-refundable and must be purchased and paid in full at the time the non-refundable \$100.00 per person deposit is collected. The During Travel Protection will waive certain penalties assessed by The Mark Travel Corporation applicable supplier penalties when travel arrangements are canceled prior to scheduled outbound departure date as long as the reason for cancellation is a covered reason.

**The During Travel Protection can be purchased for \$59.99 per person for travel to all Ski destinations. Ski destinations include Colorado, New Mexico, Lake Tahoe, and Utah.** Note that the entire group must purchase the During Travel Protection. The During Travel Protection price may change at any time without notice. The During Travel Protection will not cover features and attractions. All features and attractions are non-refundable. The During Travel Protection is non-refundable and must be purchased and paid in full at the time the non-refundable \$100.00 per person deposit is collected. The During Travel Protection will waive certain penalties assessed by The Mark Travel Corporation applicable supplier penalties when travel arrangements are canceled prior to scheduled outbound departure date as long as the reason for cancellation is a covered reason.

**SUPPLEMENTARY INFORMATION**

Southwest Vacations may revise these Terms and Conditions at any time. Certain provisions of these Terms and Conditions may be superseded by expressly designated legal notices or terms.

Any communications or materials you transmit to Southwest Vacations by electronic mail or otherwise, including any data, question, comments, rating of a property or attraction, suggestion, idea, or the like will be treated as non-confidential and non-proprietary. We assume no responsibility for any communications or materials submitted.

If you have questions or concerns about the Terms and Conditions, you should contact the groups department by calling (800) 220-0833 or email us at groupsales@southwestvacations.com.

You communicate with Southwest Vacations electronically whenever you visit <http://www.southwestvacations.com> or send emails to us. You consent to receive communications from Southwest Vacations electronically. You agree that all notices, disclosures, agreements and other communications that we provide to you electronically or by fax satisfy any legal requirements that communications be in writing.

**EMERGENCY CONTACT DETAILS**

Please complete the "EMERGENCY CONTACT DETAILS" fields below. If the group requires assistance after their travel has commenced, they can contact the Southwest Vacations 24-hour "During Travel" department toll-free at (800) 775-7105.

Emergency Contact Print Name:

Emergency Contact Phone Number:

**BY SIGNING THIS AGREEMENT, YOU ACCEPT AND UNDERSTAND OUR TERMS AND CONDITIONS, AND INDICATE YOUR WILLINGNESS TO MEET THEM. RETURN THIS ACKNOWLEDGMENT FORM TO SOUTHWEST VACATIONS VIA FAX TO (407) 857-9764 OR SCAN IT AND EMAIL IT TO GROUPSALES@SOUTHWEST VACATIONS.COM.**

**IN WITNESS WHEREOF**, the undersigned have executed this Agreement on the date below.

Agent/Group Leader: \_\_\_\_\_

**SOUTHWEST VACATIONS**

Signed by: \_\_\_\_\_

Signed by: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Today's Date: \_\_\_\_\_

Today's Date: \_\_\_\_\_

***GROUP FAX NUMBER: (407) 856-5627***