



Pascale Travel, LLC is an independent contractor and affiliate of Brownell Travel, Inc. As such, all travel arrangements made are subject to the following terms and conditions:

## **RELEASE AND WAIVER OF LIABILITY, HOLD HARMLESS & INDEMNITY AGREEMENT**

This Release and Waiver of Liability, Hold Harmless and Indemnity Agreement ("Agreement") is entered into this day (date signed per customer below) between Brownell / Pascale Travel, LLC and Customer Name below ("Customer"), jointly referred to as the "parties."

### **RECITALS**

- A. Customer understands and agrees that all payments to "suppliers" as defined in Brownell / Pascale Travel, LLC Terms of Service for travel services for airline, hotel, cruise line, transfer company, sightseeing operators, and other travel services are the sole responsibility of Customer.
- B. Customer has requested Brownell to accept a check and/or credit card from Customer for payment(s) to be made by Brownell on Customer's behalf to suppliers for certain travel services.
- C. Customer understands and agrees that Brownell normally requires that Customer make all payments for travel services directly to suppliers, but has agreed to make an exception for Customer, and agrees to make payments to certain suppliers on Customer's behalf under the terms and conditions stated in this Agreement.
- D. Customer fully understands and agrees to all terms and conditions contained in this Agreement, and the parties hereto desire to enter into this Agreement in order for Brownell/ to accept Customer's credit card to make payments to suppliers.

### **AGREEMENT**

Wherefore, the parties agree as follows:

#### **1. Payments**

In consideration of the recitals set forth above and the other covenants set forth herein, Customer shall render payment to Brownell in the form of ACH electronic payment and/or credit card number. With receipt of ACH electronic payment and/or credit card number, Brownell will make payments to those suppliers on behalf of Customer as agreed upon by the parties.

#### **2. Credit Card Processing Fee**

Customer understands and agrees to pay Brownell a credit card processing fee of 3% for any and all credit card payments made to Brownell by Customer. This credit card processing fee is separate from and in addition to any other charges to which Customer is responsible.

#### **3. Credit Card Chargebacks Prohibited**

Customer understands and agrees not to dispute or chargeback any credit card charges made by Brownell on Customer's credit card for charges relating to Brownell's payment to suppliers on behalf of Customer.

#### **4. Release and Discharge**

In consideration of Brownell making payments to suppliers on Customer's behalf and charging Customer's credit card for those payments, Customer hereby completely releases, acquits and forever discharges Brownell / Pascale Travel, LLC from any and all claims, demands, actions, causes of action, damages and costs (including attorneys' fees) whatsoever, of any and every kind and description, whether known or unknown, now existing or hereafter arising, as a result Brownell's charging Customer's credit card relating to Brownell's payment to suppliers on behalf of Customer.

#### **5. Hold Harmless and Indemnification**

Customer understands and agrees to defend, indemnify and hold Brownell / Pascale Travel, LLC harmless from and against any and all claims, demands, actions, causes of action, damages and costs (including attorneys' fees) arising out of or by reason of any disputes and/or chargebacks made by Customer on any credit card charges made by Brownell on Customer's credit card for charges relating to Brownell's payment to suppliers on behalf of Customer.

#### **6. Entire Agreement; Binding Effect; Benefit of Agreement**

This Agreement constitutes the entire agreement between Customer and Brownell / Pascale Travel, LLC with respect to the matters set forth herein, and it supersedes any and all prior oral or written agreements, commitments or understandings with respect to such matters. This Agreement shall be binding upon, shall inure to the benefit of, and shall be enforceable only by the parties hereto.

IN WITNESS WHEREOF, the parties here to have executed this Agreement as of the date stated above.

Date: \_\_\_\_\_ Customer Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_