

THE TERMS & CONDITIONS OF L&D ENTERTAINMENT D/B/A NY WINE TOURS

This is an important legal document. Please allow yourself sufficient time to carefully read and understand the entire document. By authorizing and submitting payment for the wine tour provided by L&D Entertainment, LLC., DBA NY Wine Tours, you and all members of your “party” are agreeing to the following terms and conditions.

By submitting your payment for any tour, you are accepting and agreeing to the following Terms and Conditions in their entirety for you and your party. Additionally, by accepting these Terms and Conditions you represent and warrant that you, and all members in your party, are at least 21 years old when purchasing your wine tour.

L&D Entertainment, LLC., DBA NY Wine Tours, coordinates and arranges transportation to visits to wineries and assumes no liability for injury, damage, loss, or accident. You accept full responsibility for your own items and articles. L&D Entertainment, LLC., DBA NY Wine Tours will not be held responsible, liable and/or at fault for any lost, stolen, or damaged articles. You are required to protect your valuables and double check the vehicle and/or vineyards before you leave. Any and all persons or companies engaged in conducting such support services in or at the wineries and/or on the vehicle to the wineries are not employees of L&D Entertainment, LLC., DBA NY Wine Tours. You further understand that any and all persons or companies engaged in conducting such support services in or at the wineries and/or on the vehicle to the wineries are not subject to any direction or control of L&D Entertainment, LLC., DBA NY Wine Tours. Also please be aware and fully understand that L&D Entertainment, LLC., DBA NY Wine Tours, will not have liability and/or responsibility regarding any and all provisions of medical care and/or the adequacy of any care that may be rendered.

You are voluntarily participating and consenting to partake in these and all other similar activities with the knowledge of the risks of alcohol and hereby agree and consent to accept any and all risks. L&D Entertainment, LLC., DBA NY Wine Tours is not responsible for any losses or additional expenses in any form. All such losses or expenses will be the sole responsibility of the member and/or participant of the tour, as the rates provided that you are voluntarily agreeing to pay are for the arrangements only at the time stated. As a passenger you are assuming all such risks associated with participation in this trip. L&D Entertainment, LLC., DBA NY Wine Tours, may not be held responsible, liable and/or at fault for any loss or damage to luggage, before, during, or after the tour program. Additionally, L&D Entertainment, LLC., DBA NY Wine Tours is not responsible for the actions or omissions of any person or company engaged in providing any service for a tour, or by any strike, work stoppage, acts of Providence, or other events.. L&D Entertainment, LLC., DBA NY Wine Tours reserves the right to cancel or alter any tour at its discretion when circumstances demand or require. In the rare event a tour needs to be cancelled, a full refund will be provided.

L&D Entertainment, LLC., DBA NY Wine Tours does not own or control the Tour vehicles. The Tour vehicles may have their own separate rules and regulations. You warrant and represent that you will fully comply with the Tour vehicles rules and regulations, which are not managed or controlled by L&D Entertainment, LLC., DBA NY Wine Tours. You warrant and agree to reimburse L&D Entertainment, LLC., DBA NY Wine Tours for any costs, fees, or penalties associated with any violation of the vehicle’s companies rules, which may include damage costs, excessive clean up fees, and Overtime¹ charges. If you wish to see a complete list of the bus rules and regulations, please contact

¹ Overtime is defined as and will be calculated based upon any additional time and/or hours needed above and beyond the allotted time specified in the Itinerary Email including, but not limited to partial hours. The Overtime and/or hours will be calculated and become due to L&D Entertainment, LLC., DBA NY Wine Tours when any additional time and/or hours are needed and/or used above and beyond the time frame, starting from the Pick Up Time and ending with the Return Time, including partial hours beyond the allotted time as specified in the Itinerary Email. When any additional time and/or hours are used for Overtime, the credit card provided to pay for the wine tour will be charged for the Overtime used. The amount of Overtime charged will be calculated by your original average hourly cost/rate

us and we will comply. If the vehicle driver deems passengers to be causing danger to themselves or anyone else, he or she reserves the right to end the trip with no refund, which is not subject to dispute. The drivers are not subject to the control of L&D Entertainment, LLC., DBA NY Wine Tours and these decisions are made at their own discretion. Underage drinking is not permitted under any circumstances. We reserve the right to search the bags of patrons for their protection and safety, which is not subject to dispute. Your safety is our number one concern at all times.

For private tours; you authorize L&D Entertainment, LLC., DBA NY Wine Tours to take a non-refundable deposit on credit card. The non-refundable deposit will reduce the remaining balance due. You agree to allow L&D Entertainment, LLC., DBA NY Wine Tours to hold that account for security of the trip and for any additional charges such as unpaid Overtime charges or any damages caused by a customer or their party to any vehicle that they are renting.

Although wine tours may be booked through L&D Entertainment, LLC., DBA NY Wine Tours, which can include wine “tastings”; alcohol is to be strictly served by the selected vineyards only to customers over the age of 21. L&D Entertainment, LLC., DBA NY Wine Tours is an event planning company and does not under any circumstances serve alcohol to patrons. The consumption of wine and/or any other alcohol is done at your own risk. You are responsible for knowing your limits, and the consequences of your actions. You are responsible for making any arrangements for transportation after the tour is completed. L&D Entertainment, LLC., DBA NY Wine Tours is not responsible for ensuring your transportation needs after the tour is completed.

L&D Entertainment, LLC., DBA NY Wine Tours and you as the customer agree that if there is a vehicle that has a mechanical failure that, although we will try to replace it with the exact vehicle to the best of our abilities, sometimes it is not possible. Under these circumstances, the customer agrees to accept a vehicle that L&D Entertainment, LLC., DBA NY Wine Tours sees as a similar replacement fit for the occasion and this will fully satisfy this agreement. If there is a dispute over services, L&D Entertainment, LLC., DBA NY Wine Tours will resolve this with company credit only. There are no cash refunds. We are not responsible for lateness due to mechanical failure, accidents, inclement weather, or anything that is out of our control. Although we will make every effort to always be on time.

As lawful consideration for the agreement with L&D Entertainment, LLC., DBA NY Wine Tours, to participate in such trips and activities you hereby agree that you will not make a claim against L&D Entertainment, LLC., DBA NY Wine Tours, or sue for bodily injury, emotional trauma, death, and/or property damage, however caused, as a result of your participation in your pre-arranged tour. You therefore release L&D Entertainment, LLC., DBA NY Wine Tours, and its employees from any and all claims, known or unknown, arising from your participation in a

for your wine tour and L&D Entertainment, LLC., DBA NY Wine Tours will charge the credit card provided as needed for any Overtime needed and/or used. L&D Entertainment, LLC., DBA NY Wine Tours reserves the right to charge the credit card for any Overtime used, including partial hours, as L&D Entertainment, LLC., DBA NY Wine Tours deems fit and proper. The patron will be notified via email of Overtime charged to the credit card provided. For example, the Itinerary Email can/may/shall state “Pick Up Time: 10am; Return Time: 6pm,” for a total of 8 hours and L&D Entertainment, LLC., DBA NY Wine Tours will charge the Patron \$2,000 for the wine tour, at an average of \$250/hour. In this example, and other similar circumstances, if your party arrives and/or needs the vehicle/limo/bus/mode of transportation beyond and/or later than 6pm, the Return Time, the total time for your Tour will be calculated as 9 hours, which includes 1 hour of Overtime and will be charged by and become due to L&D Entertainment, LLC., DBA NY Wine Tours immediately in the amount of \$250 per additional hour, which is the original average hourly rate for the wine tour. Please note and be advised that this is only an example and Overtime can be charged in a variety of differing circumstances including, but not limited to failing to depart your Pick Up Location at the Pick Up Time specified in the Itinerary Email, failing to depart from the final vineyard stop at the Departure Time specified in the Itinerary Email, failing to arrive at the Return Location at the Return Time specified in the Itinerary Email.

tour. This agreement is binding on your heirs, legal representatives, and assigns. If any portion of this agreement is unenforceable, the remaining portions shall remain in full force and effect.

If you have any special requests please let us know and we will make every effort to accommodate you. I assure you that we will make every effort to service you in the best way possible. We understand that you have other options and we value you as a customer. Our staff is always ready to assist you. Please review your reservation and respond that everything is ok or respond with any necessary changes and we will take care of you. Thank you again for choosing NY Wine Tours!

For all events booked through, by and with L&D Entertainment, LLC., DBA NY Wine Tours, your payment is deemed to be fair and reasonable consideration for the services of L&D Entertainment, LLC., DBA NY Wine Tours and all parties to this agreement will abide and uphold all of the Terms and Conditions stated above in full.

Any controversy or claim arising out of or relating to this contract, or the breach thereof, shall be settled by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any court having jurisdiction thereof. You further agree that the law of the State of New York shall apply to issues involving the construction, interpretation, and validity of this Agreement and that New York law shall govern any dispute between the parties arising from the activities covered by this Agreement. Please note that all terms and conditions mentioned above and throughout this agreement are subject to change from time to time.

“Party” shall refer to all members traveling in your vehicle and participating in your wine tour.