

OFF THE BEATEN PATH 2007-2008 TERMS & CONDITIONS

Our Commitment

We've been partnering with travelers to deliver exceptional travel experiences for over 21 years. Driven by our ongoing determination to provide trips that speak to your interests, needs, and desires, we are always pursuing ways to enhance your experience, from beginning to end. Whether it is providing the best lodging, most engaging activities, appropriate levels of physicality, compelling ways to learn about history, or opportunities to experience different cultures, we make every effort to exceed your expectations.

It's gratifying to see that our commitment to our travelers inspires them, in turn, to place their faith in us. Last year, more than 70 percent of those who traveled with us were repeat travelers or referred from past travelers. This makes us proud and more determined than ever to earn and sustain that trust.

At the heart of our relationship with our travelers is our desire to be clear and fair when it comes down to the details. In this spirit, we offer the following terms and conditions:

Making Reservations

To secure your place on a Guided Group Journey or to begin planning your own Private Custom Journey, call (800) 445-2995 Monday through Friday, 8:30 a.m. to 5:30 p.m. Mountain Time, or log on to www.offthebeatenpath.com and select the journey style in which you are interested.

Payment Schedule for Guided Group Journeys and Private Custom Journeys

Guided Group Journeys	Private Custom Journeys
\$500 deposit (\$1,000 for Latin America and New Zealand departures) to secure space for each person traveling (applied to total trip price). <i>Trip deposits can be applied to travel for a two-year period from date of payment.</i>	\$500 non-refundable fee to begin trip development process (applied against total trip price).
	50% of total trip price due at reservation confirmation (typically within 3 weeks of development deposit).
Total trip price due in full 90 days prior to trip departure date. <i>Latin America and New Zealand departures require full payment 120 days prior to departure.</i>	Total trip price due in full 90 days prior to trip departure date.

Exceptions to these payment terms may apply for certain trip types (e.g. ranch and lodge stays, single destination trips, cruises, deluxe camping excursions, etc.) and will be discussed in advance.

Single Destinations, Ranch Vacations, and Fly-Fishing Expeditions

Travel planning that entails a single reservation is subject to payment terms that coincide with those imposed by the lodge or ranch providers and may vary from the payment terms detailed above. In such cases the payment terms associated with your itinerary will be discussed with you as a part of the travel planning process.

Pricing

Prices for Guided Group Journeys detailed in this catalog are based on double occupancy. We work hard to maintain the rates that we publish, but reserve the right to adjust them should our own journey-related costs change materially. Although price changes rarely occur, you can always verify pricing with one of our travel advisors or at www.offthebeatenpath.com.

Single Travelers – We encourage solo travelers to join Guided Group Journeys and for those who do, and occupy a single room, single supplement pricing will apply.

Family Departures – Families love our trips—and we love to have them. To encourage this we offer the following price adjustments for children 12 years of age or younger.

Traveling...	In...	Per Child Price
1 adult & 1 child	1 room (1 or 2 beds)	10% off published price
2 adults & 1 or more children	1 room (2 beds)	25% off published price

All inclusive pricing for Guided Group Journeys – Trip pricing includes all lodging, activities, baggage handling, transportation and return airport transfers, permits, entrance fees, most meals (trips typically include one night "on your own"—see itinerary for details), speakers, and professional guide service from the commencement point of your trip. Not included are trip interruption/cancellation insurance, costs associated with travel to and from the point of trip commencement, separately identified in-country airfare, alcoholic beverages, end-of-tour gratuities (not required but strongly encouraged and customary), telephone calls, laundry service and other personal expenses, expenses incurred due to inclement weather or other acts of God, altered river, road, or trail conditions, sickness, flight delays, or unforeseen security issues.

Make it yours!

"Make it Yours" allows any of the trips detailed in this catalog to be run exclusively for your own group, on published departure dates or dates of your choosing. Call our office at (800) 445-2995 and ask to speak with a group trip coordinator about making a departure yours. Tell us about your group and give us your preferred dates, then we'll determine if those dates are available, and if any pricing differences might apply. Should you make a departure yours, the terms and conditions associated with Guided Group Journeys applies, with the exception that the entire per-person deposit is non-refundable.

Private Custom Journeys – In general terms, trip pricing is entirely dependent upon the details, preferences, and availability of the trip that you construct in partnership with us. Specifically, trip pricing for Private Custom Journeys is conveyed in one, per-person amount and includes accommodations, planned activities, itinerary development, travel planning services, support services while traveling, and your deluxe pre-departure package featuring your personalized Travel Guidebook, maps, travel vouchers, and detailed regional information. *As this service is tailored to your specific interests and needs, we are not able to provide itemized detail of individual costs.* Trip pricing does not typically include travel to and from the point of trip commencement, on-trip transportation, rental car charges, meals, or gratuities, although exceptions to this will occur should specific requests be arranged in the planning process.

Ranch Vacations – OBP maintains one of the industry's most extensive, consumer-based database of information related to guest, dude, and working ranches in the American West. Utilizing this information along with our traditional travel planning services, we offer our clients a Ranch Matching Service

which custom-fits your group's interests with the ranch or ranches that best speak to these interests. Once a suitable option is determined, you pay the stated retail price for a stay at the ranch, as well as a flat fee of \$250 for the service. Depending upon your group size and the cost of the ranch stay, this flat fee averages between one and four percent of what you would pay if you booked directly on your own. In addition to the Ranch Matching Service, you also receive support services while traveling and pre-departure materials about your ranch. Typically gratuities are a required part of the ranch-stay pricing and are included in your pricing to the extent that these are required by the ranch. Pricing does not include transportation to and from your destination or rental car charges (if necessary).

Fly-Fishing Expeditions – As with Private Custom Journeys, pricing for Fly-Fishing Expeditions is entirely dependent upon the features, choices, and amenities that are developed in partnership with your expedition travel planner. Pricing typically includes the lodge fees, planning services, support services while traveling, and pre-departure materials that are custom published specific to your itinerary. Pricing does not include transportation to and from your destination, rental car charges, or gratuities, although exceptions to this will occur depending upon your needs.

Guide-to-Guest Ratio

Our Guided Group Journeys average 1 guide for every 5 guests—one of the best ratios in the industry.

Confirmed Departures and Group Size

Off the Beaten Path locks-in a given departure when 4 confirmed reservations are received. Group sizes for all departures range from 4 to 16, with an average group size of 10. (Exceptions apply to certain journeys, as noted in Group Size information.)

Cancellations and Refunds

In the event that OBP cancels a Guided Group Journey, you will be refunded the entire amount that has been paid to that point, without exception, and OBP will pay for any change fees associated with airline tickets that you have purchased related to the trip.

Cancellation fees charged by OBP for travel that you cancel on your own accord are necessary to cover the costs associated with development and document processing costs and/or the loss of appropriate time to resell the space. If you are unable to begin or complete your trip, notice must be given to Off the Beaten Path immediately. Refunds are based upon the date of receipt of written notice (mail, e-mail, or facsimile) and will be subject to the following cancellation fees as well as any additional fees associated with non-refundable advance payments made on your behalf related to your trip:

Guided Group Journeys	Private Custom Journeys
More than 90 days prior to departure – \$250 per person \$500 for Latin America and New Zealand departures	More than 90 days prior to departure – \$500 development deposit
61 to 90 days prior to departure 25% of trip price	61 to 90 days prior to departure 25% of trip price*
31 to 60 days prior to departure 50% of trip price	31 to 60 days prior to departure 50% of trip price*
30 days or less prior to departure 100% of trip price	30 days or less prior to departure 100% of trip price*

* Cancellation fees for Private Custom Journeys will be in excess of this total to the extent that reservations made on your behalf are subject to fees greater than the amount imposed by OBP.

Trip Interruption/Cancellation Insurance

We strongly recommend that you purchase trip interruption/cancellation insurance. Such insurance can be purchased directly through Off the Beaten Path. A full explanation of travel insurance coverage will be included with your trip confirmation materials. Travel insurance premiums are nonrefundable unless your journey is cancelled by Off the Beaten Path.

Traveler Responsibility

Travelers are responsible for choosing a Guided Group or Private Custom Journey consistent with their ability, fitness, and overall health. All travelers are required to complete and return their trip enrollment form and consent to these Terms and Conditions prior to the commencement of their travel with OBP. Travelers are also responsible for reading and understanding all pre-departure materials, bringing appropriate clothing and gear as suggested by Off the Beaten Path, and acting in a manner that is considerate to other people with whom they are traveling or with whom they come into contact.

Limitation of Liability

Off the Beaten Path LLC, its owners, agents, employees, and affiliated companies hereby give notice that they act only as agents for hotels, transportation companies, land operators, and suppliers of travel services, and assume no responsibility or liability whatsoever in connection with the operation, safety, condition, or service of any aircraft, motor vehicle, boat, other conveyance, inn, lodge, or hotel which may be used wholly or in part, for services to Off the Beaten Path's travelers. Off the Beaten Path, its operators, airlines, and agents will not be responsible for any act, error, or omission, nor for any injury, loss, accident, delay, inconvenience, irregularity, or damage which may be occasioned by any cause whatsoever, including acts of nature, civil disturbance, government restrictions, or failure of any means of conveyance to adhere to published schedule.

Off the Beaten Path reserves the right, either prior to or after departure, in its good-faith discretion and in circumstances that warrant it, to change or re-price any tour, trip, or expedition. This includes, but is not limited to, the right of Off the Beaten Path in such circumstances to alter or omit any part of the itinerary, to substitute hotel or trip leaders, or to change any means of conveyance without notice and without allowance of refund, with the liability for increased costs—if any—to be borne by the traveler.

If Off the Beaten Path decides to cancel any travel due to acts of insurrection, strikes, acts of God, or any other cause beyond the control of Off the Beaten Path, refunds will be based upon the difference between the original trip price and the cost of services already provided. Off the Beaten Path reserves the right to accept or reject any person as a trip member at any time.

Trip members grant Off the Beaten Path express permission to take photographic records of its trips for promotional and commercial use.

Late Bookings

Trip reservations made within 30 days of departure may be subject to additional fees to allow for express mailing and other necessary expediting.