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## VACATION LAYAWAY CONTRACT, EZ PAY PLAN

This **Vacation Layaway Contract** is between \_\_\_\_\_ (herein after “**Traveler**”) and **TravelFrom.com**.

**Date:** \_\_\_\_\_

### Details Of The Vacation:

**Round-Trip Air:** From \_\_\_\_\_ to \_\_\_\_\_  
**Accommodations at:** \_\_\_\_\_ for \_\_\_\_\_ nights  
**Departure date:** \_\_\_\_\_ \*  
**Return date:** \_\_\_\_\_ \*  
**Total Cost:** Estimated at \$ \_\_\_\_\_ \*

### Terms Of This Contract:

This contract is by and between **TravelFrom.com** and the **Traveler**. The intention of this contract is to allow the **Traveler** to prepay for a future vacation. It is the responsibility of **TravelFrom.com** to act as the Travel Agent for the **Traveler**, and to secure prices and information that will enable the **Traveler** to make an educated decision on a vacation package. **TravelFrom.com** will use all resources available to secure a fair market price from a credible Supplier(s) for the airfare, accommodations, and other transportation of a vacation package requested by the **Traveler**. In return for services provided by **TravelFrom.com**, any commissions, promotions, and other considerations provided by the Supplier(s) will be the sole property of **TravelFrom.com**. In addition, a \$5.00 per month administrative fee, paid by the **Traveler**, will be the sole property of **TravelFrom.com**. For the services rendered, the **Traveler** agrees to use due diligence in decisions concerning the **Traveler’s** vacation package and agrees to make every effort possible to fulfill their obligation under the terms provided in this contract.

For purposes of this contract, it is explained that the Supplier(s) will require a **10%-35% deposit** to secure the booking of airfare and hotel accommodations for the **Traveler**. Based on an estimated vacation package cost of \$\_\_\_\_\_ per person, an amount of \$\_\_\_\_\_ to \$\_\_\_\_\_ per person will be necessary at the time of contract between the **Traveler** and the Supplier(s). In addition, Supplier(s) will require another 25% payment within 120 days of departure. Final payment, in full, is due 30 days prior to the departure date.

As your travel agent, **TravelFrom.com** requires an initial payment of \$\_\_\_\_\_ to be made by \_\_\_\_\_. This amount represents the estimated first and last month’s payments in advance.

All payments are to be made to **TravelFrom.com Layaway Program** and will be deposited in a non-interest-bearing Trust Account at **Balcones Bank, P.O. Box 926, San Marcos, TX, 78667**. Balcones Bank will appoint loan officer(s) to serve as Trustee(s) of the Layaway Account. The Trustee(s) will be responsible for dispersing all payments (deposits and final payments) to all Supplier(s).

**TravelFrom.com** will charge a monthly administrative fee of **\$5.00**, which will be deducted from the Layaway Account on the 15<sup>th</sup> of each month.

## Payment Schedule:

**Estimated Cost:** \$ \_\_\_\_\_  
**Down Payment:** \$ \_\_\_\_\_  
**Administrative fees:** \$ \_\_\_\_\_ (\$5.00 per month for \_\_\_ months)  
**Balance Due:** \$ \_\_\_\_\_  
**Monthly Payments:** \$ \_\_\_\_\_ (Balance Due divided by \_\_\_ months).  
Monthly payments are due on the 1<sup>st</sup> of each month, beginning on \_\_\_\_\_.

**Last payment due on** \_\_\_\_\_

## Cancellation:

**TravelFrom.com** will send a reminder if any payment is not received by the 15<sup>th</sup> of any month. If a late payment is not received by the 1<sup>st</sup> of the following month, it will be assumed that the **Traveler** is no longer interested in this vacation. In that event, it is the responsibility of the **Traveler** to request a refund.

This Layaway Plan can be cancelled at any time. To cancel, the **Traveler** must request a refund, with original signature, and mail it directly to **TravelFrom.com** at the address above.

## Refunds:

The **Traveler** is entitled to a refund if the **Traveler** chooses to cancel his/her layaway. The amount refunded will be the balance in the **Traveler's** Layaway Account less **TravelFrom.com's** administrative fee of \$5.00 per month. If a deposit has been made to a Supplier(s), with respect to this vacation, the amount of the deposit refunded will be the deposit less any cancellation fees imposed by the Supplier(s).

## In The Unlikelihood of Death, Prior To The Vacation:

The **Traveler** designates \_\_\_\_\_ as the recipient of any refunds due. It is \_\_\_\_\_'s responsibility to notify **TravelFrom.com** of the **Traveler's** death to recover any refund amounts.

\* Prices for the air portion of this trip will not be available until, at most, 364 days prior to departure. Therefore, **TravelFrom.com** has estimated the total cost of the vacation described above. **TravelFrom.com** will determine the actual cost in November 2002. At this time, the **Traveler** will determine which vacation package they will contract for and this contract can/may be changed accordingly, at the discretion of the **Traveler**. **TravelFrom.com** will not be held liable for cost estimates for any of the vacation packages. Final prices will be determined when the **Traveler** decides which vacation package to contract for.

I, \_\_\_\_\_ (**Traveler**, please print) agree to the terms of this contract.

Signed: \_\_\_\_\_ (**Traveler**) Date: \_\_\_\_\_

Signed: \_\_\_\_\_ (Partner/Agent, **TravelFrom.com**) Date: \_\_\_\_\_