



Terms & Conditions for Malibu Discovery® Tours

1. **Pick Up Time and Late Arrival Policy (Parking Reminder)** - Please arrive 10-15 minutes ahead of your scheduled Pick Up Time & Location listed on your Tour Confirmation, especially if you are driving to and must park your car near the Pick-Up Location. **The Tour vehicle Driver can allow a maximum 5 minute grace period from your Pick-Up Time in order to keep the entire Tour on schedule. Late arriving guests who miss the Tour vehicle at their Pick Up Time and Location are not entitled to any refund.**
2. **Pick Up Locations** - All Santa Monica, Venice, Marina del Rey, Malibu, Westlake Village and Agoura Hills Hotels. Special locations can be arranged for an additional fee.
3. **Overtime Charges** - FOR RESERVED GROUPS ONLY - Tours which exceed the allotted tour duration (starting at Pick Up until return) due to Guest activity which causes late departure from Pick Up Location or from any other tour stop, will incur overtime charges at the rate of \$120/hr. The Responsible Party who booked the Reserved Group agrees to pay these charges and will be charged the applicable overtime on the authorized credit card as authorized on the security deposit form. Maximum overtime allowance is 2 hours.
4. **Rain or Shine** – Tours run all year round because Southern California weather is so beautiful. In the case of unusual weather or known traffic conditions, we'll notify you of any changes to the Tour schedule.
5. **Payment Policy** - Payments in full is required to reserve space on the Tour. Reserved group tours are subject to a mandatory 18% gratuity fee.
6. **Tips** - All venue taxes and gratuities are included in pricing for the Tour. Driver tips are greatly appreciated for excellent service
7. **Refund/Cancellation Policy** -Due to high Tour demand and limited vehicle size, no refunds will be given once your Join-In Tour is confirmed, unless the Tour is cancelled by us for weather or other conditions beyond our reasonable control that would affect the Tour experience/schedule. For Reserved Group Tours, the following Cancellation Policy applies:
 - a. 100% refund if cancelled by you 21 days before date of event.
 - b. 50% refund if cancelled by you up to 7 days before event date and Pick Up Time.
 - c. No refund available if cancelled by you within 7 days of event date and Pick Up Time.
8. **Age Limit** - All wine Tour guests must be 21 years of age or older. Identification and proof of age is required on wine tours.
9. **Pets** - Sorry, no pets are allowed in any Tour vehicle.
10. **No Drinking in Vehicle** – Guests are legally prohibited from drinking alcoholic beverages at any time in Luxury Tour Vehicles. Food, drinks, or alcohol is only allowed on mini buses and super coaches with a \$500.00 refundable security deposit paid prior to the trip. The security deposit will be refunded only after there have been no improper disposals or damage to the vehicles.
11. **No Smoking in Vehicle** - Smoking is prohibited in all vehicles at all times.
12. **Dress Recommendations** - The Tour travels through a variety of geographic and climatic areas, so please wear layers of comfortable clothing. Some locations are outside, so we also recommend a hat, sunglasses and sunscreen.
13. **Persons with Disabilities** – Many Tour stops require a relatively high degree of mobility to maneuver and access. Any guest with a physical disability or related concern about the vehicle or Tour stops should contact Malibu Discovery in advance.



- 14. **Disruptive Guests** – All guests are entitled to fully enjoy the entire Tour experience, including but not limited to wine tasting at tasting rooms, and so all guests must drink responsibly and handle themselves appropriately in a group situation. If our host/driver determines (in his/her sole discretion) that a guest is overly intoxicated or in any way disruptive to either guest or vehicle safety or the overall Tour experience of other guests, the disruptive guest will receive a single verbal warning (if appropriate or possible under the circumstances) to change their disruptive conduct. As appropriate, the host/driver may (in his/her sole discretion) notify the appropriate entity (including wine tasting room staff and/or local law enforcement) to address the situation. If the disruptive guest is (in the host/driver's sole discretion) removed from the Tour by us, the disruptive guest will receive no refund and be returned to their original Pick Up location by taxi or other third party transportation at their own expense. **If a disruptive guest causes damage to a vehicle or causes the need for extra vehicle cleanup, the disruptive guest and/or responsible party agrees to pay for all such costs damage and cleaning costs.**
- 15. **No Guarantee** – Every effort is made to provide you with a wonderful day of exploring the Malibu area. However, we cannot guarantee you or any guest's satisfaction with the Tour experience, and so you agree to participate in and experience the Tour at your own risk of enjoyment.
- 16. **Agreement to Terms & Conditions** - By taking any of Malibu Discovery Tour, you agree to these Terms & Conditions.
- 17. **Performance** - If by any Act of God or circumstances out of the control of Malibu Discover LLC prohibits the operation of the tour, client will be entitled to a full refund or reschedule of tour. Malibu Discovery LLC will not be liable for any additional damages beyond the payment of the tour.

Client acknowledges that Client has read and fully understood the above policies. Client agrees to adhere to the policies, and Client agrees to ensure that Client's guests follow the policy as well.

(Signature)

(Date)

(Printed Name)

(Position)

If you have any questions, please call us at 310.393.6555

WE LOOK FORWARD TO SERVING YOU!

Malibu Discovery Tours™
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Home of Malibu Wine Trail® Tour and Malibu Discovery™ Tours