

TERMS & CONDITIONS

PONANT is the tour Operator/Organizer of this cruise and has invited members of the American Horticultural Society (Sponsor) to participate. Please read this information carefully, as payment of a deposit represents your acceptance of the following terms and conditions.

Compagnie du PONANT, PONANT Group USA, LLC, and PONANT USA, LLC are hereinafter collectively referred to as "PONANT GROUP". Please read carefully the following terms and conditions, which constitute the sole, legally enforceable agreements between the passenger and PONANT GROUP and the tour's sponsoring organization.

PAYMENT SCHEDULE: In order to secure a booking, the guest is required to pay a \$1,500 deposit: \$500 payable to American Horticultural Society and an additional \$1,000 payable to PONANT, both deposit payments can be made via check or credit card on registration form below. Final payment due 90 days prior to departure.

CANCELLATION, MODIFICATION PENALTIES & REFUNDS: All cancellations or modifications must be in writing. Any and all guests not reporting for departure or prevented from reporting for departure or waiving for any reason whatsoever the benefit of services included in the program cannot claim any refund. PONANT GROUP shall not be required to refund any monies to any guests who must leave the cruise prematurely for any reason, nor shall PONANT GROUP be held responsible for any costs, fees, damages or causes of action which result from the transportation expenses incurred by guest's early departure.

For any deposited or fully paid booking, cancellation penalties will be assessed as noted below. These cancellation penalties are applicable on all services booked with PONANT GROUP.

- From confirmation of booking date up to 91 days prior departure: \$1,000 per person
- 90-61 days prior departure: 50% of full fare
- Within 60 days prior departure: 100% of full fare.

TRAVEL INSURANCE: Passengers shall be responsible for subscribing to cancellation/luggage/assistance repatriation/medical insurance(s).

ITINERARY: PONANT GROUP reserves the right to withdraw and/or cancel a sailing to make changes in the itinerary whenever, in its sole judgment, or in the judgment of the vessel owner or operator, conditions warrant it.

INDEPENDENT CONTRACTORS/LIMIT OF LIABILITY: The passenger agrees that PONANT GROUP acts as agent and/or trustee for any person, ground and maritime agents and subcontractors, who provide any service forming, or in connection with, any part of the cruise. Transportation services to the port of departure, transfers to the ship, including, as applicable, hotel room and restaurant bookings or guided tours, are performed by independent suppliers who are not employees of PONANT GROUP. In this respect, PONANT GROUP acts only as an agent and shall not be held liable for said services or for the acts or omissions of sub-contractors or other contractors.

PONANT GROUP shall not be held liable for bodily injury to, or death of passengers, or for loss of, or damage to luggage or other personal belongings, unless it is proved that the carrier has infringed statutory obligations or that it or one of its employees or agents has committed gross negligence. However, in the event the liability of PONANT GROUP is incurred, such liability is limited (details available upon request).

PONANT GROUP shall in any case not be liable for failure of an improper performance when the same is due to or caused by the fault of the passenger; the unforeseeable or unavoidable fault of a third party unconnected with the provision of any services to be provided under the contract; unusual and unforeseeable circumstances beyond the control of PONANT GROUP; an event of "Force Majeure" such as a war, threat of war, riots, civil commotion, acts of God, terrorist activities, natural and nuclear disaster, fire, technical problems with transport, closure of ports, strikes and any industrial action, or any other event beyond the control of PONANT GROUP.

RATES: The prices given at the time of booking are based on economic conditions known on April 1, 2018 and are subject to change. These conditions are, amongst others, the cost of transport and fuel, relevant dues and taxes for the proposed operation (port taxes, embarkation and disembarkation taxes, entrance costs to tourist sites), currency exchange rates relevant to the pricing of these programs. PONANT GROUP reserves the right within the legal limits of applicable laws to vary the prices if necessary. All variation of the cost of transport, fuel, taxes, dues and visa costs will be passed on within the voyage cost. Additionally, any surcharge levied will be increased to include an amount to cover agent's commission. Any change in fare cannot be imposed less than 60 days prior to departure. For the cruise-only rate, daily surcharge, if any, will be calculated based on:

$S = \text{fuel variation} \times \text{daily consumption}^{**}$

Ship capacity ***

(*): MGO FOB Rotterdam 0,1% in US\$

(**): L'AUSTRAL, LE BOREAL, LE LYRIAL, LE SOLEAL: 20t

(***): L'AUSTRAL, LE BOREAL, LE LYRIAL, LE SOLEAL: 244 passengers

JURISDICTION: These terms & conditions are subject to and interpreted according to International regulations and concern the transportation of passengers and their luggage from the time of boarding the ship to the moment of disembarking, as well as at ports of departure, destination, or stopover. PONANT GROUP shall incur no liability outside this period of time. Without prejudice to required legal regulations, any actions related either to the interpretation, or execution of this agreement shall be brought before the competent courts of Marseille-France.

PONANT is not responsible for omissions, printing and/or presentation errors and reserves the right to make corrections as required.

SHIPS' REGISTRY: France

FL Seller of Travel Ref No ST37706

CA Seller of Travel Ref No 2120712-40

REGISTRATION

AHSO B140519

Enclosed is my credit card no. or check made out to American Horticultural Society for \$_____ (\$500 per person) and payment to PONANT for \$_____ (\$1,000 per person) as a deposit to hold _____ place(s) on **Voyage to Green and Gentle Lands**. I understand that final payment is due 90 days prior to departure.

Please mail payment and registration form to:

American Horticultural Society
7931 E. Boulevard Drive, Alexandria, VA 22308

AmEx Discover Visa MasterCard

No. _____

Exp. _____

3- or 4-Digit Security Code _____

Please select cabin category in order of preference (1st, 2nd & 3rd choice):

___ Superior Stateroom - Deck 3

___ Deluxe Stateroom - Deck 3

___ Prestige Stateroom - Deck 4

___ Prestige Stateroom - Deck 5

___ Prestige Stateroom - Deck 6

___ Deluxe Suite - Deck 6

___ Prestige Suite - Deck 5

___ Prestige Suite - Deck 6

___ Owner's Suite

Twin Beds King Bed

Single Occupancy

Share (cannot be guaranteed)

DR./MR./MRS./MS. FIRST LAST

DR./MR./MRS./MS. FIRST LAST

ADDRESS

CITY/STATE/ZIP

TELEPHONE (DAY) (EVENING)

E-MAIL

Each participant must sign below:
I/We have read the "Terms & Conditions" section and agree to its terms.

SIGNATURE DATE

SIGNATURE DATE

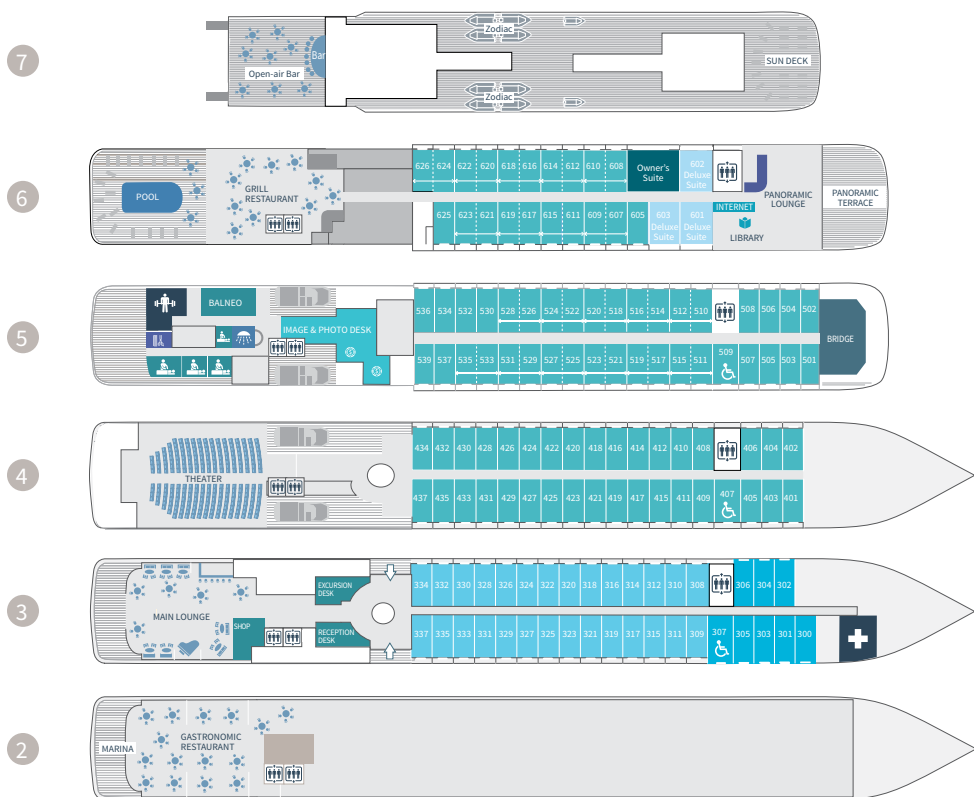
The Operator and the Sponsor are not joint venturers and are not otherwise connected with each other. All organizational and operational matters associated with this cruise tour, including the handling of all payments and/or refunds, are controlled by the Operator and any communication and/or disputes relating to any such matters shall not be brought against the Sponsor.

LE BORÉAL



The deluxe, five-star *Le Boréal* is one of the most beautifully conceived and technologically sophisticated small ships afloat. Designed in France and built in Italy, *Le Boréal* boasts an elegantly understated aesthetic that one associates with European sensibility and craftsmanship, with room for no more than 264 guests. It is one of four sister ships of the PONANT cruise line, selected as Best Luxury Cruise Line by Cruise Critic's editors in 2014. All sister ships are recognized as eco-friendly "Clean Ships" by Bureau Veritas.

DECK PLAN



FARES PER PERSON, DOUBLE OCCUPANCY

All accommodations aboard *Le Boréal* face outside affording sea views, and, other than the eight superior staterooms, all feature a private balcony. All staterooms include a bedroom with either two twin-size beds or a king-size bed, sitting area (separate living room for the Prestige Suites), mini-bar, safe, spacious closets, climate control, telephone, WiFi access, TV with movies on demand, iPod player, and bathroom with marble vanity, shower, and fine amenities.

■ SUPERIOR STATEROOMS	\$5,390
■ DELUXE STATEROOMS	\$5,690
■ PRESTIGE STATEROOMS, DECK 4	\$5,890
■ PRESTIGE STATEROOMS, DECK 5	\$6,090
■ PRESTIGE STATEROOMS, DECK 6	\$6,190
■ DELUXE SUITES	\$7,890
■ PRESTIGE SUITES, DECK 5	\$8,390
■ PRESTIGE SUITES, DECK 6	\$8,590
■ OWNER'S SUITE	\$8,990

Single occupancy staterooms are available in the Deluxe Stateroom category at a rate of \$7,690.

- Owner's Suite—Deck 6
- Prestige Suites—Decks 5 - 6
- Deluxe Suites—Deck 6
- Prestige Staterooms—Decks 4 - 5 - 6
- Deluxe Staterooms—Deck 3
- Superior Staterooms—Deck 3

