

# **Italy Workshop “I Colori d’Italia” Agreement**

**August 29-September 5, 2022**

This Agreement sets out what Winslow Art Center, LLC (“WAC”) agrees to provide during the workshop and what the participant agrees to do in return. To assure your space in the workshop, each participant should print, fill out, sign where indicated, and return the entire Agreement to Winslow Art Center at the following address:

Martha Jordan  
Winslow Art Center  
P.O. Box 10925  
Bainbridge Island, Washington USA  
98110

## **Total Cost Based Per Room and Number of Occupants:**

Solo workshop participant \$3,950.

Two workshop participants sharing a room \$6,900.

Workshop participant with travel companion \$6,400.

Trip begins August 29, 2022, with pick-up by private shuttle in Rome. Trip ends September 5, 2022 with drop-off by private shuttle in Rome.

## **Included for painters:**

- 8 days, 7 nights accommodation, private room with ensuite bathroom at Castello di Petroia
- Ground transport from Rome to venue and return (if you elect not to take or you miss the scheduled transportation to

and from Rome arranged by WAC, you are responsible for your travel costs)

- All breakfasts, 5 lunches, all dinners with wine
- 5 full days of painting instruction with Scott Gellatly
- WiFi
- Welcome aperitivo, excursion to town of Gubbio, wine tasting, outdoor astronomy and stargazing lecture, closing reception, translation and travel assistance services

### **Included for non-painters**

- 8 days, 7 nights accommodation, private room with ensuite bathrooms at Castello di Petroia
- Ground transport from Rome to venue and return (if you elect not to take or you miss the scheduled transportation to and from Rome arranged by WAC, you are responsible for your travel costs)
- All breakfasts, 5 lunches, all dinners with wine
- WiFi
- Welcome aperitivo, excursion to towns of Gubbio and Perugia, wine tasting, cooking lesson outdoor astronomy lecture, horseback riding excursion, closing reception, translation and travel assistance services

## **Not Included in Trip Cost:**

- Airfare and travel costs outside of those specified above
- Travel Insurance- strongly recommended
- Painting supplies
- Independent meals, sight-seeing, personal expenses outside of those specified
- Gratuities
- Itineraries are subject to change. Italy is full of surprises and we need to be flexible enough to take advantage of whatever comes along so that participants can enjoy the best possible travel experience. Activities in the itinerary may be substituted for alternative experiences, should the need arise.

## **Payments:**

- A \$750 non-refundable deposit per person is due at time of registration to reserve your spot. You may cancel your reservation for a full refund of the deposit within 24 hours. After 24 hours, the deposit is non-refundable.
- Final payment of the balance of the trip cost is due no later than April 29, 2022. Missing the final payment deadline may result in cancellation of your reservation.

## **Travel Insurance:**

WAC does not offer travel insurance and will not be responsible for reimbursement of any costs, payments or damages incurred by tour participants except as specifically provided in this agreement. Personal travel insurance is, therefore, strongly suggested to cover non-refundable costs such as airline tickets, loss of luggage, trip delays, medical evacuation, foreign medical coverage, and reimbursement of accommodations, workshop tuition and other tour costs.

## **Workshop Cancellation Policy:**

If WAC elects to cancel the workshop, the entire amount you have paid to WAC will be refunded to you within 14 days after the tour's cancellation. In the unlikely event this should occur, WAC has no other obligations to participants for cancelled trips including, but not limited to, costs or fees related to the issuance and/or cancellation of airline tickets or other travel reservations not made by WAC. WAC has no responsibility to provide refunds if the workshop is cancelled as the result of risk or threat of war, riot, civil strife, industrial dispute, terrorist activity, natural disaster, fire or other similar events beyond WAC's control. For cancellation resulting from or related to Covid 19, please see the paragraph titled "Covid 19" below.

In the unlikely event that the designated art instructor is unable to attend the workshop, WAC may, at its sole discretion, substitute a qualified instructor to teach the course, or cancel the

trip. If WAC cancels the trip, WAC will refund amounts paid by participants to the WAC as provided above.

### **Refunds After Cancellation by Participant:**

Cancellation by the participant for any reason more than 120 days prior to the date the workshop starts will result in a full refund of amounts paid to WAC minus the non-refundable \$750 deposit.

Cancellation by the participant for any reason between 120 days and 45 days prior to the date the workshop starts will result in a 75% refund minus the non-refundable deposit only if WAC is able after a good faith effort to fill the vacancy.

Cancellation by participant for any reason 44 days or less prior to the date the workshop starts will result in a forfeiture of all amounts paid to WAC.

### **Participant Expectations:**

Participants assume certain responsibilities, risks and obligations to their fellow participants, the instructor and Winslow Art Center including, but not limited to, the following:

- Foreign travel and painting classes involve moderate levels of physical activity. Participants should be capable of handling their own roll-on luggage and carrying their own painting gear over short distances, and be prepared to walk moderate distances over uneven surfaces, such as cobblestone streets. Winslow Art Center will attempt to accommodate the participants' special needs, but makes no guarantee to be able to do so.

- Life in Italy is undoubtedly different from that of many participants' home countries, which is part of the charm and challenge of foreign travel. While Winslow Art Center endeavors to arrange accommodations, meals and excursions to provide the highest quality experience, participants may find certain amenities to which they are accustomed different or lacking.
- Although participants seeking privacy will find plenty of time to paint and explore on their own, this is still a group art experience. Meals, excursions and art classes are largely communal and participants are expected to enter into the spirit of the adventure. An overly critical or abrasive participant can diminish the experience of the entire group. If you feel you will have difficulty being courteous or accepting of others, or meeting with good grace the challenges of a sometimes demanding art class, or of life and travel in a foreign environment, this trip is not for you.
- In the unlikely event that a participant in the workshop is unreasonably disruptive or conducts him or herself in a manner incompatible with the safety and reasonable enjoyment of other members of the tour, WAC reserves the right and discretion to expel that person from the workshop, without any claims against WAC.

## **COVID-19:**

For the safety and peace of mind of your fellow participants and instructor, all participants are required to provide proof of Covid-19 vaccination at least two weeks prior to departure or, in the alternative, proof of a negative Covid test within 72 hours of

departure. Participants who test positive for Covid within two weeks of the departure date will not be allowed to participate in the trip. Participants who test positive for Covid during the trip will not be allowed to continue with the trip. The risk of contracting Covid is solely that of the participant and standard cancelation terms will apply.

Notwithstanding the above, governmental entities, airlines, hotels, restaurants and other vendors may impose their own Covid restrictions and requirements and those restrictions may change with little or no notice over time. Winslow Art Center will make best efforts to notify participants of any Covid related restrictions or requirements imposed by the hotel, restaurant and excursion vendors with whom it contracts. Nevertheless, it is the responsibility of the participant to be aware of, and to comply with, the restrictions and requirements of governmental and private entities including, but not limited to, the requirements imposed by airlines. Failure to comply may result in the participant's expulsion from the workshop.

In the unlikely event that, after the date of final trip payment to Winslow Art Center, the Italian government imposes a complete shutdown barring entry to foreign visitors as the result of Covid, irrespective of vaccination or testing, Winslow Art Center will make best efforts to reimburse participants 100% of their payments to Winslow Art Center without compensation or profit to Winslow Art Center. To this end, Winslow Art Center has obtained assurance from vendors in Italy that in the event of a shutdown of the country to foreign visitors, the vendors will reimburse Winslow Art Center for deposits made for lodging, meals, transportation to and from Rome to the hotel, and excursions. If any vendor or vendors in Italy are unable or

refuse to honor their assurances to reimburse deposits, Winslow Art Center will not be responsible to participants for the amount of the deposits that are not reimbursed.

### **Liability :**

I recognize the risks that foreign travel may present, such as, but not limited to, food-borne illness, health problems, personal injury, political unrest, natural disaster, and/or other unforeseen circumstances that could arise. I acknowledge and agree that Winslow Art Center and Martha Jordan are only responsible for providing the lodging and classes outlined above. Further, I agree to waive any and all claims against Winslow Art Center, Martha Jordan and her family members who may assist her in arranging or conducting the art tour, for personal injury or damages that I may incur arising from any cause, including claims for personal injury or damages arising out the negligence of Winslow Art Center, Martha Jordan or her family members, related to the above described trip. I am aware that the workshop itinerary is entirely elective and any activities outside the workshop itinerary are not covered in the workshop price and any additional costs incurred will be my responsibility. I will not hold Winslow Art Center, responsible for any changes, delays, cancellations or other unforeseeable occurrences in connection to these travel arrangements, except as specified above.

I have read and acknowledge this Agreement with Winslow Art Center for the workshop with Scott Gellatly at Castello di Petroia, August 29-September 5, 2022. I agree to the terms as outlined herein.

### **Dispute Resolution:**



All disputes between the participant and Winslow Art Center arising out of or in any way connected to this Agreement will be resolved through confidential binding arbitration held in King County, Washington in accordance with the Arbitration Rules and Procedures of the Judicial Arbitration and Mediation Services (“JAMS”). The state or federal courts of the State of Washington and the United States in King County have exclusive jurisdiction over any appeals and the enforcement of an arbitration award. Any claim arising out of or related to this Agreement must be filed with JAMS within one year after such claim arose or the claim is permanently barred.

### **Governing Law:**

The terms of this Agreement and any dispute arising out of or in any way connected with this Travel Agreement will be construed and governed pursuant to the laws of the State of Washington or, if applicable, federal law.

### **Environmental Commitment:**

Winslow Art Center recognizes that air travel contributes to the emission of climate changing carbon into the atmosphere and has committed to doing its share to offset those costs to the environment. Based on research available on the Internet, it costs approximately \$30 of investment in environmental initiatives in the developing world to mitigate the carbon emissions created by one round-trip flight between the US and Europe. For our mutual peace of mind, Winslow Art Center will donate from its pocket \$30 per trip participant to the Rainforest Alliance, or other similar organization committed to climate conservation.

**Name (print):**

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**Address:**

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**City:** \_\_\_\_\_

**State: Zip:**

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**E-mail:**

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**Contact Telephone Number:** \_\_\_\_\_

**Emergency Contact:**

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**Signature:** \_\_\_\_\_

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