

# **Italy Workshop “Sketching Nature in the Umbrian Autumn” Agreement**

**September 30-October 7, 2023**

This Agreement sets out what Winslow Art Center, LLC (“WAC”) agrees to provide and be responsible for during the workshop and what the workshop participants and their non-painting travel companions (“Participants”) agree 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 WAC at the following address:

Martha Jordan  
Winslow Art Center  
2226 Elliott Av., No. 409  
Seattle, Washington USA  
98121

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

Solo workshop Participant \$4,450.

Two workshop Participants sharing a room \$7,250.

Workshop Participant with travel companion \$6,950.

Trip begins September 30, 2023, with pick-up by private shuttle in Rome. Trip ends October 7, 2023, 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, Gubbio
- Ground transport from Rome to venue and return for each Participant plus one medium or large suitcase and one carry-on bag (Participants who elect not to take or who

miss the scheduled transportation to and from Rome arranged by WAC are responsible for their own travel costs)

- All breakfasts, 5 lunches, all dinners with wine
- 5 full days of art instruction with Jean Mackay
- Wi-Fi (as available at the Castello)
- Welcome aperitivo, cooking class, guided astronomy and stargazing session, wine tasting, closing reception

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

- 8 days, 7 nights accommodation, private room with ensuite bathroom at Castello di Petroia, Gubbio
- Ground transport from Rome to venue and return for each Participant plus one medium or large suitcase and one carry-on bag (Participants who elect not to take or who miss the scheduled transportation to and from Rome arranged by WAC, are responsible for their own travel costs)
- All breakfasts, 5 lunches, all dinners with wine
- Wi-Fi (as available at the Castello)
- Welcome aperitivo, guided astronomy and stargazing session, wine tasting, cooking class, closing reception

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

- Airfare and travel costs outside of those specified above
- Travel Insurance (strongly recommended)
- Painting supplies
- Live model fee (if any)
- 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 Participant is due at time of registration to reserve a spot. Participants may cancel a reservation for a full refund of the deposit within 24 hours of payment. After 24 hours, the deposit is non-refundable.
- Final payment of the balance of the trip cost is due no later than May 30, 2023. Missing the final payment deadline may result in cancellation of the reservation.

## **Travel Insurance:**

WAC does not offer travel insurance and will not be responsible to Participants for any costs except as specifically provided in this Agreement. Personal travel insurance is, therefore, strongly suggested to cover Participant's costs such as airline tickets, loss of luggage, trip delays, medical evacuation, medical expenses, reimbursement for accommodations, workshop tuition and other tour costs. Further, in the event a Participant contracts Covid, governmental protocols may restrict travel and/or require quarantine and isolation measures which may result in additional costs to the Participant.

## **Workshop Cancellation Policy:**

If WAC elects to cancel the workshop, the entire amount paid to WAC will be refunded within 14 days after the workshop's cancellation. In the unlikely event this should occur, WAC has no other obligations to Participants for cancelled workshops 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, travel bans or other similar events beyond WAC's control.

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. In the event an instructor becomes ill or injured during the trip and is completely incapacitated from teaching, WAC will reimburse

Participants \$100 per day for each day the instructor is unable to teach.

### **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, if WAC is able to fill the vacancy.

Cancellation by the 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 WAC 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 luggage and carrying their own painting gear over short distances and be prepared to walk moderate distances over uneven surfaces, such as cobblestone streets. WAC 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 WAC 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, abrasive or disruptive Participant can diminish the experience of the entire group. If a person feels that he or she 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, he or she should not enroll in this workshop.
- In the unlikely event that a Participant in the workshop is unreasonably disruptive or conducts himself 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 Participant from the workshop without any liability to WAC.
- Allergies: With sufficient prior notice, WAC, working with the venue, will attempt to meet the reasonable dietary restrictions of Participants. Certain allergy situations may not be susceptible to change. Persons with severe allergies should make inquiries with WAC prior to deciding to join the trip to determine what, if any, steps can be taken to minimize exposure to allergens.

## **COVID-19:**

The risk of contracting Covid is solely that of the Participant and

standard cancellation terms will apply. Covid, and the recommended response to the disease, is evolving over time. At present, WAC does not mandate any specific precautions but strongly recommends that all Participants are fully vaccinated and boosted. WAC reserves the right, at WAC's sole discretion, to mandate reasonable precautions, either before or during the trip, including vaccination, testing and masking, to address changing circumstances.

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. WAC 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. It is the responsibility of the Participants 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.

## **Liability**

Participants must read and agree to the following: 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 workshop, 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 and/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 Jean Mackay at Castello di Petroia, September 30-October 7, 2023. I agree to the terms as outlined herein.

### **Dispute Resolution:**

All disputes between the Participant and WAC 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:**



WAC 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. Every year WAC makes a substantial donation 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:** \_\_\_\_\_