

# **UMBRIAN TRAVEL WORKSHOP AGREEMENT**

## **June 13 to June 20, 2025**

This Agreement sets out what Winslow Art Center, LLC (“WAC”) agrees to provide and be responsible for during the travel workshop and what the workshop participant and, if applicable, his or her non-painting travel companion participant (“Participant”) agrees to do in return. To assure your space in the workshop, each Participant should carefully read, sign and date where indicated and return the signature page by mail to the following address:

Martha Jordan  
Winslow Art Center,  
2100 Western Ave., Apt. No. 67 Seattle, Washington USA 98121

Or email scan to:  
martha@winslowartcenter.com

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

- Solo workshop Participant \$4,850
- Workshop Participant with travel companion in shared room \$6,950
- Two painters sharing a room \$7,550

Trip begins June 13, 2025, with pick-up in Rome by van to the Castello di Petroia, or for participants finding their own way to the Castle, with Participant’s check-in at the Castello di Petroia. Trip ends June 20, 2025 with transportation by van to Rome or, for participants departing on their own, with check-out at the Castle.

### **Included for painters:**

- 7 nights accommodation, private room with ensuite bathroom
- 7 breakfasts, 6 lunches, 7 aperitivo gatherings and dinners with wine
- 5 full days of art instruction
- Excursion day to the medieval town of Gubbio
- Live model fee (if any)
- Wi-Fi (as available at hotel)
- Welcome aperitivo, departure aperitivo and workshop painting display

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

- 7 nights accommodation, private room with ensuite bathroom
- 7 breakfasts, 6 lunches, 7 aperitivo gatherings and dinners with wine
- Excursion day to the medieval town of Gubbio
- Live model fee (if any)
- Wi-Fi (as available at hotel)
- Welcome aperitivo, departure aperitivo and workshop painting display

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

- Airfare and travel costs other than as provided 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. 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 February 13, 2025. 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 Participant 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.

### **Workshop Cancellation Policy:**

If WAC elects to cancel the workshop for any reason, including insufficient attendance, 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 Participant for canceled 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 canceled as the result of risk or threat of war, riot, civil strife, strike, 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 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 painting Participant \$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 (including, but not limited to, injury, illness or death) 120 days or less prior to the date the workshop starts will result in a 50% refund of funds paid, not including the non-refundable deposit, but only if WAC is able to refill the vacancy. Participant should understand that WAC invests significant labor, incurs significant costs and must pre-pay many of the trip costs for venues and services months before the trip begins. Further, it is costly in labor and expense to find a replacement participant able to join a trip of this nature on short notice, assuming that is even possible. WAC, therefore, highly encourages Participant to obtain travel insurance.

## **Participant Expectations:**

Participant assumes certain responsibilities, risks and obligations to fellow participants, the instructor and WAC including, but not limited to, the following:

- Foreign travel and painting classes involve moderate levels of physical activity. Participant should be capable of carrying his or her 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 Participant's special needs but makes no guarantee to be able to do so.
- Given that venues are chosen by WAC because of their historic or scenic nature, many venues are not equipped with elevators. Although assistance carrying suitcases to rooms can be accommodated, Participants with difficulty navigating one or more flights of stairs should contact WAC to see if the venue is suitable.
- Life in Greece is undoubtedly different from that of the Participant's home country, 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, Participant may find certain amenities to which he or she is 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 without refund from the workshop.

- 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.

### **COVID-19:**

The risk of contracting Covid is solely that of the Participant and standard cancelation 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. 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 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.

## **Liability**

Participant understands that foreign travel may present risks, 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. Participant acknowledges and agrees that WAC and its owner are only responsible for providing the lodging and classes outlined above. Participant further agrees to waive any and all claims against WAC, its owners and employees, for personal injury or damages that may occur arising from any cause, including claims for personal injury or damages arising out the negligence, excepting gross negligence, of WAC, its owners or employees, related to the above described trip. Neither WAC nor its owner is responsible for any changes, delays, cancellations or other unforeseeable occurrences in connection to these travel arrangements, except as specified above.

## **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):**

**Signature:**

**Date:**