



ROLLER COACH & TOURS, Inc.

"Travel with Confidence!" #RollerCoachIt!

TOUR POLICIES & TERMS OF SERVICE

REVISED JANUARY 2021

TOUR RESERVATIONS

- Due to limited seating with many of our tours and sightseeing adventures, all reservations are processed on a **"FIRST COME, FIRST SERVE"** basis in the order they are received, without exception!
- ROLLER COACH & TOURS, Inc. does not **HOLD, RESERVE, or GUARANTEE** future availability of seating or boarding passes without receipt of the required payment, as defined below, unless otherwise specified in the tour package.
- ROLLER COACH & TOURS, Inc. reserves the right to make changes that may become necessary with or without notice, with the full and complete understanding that any additional expenses shall be paid by the attendee(s). Fares are based on quotes provided during tour planning. Our representatives constantly negotiate with venues in order to achieve the most economical package possible. The Company reserves the right to increase fares at any time due to increase in fuel, vendor costs, overnight accommodations, or any other unexpected expenses which may arise. The Company makes every reasonable effort to contact attendees with as much advance notice as possible, via USPS postal mail, telephone, or through e-mail communication, regarding any change(s) or alteration(s) to the scheduled tour or event.
- ROLLER COACH & TOURS, Inc. makes every reasonable effort to ensure accuracy with all tour and event information. The Company is not responsible for any mistake(s) that might occur in typography or printing of advertisement and brochures. Should an error be identified, we encourage attendees to please contact the office for immediate correction. If a tour or event has been advertised at an incorrect fare due to typography, photography, or technical error, the Company will honor the advertised fare.

DEPOSIT & PAYMENT

- A reservation cannot be processed without payment or receipt of the minimum required deposit, specified in the tour package:
 - ❖ **CASINO (Single-Day), CONCERT, SPORTING EVENT, and SINGLE DAY TOUR: Payment in Full**
 - ❖ **CASINO (Overnight) and MULTI-DAY TOUR: 25% Due at Reservation**
- Outstanding balances are **due no later than six (6) weeks prior to the scheduled date of departure**, unless otherwise specified in the tour package. It is the sole responsibility of the attendee to pay any outstanding balance in full by the specified due date in order to avoid cancellation of reservation(s), without a refund of any kind.
- ROLLER COACH & TOURS, Inc. does not accept **"STARTER CHECKS"** or **"TRAVELER'S CHECKS"**; a **\$30.00 NSF Fee** will be assessed for any business or personal check, returned **"unpaid"** to the Company; in the event a check is returned unpaid, ROLLER COACH & TOURS, Inc., at its discretion, may refuse to accept any future payment(s) via check, unless **"CERTIFIED"**. **ROLLER COACH & TOURS, Inc. will seek civil and/or criminal prosecution, to the fullest extent, pursuant to Ohio Revised Code 2913.11, Bad Checks.**
- All credit card payments received by the Company shall incur a **3% SERVICE FEE**; ROLLER COACH & TOURS, Inc. proudly accepts all major credit cards, including but not limited to: American Express, Discover, MasterCard, and Visa. A **\$49.00 CHARGEBACK FEE** shall be imposed for any credit card payment(s) charged back to the Company for any reason(s); additionally, the Company, at its discretion, may refuse to accept future credit card payment(s) from attendee. **ROLLER COACH & TOURS, Inc. will seek civil and/or criminal prosecution, to the fullest extent, pursuant to Ohio Revised Code 2913.21, Misuse of Credit Card.**
- Early departure from a tour or event by an attendee for any reason, shall not constitute a refund of any kind; furthermore, ROLLER COACH & TOURS, Inc. shall not be responsible for additional travel expenses incurred by attendee as a result of their early departure from tour or event.
- ROLLER COACH & TOURS, Inc. is not responsible or liable for lost, stolen, or destroyed boarding passes. An email confirmation with boarding pass will be electronically delivered upon receipt of payment.

CANCELLATION, REFUND, & TRANSFER

- **ROLLER COACH & TOURS, Inc. does not accept cancellations via telephone;** in order to cancel or transfer an existing reservation, the Company must receive written notification of their cancellation or boarding pass transfer prior to processing any refund(s) or boarding pass transfer(s):
 - ❖ Mail: ROLLER COACH & TOURS, Inc., Tourism Department, PO Box 5066, Youngstown, OH 44514
 - ❖ E-Mail: RollerCoach@Outlook.com
 - ❖ Fax: (330) 953-2027
- **REFUND POLICY:** Full refunds are issued for cancellations received **FORTY-FIVE (45) CALENDAR DAYS** prior to the scheduled date of departure minus any “NON-REFUNDABLE” expenses incurred (i.e., hotel or overnight lodging fees, event tickets, dining reservations, service fees, etc.) unless otherwise specified in the tour package. Refunds are processed within **FIVE (5) BUSINESS DAYS of receiving written notification** of cancellation and are issued using the same method of payment as the Company received payment.
- **TRANSFER POLICY:** ROLLER COACH & TOURS, Inc. permits attendees to transfer a reservation, up to **TWENTY-ONE (21) CALENDAR DAYS** prior to the scheduled date of departure. It is the sole responsibility of the original attendee to provide written notification to the Company of such transfer to ensure proper and accurate documentation with passenger manifest. Transfers may incur service charges due to contractual obligations with vendors; transfers are not possible with all tours. Failure to notify ROLLER COACH & TOURS, Inc. may result in improper processing of a boarding pass; **Attendees not listed on passenger manifest will not be permitted to board.**

TIPS & GRATUITIES

- Providing gratuities to hotel workers and/or dining staff is included whenever lodging accommodations and meals are scheduled as part of the tour. However, our Coach Operator and Tour Guide gratuities are optional and can be awarded on a strictly voluntary basis. The industry’s recommended gratuity for a “positive tour experience” is \$3.00 - \$5.00 per day for a Coach Operator and \$2.00 - \$4.00 per day for a Tour Guide should you decide to show your appreciation. This is a customary practice, not obligatory, but your Coach Operator and Tour Guide will certainly appreciate it.

SEATING ARRANGEMENTS

- ROLLER COACH & TOURS, Inc. does not reserve or assign specific seats unless accommodations are needed in order to comply with A.D.A. requirements. Any attendee requiring special seating accommodations should notify us at the time of reservation, otherwise, seat selection is done by attendee at time of boarding on a **“FIRST COME, FIRST SERVE”** basis, however, a seat within the first row behind the assigned Coach Operator is reserved exclusively for the assigned Tour Guide, when applicable. Seat rotations are permitted amongst attendees at their discretion.
- Attendees traveling alone or in a small group with an uneven number of guests may be required to sit with another attendee or small group, in order for ROLLER COACH & TOURS, Inc. to accommodate all attendees traveling, due to the double seating setup with our deluxe motor coaches. A single attendee is welcome to occupy a double seat by purchasing an additional seat, if available.

DINING & MEALS

- Tours and events with dining accommodations will be specified in the tour package. Attendees are welcome to bring their own snacks and beverages. As a courtesy to others, our Coach Operator, and Tour Guide, we kindly ask you to discard any trash when exiting the coach at designated rest stops and destinations. Should any food or beverages be left onboard unattended in an open manner during a stop, our Coach Operator or Tour Guide is permitted to discard them.

HOTEL ACCOMMODATIONS

- At ROLLER COACH & TOURS, Inc., our Tourism representatives work diligently to locate, research, then negotiate the best lodging accommodations possible without sacrificing quality. Decisions are made with strict emphasis on their cleanliness, recent and relevant reviews, professional references, and overall hospitality of their management and staff.
- Lodging accommodations are generally made with two (2) double beds, however, we cannot and do not guarantee these specific accommodations. Groups of three (3) or four (4) may be asked to share a room with two (2) double beds. Should this be an issue, an attendee may request alternative lodging accommodations at the time of reservation.
- All lodging accommodations made by ROLLER COACH & TOURS, Inc. are **NON-SMOKING**. Smoking rooms may be requested at time of reservation, but are not guaranteed.

LUGGAGE RESTRICTIONS

- Tour packages with overnight lodging accommodations include handling of one (1) standard size piece of luggage, weighing no more than fifty (50) lbs and no larger than 30 inches x 20 inches x 13 inches, per attendee. Oversize luggage items in excess of fifty (50) lbs may be subject to additional fees of up to \$8.00 per item, per day; handling of oversize or overweight luggage shall be the sole responsibility of attendee, as Coach Operators and Tour Guides are prohibited from handling these items for their safety.
- Each attendee is also permitted one (1) handbag and one (1) small carry-on bag, no larger than 18 inches x 10 inches x 10 inches, which can be placed in the overhead storage compartment; attendee is responsible for handling their own carry-on item(s) at all times.
- Every reasonable effort is made to ensure proper careful handling of all luggage. However, luggage from time to time will be out of our control when being loaded, unloaded, and/or transported to/from the hotel room. When packing for an overnight adventure with us, we strongly encourage attendees not to place valuable items such as car keys, jewelry, cameras, prescription medications, etc. in luggage or baggage items that may be handled by a third-party. ROLLER COACH & TOURS, Inc. takes every precaution possible to safeguard attendees' belongings, but does not assume liability for any articles that may be lost, stolen, or damaged, due to fire, water, theft, vandalism, pilferage, breakage, etc., of luggage, bags, carry-on items, personal property, or items purchased during the tour or event.
- Upon conclusion of tour or event at final drop off location, please gather all items, including luggage, bags, purchases, carry-on items, purses, cell phones, keys, wallets, trash, etc. are removed prior to exiting coach. ROLLER COACH & TOURS, Inc. is not responsible for locating any lost items or items left behind, however, the Company will make every reasonable attempt to notify attendee and return item(s) if discovered.
- ROLLER COACH & TOURS, Inc. reserves the right to and may conduct a non-intrusive visual inspection of any and all luggage, bags, or purses at their sole discretion for any reason, at any time.

AMERICANS WITH DISABILITIES ACT (ADA) - Statement of Compliance

- ROLLER COACH & TOURS, Inc. complies with all A.D.A. rules and regulations. We are fully committed to providing tours, events, and sightseeing adventures to individuals with disabilities. With advance notice, we can coordinate vehicles for mobility impaired attendees. For attendees using a fold up wheelchair and traveling with someone who can provide assistance on and off the coach, it is not necessary to inform us, as our deluxe motor coaches offer more than adequate storage compartments. Should an attendee require special accommodations, please advise us at the time of reservation as all attractions, destinations, facilities, and/or venues may not be accessible, however, we can and will request and work with all vendors to obtain accessible facilities. ROLLER COACH & TOURS, Inc. is not a guarantor, cannot guarantee all attractions, destinations, facilities, or venues can and will provide accessibility that complies with A.D.A. requirements, and is not responsible for the accessibility of facilities used during the tour. Canada and international destinations do not and are not required to adhere to A.D.A. requirements.

CASINO TOUR PACKAGES

- ROLLER COACH & TOURS, Inc. offers single-day and overnight casino tours to the following: Greektown Casino - Hotel, JACK Cleveland Casino, MGM Northfield Park, Mountaineer Casino, Racetrack and Resort, Presque Isle Downs & Casino, Rivers Casino, Seneca Allegany Casino & Resort, Seneca Niagara Resort & Casino, Soaring Eagle Casino & Resort, The Meadows Racetrack & Casino, and Wheeling Island Hotel, Casino, & Racetrack.
- Attendees are encouraged to pre-register with their player's card to guarantee seat and receive "free play incentive(s)" or "casino bonus(es)". Attendees with pre-paid reservations will have priority boarding at designated pick-up locations. For regularly scheduled "single-day" casino tours, walk-on attendees are permitted, subject to seating availability. We do not assign specific seats regardless of pre-paid reservations or walk-on status. Walk-ons are assessed an additional service fee of \$3.00 and can pay the assigned Coach Operator with cash or check prior to boarding. Walk-on attendees may not receive certain "free play incentive(s)" or "casino bonus(es)".
- All free play incentives and casino bonuses are offered exclusively by the casino, and subject to change without notice.
- For casino entry in the United States, individuals are required to be at least **twenty-one (21) years of age**, and have a valid government-issued photo identification; whereas, casino entry in Canada, requires individuals to be at least **nineteen (19) years of age** with valid photo identification and a passport.
- ROLLER COACH & TOURS, Inc. is not responsible for changes in casino tour dates, which are subject to change without notice.

GENERAL DISCLAIMER OF LIABILITY, RULES, TERMS & CONDITIONS

- ROLLER COACH & TOURS, Inc., acting as mere travel agents, organizes and coordinates a variety of tours and sightseeing adventures for your pleasure and enjoyment. We do not own or operate any of the hotels, restaurants, casinos, shopping centers, theatres, or other third party establishments involved as part of the tour or sightseeing adventure. Therefore, ROLLER COACH & TOURS, Inc. assumes no responsibility for delays, losses, or accidents for damage to persons or property caused by any person, firm, corporation, or other legal entity providing their service(s): such as dining arrangements, lodging accommodations, third-party transportation reservations (including but not limited to short-distance transfers or other sightseeing adventures), or any other third-party service(s) rendered as part of the tour or sightseeing adventure.
- All casino line runs, tours, and sightseeing adventures are coordinated and operated by ROLLER COACH & TOURS, Inc. and are fully certified and bonded by the Interstate Commerce Commission.
- Alcohol consumption by a minor, an individual under twenty-one (21) years of age, is illegal and therefore strictly prohibited on board the Company's motor coaches; attendees are welcome to bring and consume alcoholic beverages responsibly. Should an attendee become overly intoxicated and exhibit disruptive behavior, attendee may be removed from the motor coach and tour altogether without a refund. We encourage all attendees who choose to consume alcoholic beverages to do so responsibly.
- Possession or use of drugs, any illegal controlled substance, are a violation of various federal and state laws and therefore are strictly prohibited on board all motor coaches operated by ROLLER COACH & TOURS, Inc.
- Motor coaches operated by ROLLER COACH & TOURS, Inc. are designated "NON-SMOKING" and "NON-VAPING" which prohibits use of electronic simulated smoking devices, such as e-cigarettes and smokeless cigarettes, without exception. Attendees are strongly encouraged to use designated rest stops as an opportunity to smoke while off the motor coach. For tours or sightseeing adventures with overnight lodging accommodations, smoking rooms can be requested, but are not guaranteed. All lodging accommodations are "NON-SMOKING" unless otherwise requested.
- ROLLER COACH & TOURS, Inc. reserves the right to cancel or alter any tour or sightseeing adventure, its' advertised schedule, or designated route; should the Company cancel a tour or sightseeing adventure, ROLLER COACH & TOURS, Inc. will fully refund all monies collected, within **FIVE (5) BUSINESS DAYS**, in the same payment method received by the Company without any further obligation; the Company will make every reasonable effort to notify all registered attendees, via USPS postal mail, telephone, or through e-mail communication, with regard to any changes or alterations of the scheduled tour or trip. From time to time, special pick-up and/or drop off locations can be arranged for a group of **twenty (20) or more**, depending on the established route and its' schedule; this service is restricted and may involve an additional travel fee. Please be assured, we do our absolute best to be as accommodating as possible, so do not hesitate to ask or make any special requests at the time of reservation.
- For the safety of all attendees traveling, ROLLER COACH & TOURS, Inc. does not permit animals on board, unless they are properly trained and certified service animals that allow an attendee with a disability to perform necessary activities. Service animals must be properly harnessed with proper credentials and under the direct control of attendee at all times.
- ROLLER COACH & TOURS, Inc. makes every effort to provide on-time service; it does not and cannot guarantee departure or arrival times, which may be delayed by any number of factors, including weather, traffic, road conditions, mechanical problems, or any other cause(s) or condition(s) beyond the Company's immediate control. **Attendees are required to be present at their designated departure location(s) at least twenty (20) minutes prior to the scheduled departure time.** This allows our Coach Operator to board all attendees in a timely manner avoiding any delays that may impact a timely departure. Due to the fact that ROLLER COACH & TOURS, Inc. may pick up at multiple locations, some departure times may be very early. **Failure to arrive on time may lead to a forfeiture of your ticket, with no right to a refund or credit.**
- ROLLER COACH & TOURS, Inc. is most appreciative to the local businesses that graciously allow us to setup arrival and departure locations on their premises. Be advised, **parking is at your "own risk" and not that of ROLLER COACH & TOURS, Inc. or the business(es) allowing us to use their property.** Should you decide to leave a vehicle at the designated departure location, it is absolutely imperative that you park away from their business establishments, for actual customer parking purposes.
- ROLLER COACH & TOURS, Inc. assumes no liability or responsibility for injury, loss or damage to person(s) or property, inconveniences, delays, or unexpected expense(s) arising from or caused by inclement weather conditions, acts of God, labor strikes, war, traffic accidents, government restrictions or regulations, pandemics, mechanical problem, or any other condition beyond the Company's immediate control.

- Attendees are strongly encouraged to remain seated at all times and limit their movement while the coach is in motion, for their safety. Walking on the coach or standing can be extremely hazardous due to sudden stops, unexpected braking, or uneven road surfaces which can cause attendees to fall and injure themselves or even others around them. Trips to the on-board restroom facility should be timed in a manner as to limit the possibility of falling or loss of balance.
- Most tours and sightseeing adventures take place on our deluxe motor coaches, which come nicely equipped with reclining seats, arm rests, foot rests, individual climate controls, DVD entertainment systems, color TV monitors, a public address (PA) system, large luggage bays with overhead storage compartments, individual reading lamps, complimentary Wi-Fi, and on-board restroom facilities. Any movie selection made is at the sole discretion of ROLLER COACH & TOURS, Inc., if applicable. DVD entertainment systems are featured with all of our motor coaches, however, due to the coach's movement, this amenity may not function properly.
- ROLLER COACH & TOURS, Inc. reserves the right to substitute a replacement motor coach of equal or greater capacity in the event of a dual booking or mechanical failure, or any situation beyond the Company's immediate control which may or may not feature premium amenities traditionally available with our deluxe motor coaches; ROLLER COACH & TOURS, Inc. also reserves the right to subcontract a reputable affiliate transportation provider in order to render transportation services as part of the scheduled tour or sightseeing adventures, in the event of a dual booking, mechanical failure, or situation(s) beyond the Company's immediate control.
- Motor coaches operated by ROLLER COACH & TOURS, Inc. may be equipped with video and audio recording equipment. Review of video and audio recordings may be viewed at any time for any reason by the Company's Management Team. Such recordings will also be made available to law enforcement, or other government officials, upon request. Your acceptance of these Terms and Conditions, or by boarding one of our motor coaches, shall constitute consent to any such recordings, and their use. However, any video and/or audio recording by any attendee on-board our coach is strictly prohibited, as this can cause unnecessary distractions to our Coach Operator and impair their ability to safely operate the motor coach.
- ROLLER COACH & TOURS, Inc. reserves the right, without refund of any portion of the tour's purchase price to refuse admission or eject any attendee whose conduct is deemed intoxicated, under the influence of a controlled substance, violent, disorderly, vulgar, offensive, uses abusive language or fails to comply with the Company's Coach Tour Policies & Terms of Service contained herein, which are applicable to all attendees on the tour or sightseeing adventure. Should disorderly conduct or any violation of the Company's Coach Tour Policies & Terms of Service is witnessed by any attendee, we strongly urge and request that our Tour Guide or Coach Operator be notified immediately. While ROLLER COACH & TOURS, Inc. does not discriminate against any attendee, circumstances may arise in which the assigned Tour Guide or Coach Operator may remove or decline to transport an attendee for any of the following reasons:
 - Failure to comply with "Non-Smoking" and "Non-Vaping" regulations;
 - Non-compliance with government regulation(s);
 - Refusal to produce acceptable form of government issued photo ID upon request;
 - Failure to comply with or interfere with the duties of the assigned Tour Guide or Coach Operator, including the failure to follow instructions
 - Engages in any action or behavior which could potentially jeopardize other attendees and their safety
 - Fails to maintain decent personal hygiene, is barefoot, or wears clothing that fails to conceal "private" areas
 - Known to have a communicable disease or infection which has been determined by the US Surgeon General, the Centers for Disease Control, or other federal public health authority, to be transmissible to or pose a direct threat to the health or safety of other attendees
 - Pose a significant health or safety risk to themselves or other attendees traveling aboard
 - Any attendees who wear or have on or about their person, or baggage, concealed or unconcealed deadly or dangerous weapons
 - Failure of an attendee traveling across an international border possessing valid documentation required by the laws of the country they will be traveling to; ROLLER COACH & TOURS, Inc. is not responsible for any failure or inability of an attendee to comply with government laws, regulations, orders, demands, and requirements
- Attendees must be eighteen (18) years of age or older to secure reservations with ROLLER COACH & TOURS, Inc. All attendees under sixteen (16) years of age, must be accompanied by an adult, a person at least eighteen (18) years of age or older at all times for the duration of the tour or sightseeing adventure; be advised, some tours and sightseeing adventures may have strict age restrictions.

By purchasing a tour or sightseeing package, the attendee affirms: (1) I am at least eighteen (18) years of age, (2) that any attendee under sixteen (16) years of age will be accompanied by a responsible individual at least eighteen (18) years of age or older, and (3) I give consent to ROLLER COACH & TOURS, Inc. to use my voice, image, or likeness during any video, audio-recording, or photograph taken during the tour or sightseeing adventure for any purpose(s) without compensation to me.

- ROLLER COACH & TOURS, Inc. reserves the right, but is not obligated, to verify the age of any attendee and deny access to anyone under sixteen (16) years of age who is not accompanied by a responsible individual at least eighteen (18) years of age or older.