



**Ascendant Marketing & Media, LLC**  
 20434 South Santa Fe Ave.  
 Long Beach, CA 90810  
 Phone 310-499-9581 Fax 310-499-9581

# Order Form

DATE \_\_\_\_\_

**PRIMARY REGISTRANT:**

[Name] \_\_\_\_\_ [ Email] \_\_\_\_\_  
 [Gender] \_\_\_\_\_ [Phone] \_\_\_\_\_  
 [Street Address] \_\_\_\_\_ [Date of Birth] \_\_\_\_\_  
 [City, ST ZIP Code] \_\_\_\_\_ [Citizenship] \_\_\_\_\_

**Kandy Kruse September 12-15, 2008**

The Kandy Kruse aboard the Carnival Paradise from Long Beach to Mexico.

Stateroom Category	Stateroom Price	Mandatory Fees	TOTAL
_____ (info available at www.kandykruse.com)	_____ (info available at www.kandykruse.com)	_____ (based on occupancy) \$379.00 / quad \$285.00 / triple \$189.50 / double	_____

**Billing Information: VIP HOST CODE: \_\_\_\_\_ (Required)**

**NAME AS IT APPEARS ON CARD: \_\_\_\_\_**

**CARD TYPE** \_\_\_\_\_ VISA \_\_\_\_\_ MC \_\_\_\_\_ AMEX

**CARD:** \_\_\_\_\_ **EXP.** \_\_\_\_\_

**CVV CODE**

( CVV is Visa/MC is a 3 digit # on back – AMEX is a 4 digit # on the front of the card)

**BILLING ADDRESS** \_\_\_\_\_

**SIGNATURE OF CARDHOLDER:** \_\_\_\_\_ - By Signing this form, I Authorize Ascendant Marketing & Media, LLC to charge my credit card for the amounts listed above, I understand and agree to the Terms & Conditions as listed on the reverse side which includes all refund policies.

**Stateroom Guest (roommate) Information**

**GUEST:**  
 [Name] \_\_\_\_\_ [Email] \_\_\_\_\_  
 [Gender] \_\_\_\_\_ [Phone] \_\_\_\_\_  
 [Street Address] \_\_\_\_\_ [Date of Birth] \_\_\_\_\_  
 [City, ST ZIP Code] \_\_\_\_\_ [Citizenship] \_\_\_\_\_

**If you have more than one roommate please submit the above information for EACH person. You MUST also fax or email a signed copy of attached terms & conditions (pg. 2) for each guest.**

## **Ascendant Event Contract Terms & Conditions**

Please read all the information on this page carefully as the terms and conditions described herein constitute an agreement between You and those who provide the service. If you decide to travel and/or participate in the event by making a reservation and/or acceptance of tickets shall be deemed to be consent and acceptance to the terms and conditions in this Contract as outlined below:

Ascendant Marketing & Media, LLC., 20434 S. Santa Fe Avenue, Long Beach, CA, 90810 ("Ascendant" and/or the "Tour Operator"), acts solely as an agent for the guest, the Event Venue, (the cruise line, resort, hotel, or subcontracted tour company) or any other cruise line, resort, or contracted provider hired, chartered, or subcontracted by Tour Operator, has no responsibility whatsoever in whole or part for any occurrences including but not limited to any delay, loss, accidents, personal injury, sickness, medical expenses, or property damage occasioned by fault or negligence of any person, employee or company entrusted with the performance of such service from whatever cause. The Tour Operator, owners of the Tour Operator, venue, cruise lines or resort or the owners of the vessels or resorts, have no responsibility whatsoever for any expense or inconvenience caused by late arrivals and departures of trains, ships, airplanes, buses, autos or any changes of schedule beyond its control. The Tour Operator, cruise lines or resorts, venues or the owners of the vessels or resorts have no responsibility for the loss of, or damage to your luggage, money, jewelry, valuables or any other belongings whatsoever and howsoever caused. All services, including but not limited to hotel accommodations, restaurants, shore excursions, water sports equipment, ground transportation and cruise transportation, are provided by contractors that are independent from, and that do not act for or on behalf of or as agents of or as joint ventures with the air carrier, tour operator, cruise lines or hotels, or owners of the vessels or resorts. If, in the event of strikes, labor disputes, fires, riots, wars, rebellions, weather, acts of God or other circumstances beyond the control of the Tour Operator which causes cancellation of the proposed trip or tour, Tour Operator will refund the tour participant the amount paid to the Tour Operator less any fees or deductions imposed by the carriers, resorts, contractors of Tour Operator and less 15% service charge. In the unlikely event that any part of the services become unavailable prior to departure or during the course of the event, because of loss or damage to the venue, vessel or need to repair the vessel or resort, or any other cause beyond the reasonable control of Tour Operator, or any cruise line or resort chartered or booked by Tour Operator, the vessel or resort is unavailable, the Tour Operator shall have the right to replace the venue, vessel or resort with a reasonably similar venue, vessel or resort or modify, replace and/or the Tour Operator has the right to cancel the travel event and refund the tour participant the amount paid to the Tour Operator less any fees or deductions imposed by the carriers, resorts, contractors of Tour Operator and less 15% service charge. Such refund shall be the Tour Operator's, venue's, cruise line's, resort's and owner's of the vessels or resorts sole measure of damages. The right is reserved by the Tour Operator to make any changes, including itineraries and schedules that might become necessary with or without notice. The Tour Operator reserves the right to accept or decline any person as a member of the tour at any time. Participants who jeopardize the welfare of themselves or others will be removed from the trip or event at their own expense. The sole and exclusive responsibility of the air carriers and cruise lines or resorts shall be in accordance with and as limited by the contract of carriage set forth in the guest's ticket, baggage check and tariffs issued by the carrier/cruise line/resort this guest contract will be included with your tour documents and may be requested in advance by writing to the Tour Operator, resorts, contractors or the cruise lines. The guest ticket, when used, shall constitute a sole contract between the airlines/cruise line/resort/venue and the purchaser of these tickets and /or guest. These carriers and other carriers are not responsible for any act, omission or event during the time the guests are not on board their planes or conveyances. Although great care is taken by Tour Operator in choosing suppliers, we are unable to directly control them and therefore cannot be responsible or liable for their acts or omissions. The travel and event services contemplated herein are subject to the conditions imposed by these suppliers and their liability may be limited by their tariffs, conditions of carriage and international conventions and agreements. Any claim or dispute by the guest with Tour Operator, Ascendant, arising out of or relating to this contract or services pursuant to this contract shall be settled by binding arbitration in accordance with the rules then in effect adopted by the American Arbitration Association, which arbitration shall take place in the State of California. A request for arbitration must be filed within six months from the guests scheduled departure date.

**VIDEO / PHOTOGRAPHIC RELEASE** – You and/or the guest understand that the Tour Operator will be documenting the event and therefore You and/guest agree to participate in any promotional, publicity, or merchandising pictures, videos, and or sound recordings of You and/or the guests during this event. You and/or the guest hereby agree that Tour Operator may use the security photo of the guest, if taken, for in-house record keeping. As valuable consideration for accepting Your and/or guests reservation and allowing You and/or guest to participate in the cruise, event and/or tour, You and/or guest hereby authorizes the Tour Operator to reproduce, sell, copyright, broadcast and /or distribute of any photographs, video, sound recordings, and/or likeness taken of you participating without limitations. The guest further agrees and releases Ascendant, the Tour Operator, their representatives and agents from any liability, loss, expense or claims arising from distribution, broadcast, sale or use of his or her likeness or voice. You, and/or the guest certify that he/she is over 21 years of age or has written permission from their legal guardian. If a guest desires not to be included in any promotional videos and pictures, there will be an opportunity during the travel event to approach the Tour Operator to sign a request form to not appear in any promotional material. The Tour Operator will then attempt to exclude those guests who have signed such a request during the event, but no guarantees can be made Tour Operator that the guest will not be included in promotional materials.

**PAYMENT SCHEDULE** – Per person in U.S. dollars (single occupancy 100% surcharge unless otherwise noted)

**CANCELLATION POLICY** – Per person in U.S. dollars.

**I understand that the following fees will be charged to my credit card if I cancel my reservation during the following timeframes. 120-91 days prior:** 30% of total package price will be charged for cancellation, 70% will be refunded minus any other fees. **90-61 days prior:** 50% of total package price will be charged for cancellation, 50% will be refunded minus any other fees. **60 days or less prior:** 100% of total package price will be charged for cancellation, 0% will be refunded.

**PAYMENT/CANCELLATION/LATE FEE/NAME CHANGE POLICY** – Ascendant, the Tour Operator, reserves the right to cancel any reservation for non-compliance with this payment schedule and the cancellation fee will be charged according to this cancellation policy. A late fee of \$50 will be assessed for bookings or changes to bookings made within sixty days prior to departure date. **NAME CHANGE FEE** – A name change fee of \$150 will be charged for each name changed. Name changes may not be allowed within 60 days of the scheduled departure.

**FUEL OR PORT TAX SURCHARGE** – Ascendant, the Tour Operator reserves the right to charge a fuel surcharge, port tax or gratuity increase should such a surcharge become necessary. A guest does have the option to cancel without penalty if the surcharge increase surpasses \$200.00 per person.

**AUTHORIZATION** – By clicking the "I Agree" check box I am indicating that I have read, understand and agree to the terms, liability, responsibility, payment schedules, deposit policy, cancellation policy, late fee, surcharge increase, and video tape/photographic release as written above. I am aware that travel insurance may be available for me to purchase. I hereby authorize Ascendant to access totals of passenger folio accounts if applicable. I hereby certify that I will not bring any illegal drugs aboard ship nor to any Ascendant event and accept full responsibility and further agree to indemnify Ascendant Marketing & Media, LLC. for any fines, damages or charges brought against me concerning illegal drugs. This contract is enforceable by the laws of the State of California. This reservation request form becomes a contract upon receipt by Ascendant with the initial deposit. If the guest agreeing to these terms and conditions fails to meet the outlined deposit/payment schedule, Ascendant reserves the right to cancel this reservation and assess the cancellation fee as outlined above. I understand that cruise itineraries, ships, resorts and schedules are subject to change with or without notice. The guest is responsible for arriving at the point of departure, with all required documentation, at the time set forth in the tour documents.

**The guest has sole responsibility for determining his or her immigration requirements and obtaining appropriate documentation, including but not limited to visas, passports, etc. Boarding will be denied for failure to possess the appropriate immigration documentation.** The Tour Operator, their agents, cruise lines or resorts or the owner of the vessels or resorts shall have no obligation to refund any amount paid by the guest in the event the guest misses the departure of the vessel or other means of transfer, as a result of the guest's failure to be at the point of departure as instructed.

I have read and agree to the above terms and conditions and authorize Ascendant Marketing & Media, LLC to charge deposits and payments to my credit card listed above in accordance with the payment schedule.

X \_\_\_\_\_ Date: \_\_\_\_\_ (Signature)