

**PASSENGER TERMS AND CONDITIONS**  
**2010 Western Caribbean “A Prairie Home Companion” Cruise**

Please read and understand all of the following conditions before purchasing a berth on the “A Prairie Home Companion” with Garrison Keillor 2010 Cruise on the Holland America Lines ms Ryndam, March 14-21, 2010 (the "Cruise"). These terms and conditions apply to all passengers on board with us, and are an integral part of our agreement with you for passage on the Cruise.

You will receive a cruise contract from Holland America Lines as part of their online check-in system. This contract is an equally integral part of our agreement with you for passage on the Cruise.

All passengers must indicate their agreement with these terms and conditions before sailing with us. The purchaser responsible for each booking party must sign and return this document to Executive Meetings and Incentives, Inc. (“EMI”) in order to receive your party’s booking number. The booking number allows you to check-in and book shore excursions for your cruise.

**We strongly recommend that you purchase independent travel insurance.  
Please note that all passengers will need passports.**

**The Participants**

American Public Media Group (APMG; “we,” “us,” “our(s)”) has contracted with Holland America Line N.V. (“HAL”) to operate one of their scheduled cruises on our behalf for the Cruise. Prairie Home Productions, LLC (“PHP”) is an independent company licensed by APMG to produce “A Prairie Home Companion” broadcasts and associated events, including this cruise.

HAL is completely responsible for the operation of the vessel and the care and welfare of, and providing of service to, the passengers. HAL will provide and care for all accommodations, food and beverage services, and operation of the support activities and facilities on board ship. HAL will plan and operate, in consultation with PHP, regularly scheduled cruise entertainment and services. HAL, through their online check-in system, will provide you with a separate document detailing the terms and conditions of travel on their vessel. This will include policies regarding payments, reservation changes, fares, taxes, and gratuities, guests with disabilities, medical and infant care, general health policy, immigration and immunization, baggage, and their responsibilities. HAL will act as agent for all on-shore excursions, however all such excursions are the responsibility of independent operators separate from HAL and APMG.

APMG has contracted with Executive Meetings and Incentives, Inc. ("EMI") to act as our agent to our passengers on this Cruise. EMI will, on your behalf, book passage on the vessel. EMI will book air travel, ground transportation and hotel accommodations in Tampa at your request. EMI will, with PHP, coordinate and manage all APHC programming on board. EMI will act on the passengers’ behalf in ensuring that your

time with us goes smoothly and efficiently and that any problems are immediately addressed.

APMG is chartering the vessel and is fiscally responsible for the Cruise. PHP will produce the Cruise entertainment, including hiring performers and lecturers, and programming the APHC performances and events that will be available to you.

### **Payment Schedule**

Upon registration a per-person deposit of \$850 will be collected. Within one week of making your reservation, you may cancel with no obligation and we will refund your entire deposit. After one week, your deposit will be non-refundable.

Full cruise fares will be collected on January 14, 2010 and will be non-refundable. A change fee of \$50 will be imposed for changes made to your confirmed reservation. Fares are "cruise only" and do not include air transportation, ground travel, on-shore hotel accommodations, or port excursions.

### **Cruise Fare**

Fares are per-person based on double occupancy.

Single occupants will be charged 160% of the per-person double occupancy rate.

Third and fourth adult passengers in the same cabin will be charged 50% of the per-person rate double occupancy rate.

Third and fourth passengers who are age 12 or younger in the same cabin will be charged \$500 regardless of cabin rate.

Infants age 6 months to 2 years, at time of sailing, will travel free.

Infants 6 months or younger at the time of sailing are not permitted to cruise.

Pregnant mothers in their 24<sup>th</sup> week of pregnancy or later, at any time during the voyage, are not permitted to cruise.

Passengers under 21 years of age must be accompanied by a parent or guardian 25 years or older. All cabins must be occupied by at least one adult.

Minors must carry proof of citizenship such as a birth certificate or passport.

On-board cabin accommodations, including housekeeping and hotel services, are included. All cabins include private bath, complete linens, basic toiletries, and radio/TV.

Cabins are equipped with telephones, significant charges apply for calls to shore.

Internet service is available on-board, on a fee-for-time basis.

All on-board performances are included, as are all APHC lectures, workshops, and events.

Ship-board activities such as pools, sports and exercise facilities, classes, demonstrations, Club HAL for children, and other events are included.

Spa services, casino, art auction, and select additional events are available for purchase through ship-board accounts.

Ship-board meals, snacks, and 24-hour room service are included.

Meals in the "Pinnacle Grill" require additional charge.

Basic beverages such as coffee, tea, milk and juices are included.

Bar and specialty beverages are available for purchase. An automatic 15% service charge is added to all bar and beverage purchases.

Your fare includes an \$11 per person, per day gratuity to be shared among HAL staff, this may be adjusted if you wish at check-out.

Your cruise fare includes all Taxes currently levied for this cruise. This refers to certain taxes, fees and charges imposed by governmental or quasi-governmental authorities, including port authorities, relating to any aspect of your cruise or tour. If governmental action results in any element of the Taxes exceeding the figures used to set our fares, we reserve the right to pass through the extra amount. Similarly, we reserve the right to impose or pass through fuel surcharges, security surcharges or similar incidental surcharges. No right of cancellation exists under either of these circumstances.

All additional purchases made while on the ship will be charged to passengers' on-board accounts. Accounts must be settled before disembarkation. All charges while on board will occur in US Dollars.

### **Liability**

We strongly encourage the purchase of an independent travel insurance policy. In many cases this will be your only source of compensation for changes in your travel plans.

We will not be responsible for delays, changes, or cancellations in the Cruise due to extreme weather, acts of war, acts of terror or the threat thereof, governmental declaration of pandemic, or other events out of our control, including, but not limited to, the unavailability or inoperability of the scheduled vessel because of mechanical or maintenance reasons. In case of such event we may, in our sole discretion, refund your Cruise fare in part or in entirety. We will not reimburse or compensate you for any other travel expenses.

If one or more of the scheduled performers cannot appear on the Cruise due to events not under our control, we will make our best efforts to replace them. In an extreme case this may include Garrison Keillor. If at the outset of the Cruise Mr. Keillor cannot appear, we will offer a refund of twenty percent (20%) of the Cruise rates to our passengers. No other refunds will be offered. In all cases the ship will sail as scheduled and we will be unable to offer an alternate date.

We reserve the right to refuse passage on the Cruise to any person or persons. This refusal will not be based on race, religion, sexual orientation, or other protected class. Any person(s) refused passage will be given a full refund of their Cruise fare only.

We reserve the right to refuse continued passage to passengers once the Cruise has begun. Circumstances may also occur that require passengers to leave the Cruise once it has begun. In these cases we will make no refunds nor will we provide or pay for costs and travel arrangements once the passenger(s) have disembarked.

HAL is responsible for your passage on board and your transfer to/from the shore. Once on shore you are entirely responsible for your travel. All passengers who purchase shore excursions are bound by the terms of the independent company providing such services.

Except in the case of our willful misconduct, and without restricting any other provisions herein that limit liability, APMG, PHP and Garrison Keillor have no liability to you whatsoever for any injury, personal property or other loss which occurs on or in any way in connection with the Cruise.

### **Passenger Rights and Responsibilities**

The individual signing this document is responsible for informing all members of his/her party of all terms and conditions. You agree to accurately and properly represent the passengers in your party when booking your Cruise, especially in regard to age and special needs anyone in your party may have (e.g. dietary needs or physical accommodations).

You agree to remit the deposit, final payment, and payments for expenses incurred during the Cruise in a timely manner according to the schedules provided to you.

You agree that all members of your party will act within normal socially acceptable boundaries in regards to general behavior, decorum, personal presentation, and social interaction. We cannot tolerate any action or behavior that is unsafe, illegal, or injurious to the well-being of you, your fellow passengers, our performers, or our staffs and crew. We also cannot allow actions or behavior that would impact negatively on other passengers experiencing an enjoyable and entertaining time on board.

You agree to allow use of your name and contact information for our internal use only and for us to inform you of additional opportunities to join us. We will not sell or distribute your name or information to any outside party, other than to HAL and our agents and representatives for purposes of operating this cruise.

Our guest roster will not be made available to the public or to our passengers. We will not provide cabin numbers or other personal information to your fellow passengers.

### **Contagious or Communicable Illness**

We make no representations or warranties with respect to the absence of contagions on ship and in the unlikely event of an outbreak of any illness or disease, no refund will be made.

Contagious or communicable illness is taken seriously on board ship. Influenza protocols and other medical practices and policies are strictly enforced by HAL. All passengers must complete a public health questionnaire before boarding. Guests who are obviously ill from a contagious infectious disease will not be permitted to embark the ship. Guests who exhibit signs of contagious infectious disease may be isolated in their cabins. Passengers violating medical rules will be put off the ship.

All passengers are asked to exhibit best hygiene practices at all times. This includes frequent and thorough hand-washing; making regular use of hand sanitizers made available at all meals and when embarking the ship; and containing coughs and sneezes properly.

### **Embarkation**

All passengers are entirely responsible to arrive in a timely fashion to board the ship. Ship departure will not be delayed. Travel or other costs to join the ship en route are the responsibility of the passenger.

All passengers are entirely responsible for completing on-line check in procedures fully and accurately, and for obtaining and maintaining possession of all necessary travel documents.

U.S. passports will be required for all U.S. passengers. All passengers must provide proof of citizenship prior to sailing. A birth certificate or driver's license will not be sufficient. All travel documents such as passports, visas, proof of citizenship, etc. that are required for embarkation, debarkation at various ports of call and re-entry into the United States are the responsibility of the passenger. Please check with your travel agent, government agencies, embassies or consulates to determine documentary requirements. Passengers will not be allowed to board the vessel at time of initial embarkation without a valid passport. No refund of cruise fare will be given to any passenger failing to present the proper identification.

### **Disembarkation**

All passengers must settle ship-board accounts before disembarkation.

Passengers disembark on a schedule arranged to accommodate travel plans and provide an efficient departure process. Please follow this schedule.

Passengers are permitted to disembark before returning to Tampa only under certain specific conditions. You must alert us prior to the cruise. You must formally confirm your intentions with EMI and HAL well before disembarking. Once your party disembarks, you will not be allowed re-entry to the vessel. All laws relevant to international travel and immigration apply. All passengers must pay full fare, regardless of when they disembark.

### **Photographs and Recording**

It is expressly forbidden to video and/or audio tape any performances or events on the Cruise.

You agree that we may obtain photographs, audio recordings or video recordings of you during the Cruise. You agree that these photographs and recordings, as well your name and any other likeness, may be used by us or PHP for promotional, commercial or archival purposes, during or subsequent to the Cruise, for no additional consideration and without any additional approvals.

**Smoking**

Out of respect for our performers and your fellow guests, smoking on this cruise will only be permitted in your cabin and within designated public spaces located on outside decks. This policy will be strictly enforced.

**Please return this document to EMI no later than January 10, 2010.**

**By signing below you indicate that you have read, understood, and agree to all of these terms and conditions. As the purchaser responsible for your booking party, you attest that all members of your party are familiar with and agree to these terms and conditions. This document must be physically signed and returned to EMI by mail, fax, or email.**

**You agree to be bound by these terms and conditions. You agree to be bound by HAL's terms and conditions of travel, including those contained in the HAL cruise contract. You agree to be bound by all HAL policies, procedures and rules that are applied to all regular cruise passengers. All HAL terms and conditions are incorporated herein by reference.**

**Understood and agreed,**

\_\_\_\_\_  
Print name  
(person responsible for payment)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Use this information to return your signed document:

by email: **[APHCCruise@emini.com](mailto:APHCCruise@emini.com)**

by fax: **908-864-5801**

by mail: **EMI**

**685 Route 202/206**

**2nd Floor**

**Bridgewater, NJ 08807**

**Attn: APHC Cruise**