



PROGRAM GROUP BOOKING CONTRACT

After thoroughly reviewing the attached Terms and Conditions, complete this Booking Contract and pre-deposit payment by **November 1, 2024**. You may do this by completing our digital form and online payment [at this link](#) OR by sending this completed document via email to programs@spannocchia.org or fax to 0039 0577 752624, and then making your pre-deposit payment online ([link](#)) or by sending a check to our Portland, ME, USA office.

You (the “Program Coordinator”) accept these Terms and Conditions by signing this Contract below or completing the Digital Acceptance [at this link](#). If anything in these Terms and Conditions is or becomes invalid or unenforceable, it will still be enforced by the fullest extent permitted by law, and the remainder of this Booking Contract shall remain binding.

PLEASE NOTE: Your reservation will not be confirmed until we receive both the completed Booking Contract and the Pre-Deposit.

Program Group Information:

| | | | |
|------------------------------------|--|------------------------------|--|
| Program Name: | | | |
| Arrival Date: | | | |
| Departure Date: | | | |
| Number of Nights: | | Estimated Group Size: | |
| Anticipated Accommodations: | | | |

Coordinator Information:

| | | | |
|----------------------------------|--|----------------------|--|
| Program Coordinator Name: | | | |
| Street Address: | | | |
| City/State/Zip/Country: | | | |
| Email Address: | | Phone Number: | |

Program Pre-Deposit Due by November 1, 2024 (USD): \$500 PER WEEK

The pre-deposit will be credited toward your final program balance. Because your pre-deposit reserves space for your group, it is non-refundable in the case you decide to cancel.



REMAINING PAYMENT SCHEDULE AND FEES:

Deposit: Due 20 weeks before program start date. The deposit amount will be 35USD per night per room we are holding for your group, plus 20% of any farmhouse rental (the “Deposit”). For example, if we are holding 8 rooms for your group for 7 nights, your Deposit will be \$1960 (\$35 x 8 x 7). You are *not* required to use all of these rooms if your group size decreases before the final balance payment. The full Deposit amount paid will be deducted from your final USD balance with no penalization for fluctuations in room count.

Final Room/Participant Count: Due 10 weeks before program start date. We will send a reminder around 12 weeks in advance and will base your final invoice on these numbers.

Final Balance: Due 8 weeks before the start date of your program. Your final invoice will itemize all program fees and additional charges, including reserved classes/tours, less the total of the deposits paid and any program coordinator discount, if applicable. Friends of Spannocchia membership is charged on this invoice as well. It is important that we have prompt payment so each of our entities can be paid promptly for their services; please plan to confirm your participant list according to this schedule. Full payment of the final invoice is due no later than 8 weeks before the program start date. ***Any outstanding payments that have not been received by 6 weeks before the program start date are subject to a late payment fee of 5% of the payment due.***

Deposit & Final Balance Payment Methods: *We strongly recommend paying securely online to avoid sending checks through the mail.*

- **Online Payment:** We offer **no-fee payment by bank transfer** through our secure payment processor, Stripe, [via this link](#). Alternatively, you are welcome to use the same payment link to pay by credit card, but *we do require you to add an extra 3% credit card processing fee for payments above \$1000*. If you have any questions about making an online payment, please email our US Executive Director, Sarah Allenby, at sarah@spannocchia.org.
- **Check:** Make checks payable to **Friends of Spannocchia**, and mail to our Maine office: *Friends of Spannocchia, PO Box 10531, Portland, ME 04104.*



PROGRAM GROUP TERMS AND CONDITIONS

CONTRACT

This Booking Contract represents the entire agreement between the parties and replaces all prior understandings (oral or written) covering the subject matter and can be changed only in writing signed by both parties. No firm booking can be made until both the signed Booking Contract and the pre-deposit payment has been received by Spannocchia.

PAYMENTS & RESERVATIONS

Beyond the pre-deposit paid as part of the Booking Contract, the Program Coordinator shall pay the Deposit based on estimated accommodation needs no later than 20 weeks before the Program arrival date. The final balance payment, based on the number of participants currently reserved, must be paid no later than 8 weeks before the start date of the Program. If, at that time, not all of the rooms being held for the Program are filled, Associazione Castello di Spannocchia reserves the right to release unneeded rooms for other guest reservations. Should additional participants want to sign up within the 8 weeks prior to the start date of the Program, they will be accepted at the discretion of Associazione Castello di Spannocchia and Friends of Spannocchia, according to accommodation availability, and payment will be required immediately.

CANCELLATION

Properties offered by Castello di Spannocchia must be booked far in advance and are not easily re-rented if there are last-minute cancellations. All cancellations must be in writing and become effective on the date of receipt by Associazione Castello di Spannocchia ("Notice"). Cancellation charges will be levied as follows: (i) on the receipt of the cancellation letter 20 weeks or more prior to the Program start date, the charge will be equal to the pre-deposit, (ii) on receipt of the cancellation letter between 19 weeks and 10 weeks prior to the Program start date, the charge will be 1/2 of the Deposit payment, (iii) on receipt of the cancellation letter between 10 weeks and 6 weeks prior to the Program start date, the charges will be equal to the full Deposit paid, (iv) on the receipt of the cancellation letter fewer than 6 weeks prior to the starting date, the charge will be the Deposit payment plus the full balance due for the accommodation (based on full occupancy of the accommodations as reserved by the Deposit).



In the event that the Program Coordinator's rooming needs are reduced to the extent that the final invoice amount is less than the Deposit amount, the Program Coordinator may be refunded the difference between the final invoice and the Deposit if and only if the Program Coordinator provides written Notice of the change to the Programs Director of Associazione Castello di Spannocchia 10 weeks or more prior to the Program start date.

Written Notice of cancellation or reduction of rooming needs shall be sent via email to programs@spannocchia.org or fax to 0039 0577 752624.

MEMBERSHIP

Membership in the Friends of Spannocchia nonprofit is a prerequisite for any group stay. All participants and program coordinators will be charged the individual membership fee (\$60/person) unless they are already current members of Friends of Spannocchia at the time of the program. Participants who share the same household (e.g., family members who live together, not adult relatives living in separate households) can be charged the family membership rate of \$100/family. Please let us know of any household/family memberships within your group.

CLIENT RESPONSIBILITY

The Program Coordinator is responsible for ensuring the property is left in a reasonable state of cleanliness and in the same condition of repair as upon arrival. Any excessive cleaning, loss, or damage to the property, or debts or charges incurred, will be itemized and charged to the Program Coordinator. The Program Coordinator is also responsible for the behavior of all participants in their group, and on-site staff reserves the right to call on the Program Coordinator to deal with any participant misconduct or other issues at any time throughout the duration of the Program. Therefore, since the Program Coordinator is responsible for their participants while on the Tenuta di Spannocchia property, it is in the best interest of the Program Coordinator to have participants sign a release form. **The Associazione Castello di Spannocchia, Friends of Spannocchia, and the Società Agricola Tenuta di Spannocchia srl are not liable for any injury or loss, including death, of program participants or Program Coordinators.**

LIMITATION OF LIABILITY

Under this Booking Contract, the Associazione Castello di Spannocchia, Friends of Spannocchia, and the Società Agricola Tenuta di Spannocchia srl will not be liable to the Program Coordinator for any indirect, special, punitive, incidental, or consequential



damages or losses, including loss of or damage to goodwill or reputation, loss of claim or any special, indirect, or consequential losses and/or damages, whether such damages are (alleged as) a result of a breach of contract, tort or otherwise, even if advised in advance of the possibility of such damages or losses (“Damages”). All such Damages are expressly waived and disclaimed. The maximum liability of the Associazione Castello di Spannocchia, Friends of Spannocchia, and/or the Società Agricola Tenuta di Spannocchia srl to the Program Coordinator in aggregate for all claims made against it in connection with these Terms and Conditions shall not exceed the total amounts paid by Program Coordinator under this Booking Contract.

ARRIVAL AND DEPARTURE TIMES

Unless otherwise agreed, program groups should arrive between 2pm and 7pm on the day of arrival and vacate the property by 10am on the day of departure. If program participants should want to stay at Spannocchia before or after their program dates, they are responsible for making their own arrangements through the reservation website, www.spannocchia.com.

PROMOTIONAL INFORMATION

Castello di Spannocchia has taken care to ensure the accuracy of all information and descriptions in the rental information at the time prepared; however, nothing in those materials shall be treated as a term or condition of this contract. Accommodations may not always appear exactly as pictured or described due to normal wear and tear, changes in furnishings, or changes after materials were prepared.

Agreement:

I have read and agree to the conditions of this Booking Contract, including those listed in the “Program Group Terms and Conditions.” I understand that Associazione Castello di Spannocchia will reserve accommodations for my program for the dates stipulated, and I acknowledge I am responsible for the payment of all amounts due under this contract.

Signed: _____

Date: _____