

INSTALLMENT PAYMENT AGREEMENT

This Agreement is entered on this ____ day of _____, 201_ by and between 2018 Belleau Woods Anniversary Trip Committee, an unincorporated non-profit association located at 550 South Audubon Road, Indianapolis, IN, 46219 ("Committee") and _____, located at _____, Indiana ("Purchaser").

THE PARTIES AGREE AS FOLLOWS:

A. DESCRIPTION OF THE TRANSACTION

Committee agrees to coordinate the necessary arrangements for a group tour (the "Tour") departing Indianapolis, Indiana to Belleau, France June 4, 2018 and returning June 11, 2018, inclusive of air, ground transportation, and hotel expenses, on behalf of Purchaser and other parties participating in the Tour. Purchaser agrees to pay, on an installment basis, the estimated per person charge (the "Purchase Price") to participate in the Tour as set forth below. The Purchase Price is per person, double occupancy and represents Purchaser's share of the total cost to secure all airline tickets for travel to and from the destination city, bus transportation to and from the departure and return airports, and room charges (including taxes and fees) at the hotel(s) where the group will lodge during the Tour. The Purchase Price does not include meals (except as specified in the final itinerary), personal expenses, or miscellaneous expenses, medical expenses, or any other charges or costs incurred by Purchaser while on the Tour, or charged to Purchaser's room at the hotel or hotels where the Tour is lodged. A singles supplement charge of \$500 will be added to the Purchase Price for single occupancy Purchasers.

Purchaser represents and warrants that he or she is age eighteen or older on the date of this Agreement and is a member in good standing of the Marine Corps League, or a spouse or member of the immediate family of a member in good standing of the Marine Corps League.

B. PURCHASE PRICE AND PAYMENT TERMS

Purchase Price: \$ _____ (_____)

Less Deposit Paid: \$ _____ (_____)

Outstanding Balance: \$ _____ (_____)

Adjustment to Purchase Price: The Purchase Price is an estimated amount based on the most current information provided by transportation and hotel representatives. Committee is not adding any charges to the group rates obtained on Purchaser's behalf, but is passing through to each Purchaser on a dollar-for-dollar basis all costs for the Tour. If prices are increased or decreased at any time prior to the date of departure by airlines,

Agreement. *For further clarity*, a transfer of a monthly payment of \$100 using PayPal which results in a \$96.80 credit to Committee's account, will result in a deficiency of \$3.20 on Purchaser's account. Purchaser agrees, when using PayPal, to transfer to Committee a total amount equal to the monthly payment plus all fees charged by PayPal.

3. If the Purchaser fails to make any payment in full when due for any reason and the Committee provides written notice of such failure, the Purchaser must make payment of the amount due within thirty (30) days of the original due date of such payment, failing which the Committee may demand immediate payment of the entire Outstanding Balance. Failure to make immediate payment of the entire Outstanding Balance upon demand shall constitute a default by Purchaser. The failure to pay the Outstanding Balance in full, including any late payments, no later than January 1, 2018 shall constitute a default by Purchaser. Any failure to obtain and provide proof of necessary travel documents prior to the departure date, including Passports and fully executed documents required to begin the Tour, shall constitute a default by Purchaser.

4. In the event of default as described in paragraph 3 of this Agreement, Purchaser hereby forfeits all payments made under this Agreement, waives all claims to any refund of payments made under this Agreement, and waives all claims to further participation in the Tour. Committee (or a travel agent retained by Committee) will not be obligated to issue any tickets, confirmations, vouchers, or other travel documents to a Purchaser in default. However, Purchaser shall in all cases remain liable for payment of the amounts for the travel products and services ordered and booked. Notwithstanding the provisions of this paragraph, in the event of default if there is a Standby Purchaser qualified and willing to assume Purchaser's obligation to pay the full Purchase Price and assume the confirmed reservation of Purchaser for the Tour, then Committee will refund in full the previous payments made by Purchaser under this Agreement and Purchaser shall have no obligation to make further payments under this Agreement.

5. All risk of nonperformance including the risk of cancellation or inability to begin or complete the Tour by Purchaser for any reason, including illness or death, passes to the Purchaser once the Purchaser executes this Agreement. *Purchaser is strongly encouraged to consult his or her primary care physician prior to signing this Agreement, to determine whether Purchaser's health may prevent completing the Tour.* Notwithstanding the provisions of this paragraph, in the event of cancellation by Purchaser due to illness, family death or death of Purchaser, if there is a Standby Purchaser qualified and willing to assume Purchaser's obligation to pay the full Purchase Price and assume the confirmed reservation of Purchaser for the Tour, then Committee will refund to Purchaser, or Purchaser's estate, the previous payments made under this Agreement. All risk of nonperformance by any airline, transportation service or hotel, including the risk of cancellation of the Tour for any reason, whether *force majeure* or otherwise, passes to the Purchaser once the Purchaser executes this Agreement. Cancellation of the Tour will not release the Purchaser from his or her obligations under the terms of this Agreement if any amounts must be paid by Committee to cancel airline, transportation or hotel reservations. Committee will refund pro rata to Purchaser his or her share of any funds remaining after cancellation charges are paid by Committee.

damage, loss or destruction that may result while participating in the Tour, including such injuries, death, damage, loss or destruction as may be caused by the negligence of Committee. Purchaser understands and agrees that Purchaser may be held liable for any damages or loss to Committee which is caused by Purchaser's gross negligence, willful misconduct, dishonesty or fraud and for limited damages or loss to Committee which is caused by Purchaser's simple negligence. As used herein, the term Committee means the Committee and each of its members individually.

11. Except for Committee's obligation to use the funds provided by Purchaser to secure necessary travel and lodging for the Tour, or to refund payments as set forth in Paragraph 4 and Paragraph 5 of this Agreement, Committee shall not be liable to the Purchaser, directly or indirectly, for any damages or losses of any kind resulting from any failure to perform this Agreement. The total liability of Committee to the Purchaser for any reason whatsoever shall be limited to a refund of the payments made by Purchaser under this Agreement. As used herein, the term Committee means the Committee and each of its members individually.

12. The Purchaser waives demand and presentment for payment, notice of non-payment, off-set, protest and notice of protest and agrees to remain fully bound until all monies are paid in full. No relaxation, indulgence, waiver, release or concession of any term of this Agreement by the Committee on one occasion shall be binding unless in writing, and if granted shall not be applicable to any other or future occasion.

13. Notice required under this Agreement shall be in writing, and may be made by electronic email, fax, written first-class letter postage prepaid, deposited in the U.S. Postal service, or by overnight courier.

14. This Agreement shall be binding upon and accrue to the benefit of the Parties, their successors, legal representatives and assigns.

15. This Agreement is made under, and will be construed according to the laws of the State of Indiana without reference to the choice of law principles thereof and each of the parties consents to the jurisdiction of such courts in the State of Indiana.

[Signatures appear on following page 6]