



*Paint and Sketch Through Tuscany*

with Keith Wicks and Charles Pyle

**Creating Art and Experiencing Hidden Gems of Tuscany**

Saturday · September 21st, 2024 - Saturday · September 28th, 2024

## Workshop with Keith Wicks and Chuck Pyle



### Daily Workshops... Daily Discoveries

Immersed in the beauty of Tuscany Chuck and Keith will give daily instruction, including demos and one on one assistance on your own artist's journey. Care free time is built in for conversation at meals. And we'll be exploring Tuscany, the region of Italy that has inspired artists from the Etruscans to the Renaissance masters to the Impressionists (yes there are Italian impressionists!).



# Meet Keith Wicks

## Meet Keith Wicks

Keith Wicks

“...with the soul of an old master, Keith Wicks is able to capture the essence of the moment with the clarity and intensity rarely seen in contemporary works today. Through a technique all his own, he has developed the unique ability to harness the purity of energy and light, even when it is dancing in the shadows”

.-California Art

Keith Wicks found drawing to be his natural voice early on, leveraging it to found an advertising agency in his hometown of Bakersfield. Looking for more knowledge, Wicks enrolled in the Art Center College in Pasadena and, after graduation, moved to San Francisco. He then spent nearly a decade teaching at the Academy of Art University and working in multimedia. Between classes, he free-lanced for advertising and production companies and ultimately found himself working for Industrial Light & Magic, which was run by George Lucas.

Despite his commercial success, Wicks' favorite creative outlet has always been painting. Eventually, he broke away from the big city life, and moved to Sonoma in pursuit of painting full time. His focus shifted slightly in 2002 with the founding of the Sonoma Plein Air Foundation, a nonprofit organization that raises funds to preserve art education in Sonoma public schools and art organizations. “It all started when my daughter was in the third grade and said she would only get art classes once a month.” The Foundation is now 21 years old and its supporters have raised more than \$2.2 million dollars for art education. Now Wicks paints on location and shows his work through-out the world. His work has appeared in galleries, various publications and is included in numerous prominent collections. Keith's most recent career endeavor includes joining the design team for Wing and Barrel Ranch, a 1,000-acre private pheasant club located in Sonoma, California. As Project Design Manager Keith has lead all aspects of design including concept, renderings, overseeing building construction, interior design, landscape design and project management for construction team.

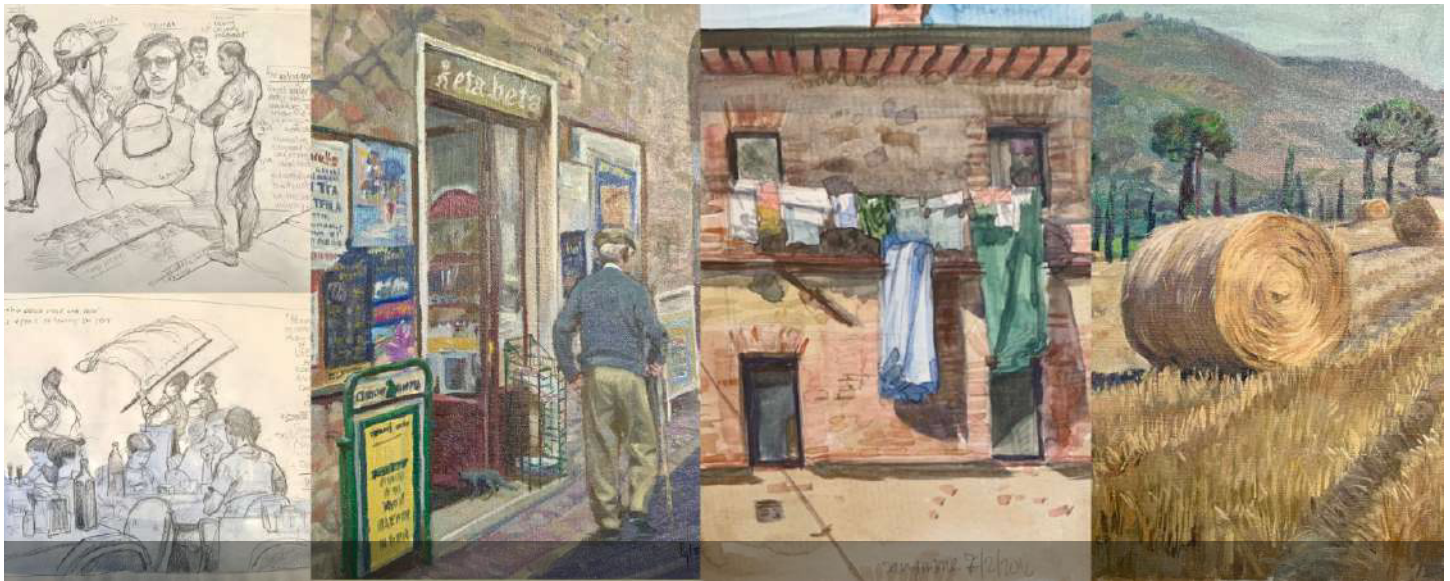




Meet Chuck Pyle

# Meet Chuck Pyle

Charles, or 'Chuck' as he is known, has been an artist since he was little, and has had a successful career as a painter and illustrator since 1976. Capturing the light and finding the right way to tell a story in a painting has always been his strength, injecting a bit of humor or drama a hallmark, and making clients and collectors happy his ultimate goal. Chuck has been honored with the Distinguished Educator in the Arts Award from the Society of Illustrators, and an honorary doctorate from the Academy of Art University for his service as Chair of the School of Illustration and in the classroom for many years. He retired from that roll in 2021. He was a founding artist member of both Sonoma and Telluride Plein Air and has been in many exhibitions over the years.





## Meet your villa hosts - the Moletta Family

### The Moletta family

Alessandra, Auro, Fiore and Stella

We have been working in the field of farm holidays for several years and Villa Giusterna is the fulfillment of the fifteen-year project we are taking care of... Welcoming our guests, offering kindness, attention and constant but discreet Presence: we wish your stay to be an oasis where you “feel” at home in Tuscany.

Saturday · September 21st



Welcome to Tuscany! Benvenuti!

Image credits: Luca Micheli on Unsplash

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## Transfer · to your Villa

### Notes

Your private driver will meet you in the Arrivals Hall holding a sign with your family name on it. The transfer to your hotel will be about 1 hour and 30 minutes.

### Included



**CHECK IN: Villa Giusterna - Montebenichi**

+39 055 7605740

Località Giusterna, 4, Montebenichi  
52021 Bucine (AR)

**Sep 21**

Check In

**Sep 28**

Check Out

**7 Nights**

Welcome to the heart of Tuscany. An uncontaminated paradise where you will find peace and beauty, surrounded by a marvelous landscape that has inspired many artists.

The villa has eight bedrooms, each with its own bath. There are various sitting rooms, a covered porch, a kitchen where you can store any food you'd like to have on hand (all meals will be prepared by the villa hosts or occur during outings.) There is a beautiful pool where you can swim laps or hang out in the sun.

There is not air conditioning (and there is no TV) but the villa sits on a hill with marvelous breezes and glorious sunsets and in the last week of September, the weather should be divine.

### Notes

Your stay includes the week in the villa. Linen will be changed once during your stay. You will need to pay the tourist tax to the villa hosts - in cash upon check out. It will be anywhere from 2 to 6 euro per night based on what is decided by the local authorities for 2024.

#### Pay Onsite:

- City Tax: per person, per night

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## Welcome Dinner at the Villa

Relax and start unpacking before meeting up for a group welcome dinner made by your villa hosts.

### Included

Sunday · September 22nd

Enjoy breakfast served by your Villa hosts.



Enjoy a free morning to sketch/paint

**9:00 AM**

Start Time

**12:00 PM**

End Time

**3hr**

Duration

Transfer · to lunch

**12:30 PM**

Departure Sep 22

**1:00 PM**

Arrival Sep 22

**30min**

Duration

**Departure Location**

Villa Giusterna

**Arrival Location**

Poggio Molina

**Notes**

A private driver will pick you up from your villa and accompany you to lunch.

**Included**



**Lunch at Poggio Molina!**  
*Loc. Poggio Molina, 52021 Bucine AR*



**1:00 PM**

Start Time

Time will stand still as you travel into the countryside to have lunch with an Italian family at their own winery. You'll drive down a back road and pass row after row of grape vines and olive trees. Finally, you'll arrive at a highpoint of rolling, green Chianti hills: the most beautiful intersection of woods, vineyards and olive groves that you'll ever see. You'll be treated to home-cured meats, home-grown produce and home-cooked delights prepared by the family and paired with their outstanding wines.

Included.

## Transfer · back to the Villa

<p><b>4:00 PM</b> Departure Sep 22</p>	<p><b>4:30 PM</b> Arrival Sep 22</p>	<p><b>30min</b> Duration</p>
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**Departure Location**  
Poggio Molina

**Arrival Location**  
Villa Giusterna

**Notes**

Included

## Dinner at the Villa

Included

**Monday · September 23rd**

Enjoy breakfast served by your Villa hosts.

## Transfer · to Siena

<b>9:00 AM</b> Departure Sep 23	<b>9:45 AM</b> Arrival Sep 23	<b>45min</b> Duration
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**Departure Location**  
Villa Giusterna

**Arrival Location**  
Siena

**Notes**

All transfers during the week will be by air conditioned bus.  
**Included**



<b>10:00 AM</b> Start Time	<b>12:30 PM</b> End Time	<b>2hr 30min</b> Duration
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Discover a jewel of Italian Romanesque-Gothic architecture! The Siena Cathedral dedicated to the Assumption of Mary houses beautiful works of Italian artists, such as Michelangelo, Donatello, and Bernini.

After the Cathedral Tour, you will visit the small workshop of a Sieneese marble worker who restored the marble inlays of the Cathedral in Siena and many other works of art in Florence and Rome. He is in his eighties and one of the last masters of this art.

**Included**





**1:00 PM**

Start Time

**5:00 PM**

End Time

**4hr**

Duration

There is a palace in Siena and it has a room with huge glass windows and a terrace with a 360 degree view over the roof-tops of Siena. Not many Siennese have seen this view and not many Americans would ever have the chance to see it (except for Daniel Craig during the filming of the Quantum of Solace). Tuscany Tours (the organizers of our trip) are friends of the owner of the apartment with the view! And today, you will have lunch with them!

Picture yourself enjoying the city view from one of those places that you can only imagine: one of the oldest houses in the town center where, on the roof of his palace, Tiberius Bichi Borghesi, a gentleman of the past with a passion for photography, built his personal light-filled atelier with a view over all of Siena and Tuscany. Sit comfortably in sofas and armchairs or on the terrace enjoying the gorgeous views of the city of Siena while enjoying lunch hosted by the current owner of this glorious palazzo.

After lunch, enjoy some time sketching on the wonderful terrace.

**Included**

- lunch and wine

## Transfer · back to your villa

**5:30 PM**

Departure Sep 23

**6:15 PM**

Arrival Sep 23

**45min**

Duration

**Departure Location**

Siena

**Arrival Location**

Villa Giusterna

**Notes**

Included

## Dinner at the Villa

**Time**

7:00 PM

Included

Tuesday · September 24th

Enjoy breakfast served by your Villa hosts.

## Transfer · to your cooking class

<b>9:00 AM</b> Departure Sep 24	<b>10:15 AM</b> Arrival Sep 24	<b>1hr 15min</b> Duration
<b>Departure Location</b> Villa Giusterna	<b>Arrival Location</b> Certaldo	
<b>Notes</b> Included		



<b>10:30 AM</b> Start Time	<b>3:00 PM</b> End Time	<b>4hr 30min</b> Duration
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Imagine yourself sitting on a 12th century wall of a medieval village overlooking the rolling hills of the Tuscan countryside enjoying a meal of unmatched culinary delight. This unparalleled feast of fresh local delicacies has been prepared by you with the help of one of this region's premier chefs, Giuseppina, and her family. The fresh fare, accompanied by Tuscan wine, will be the culinary experience of a lifetime.

With over twenty years of cooking class experience, Giuseppina is an outstanding teacher. Giuseppina believes food should be delicious, and every meal should be a celebration. So when you come to her kitchen, you will not only learn how to execute a menu; you will also learn how it should taste. Whether you're a casual cook or a dedicated enthusiast, once you spend time with Giuseppina, you'll understand it takes more than a recipe to prepare an authentic Italian meal (and why it's worth it).

During your cooking lesson, you will prepare and eat a traditional Italian four course meal including: Antipasto, Primo / Fresh pasta, Secondo / Main course, Dolce / Dessert.

**Included:**

- Cooking Class
- Lunch



Enjoy some time for sketching and painting in Certaldo

**Time**  
3:00 PM

## Transfer · back to the Villa

<b>6:00 PM</b> Departure Sep 24	<b>7:15 PM</b> Arrival Sep 24	<b>1hr 15min</b> Duration
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**Departure Location**  
Certaldo

**Arrival Location**  
Villa Giusterna

**Notes**  
Included

## Dinner at the Villa

**Time**  
7:30 PM

Included



## Presentation: From Artisan to Artist - Freya Middleton

Image credits: Sean Robertson on Unsplash

We all know who sculpted the famous "David" and we know who painted the "Birth of Venus" that hangs in the Uffizi. But there was a time when artists did not claim or sign their works. Just as there was a time when static painting was the coin of the realm in art and human form was flat and iconic. When did this all change and what caused the change? After dinner tonight, one of Tuscany Tours favorite presenters will join you for a talk and digital presentation on this fascinating time in the history of art.

Wednesday · September 25th

Enjoy breakfast served by your Villa hosts.



Enjoy a free morning to sketch and paint at the Villa

Lunch at the Villa

Included

Transfer · to Siena

<b>2:15 PM</b> Departure Sep 25	<b>3:00 PM</b> Arrival Sep 25	<b>45min</b> Duration
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**Departure Location**  
Villa Giusterna

**Arrival Location**  
Siena

**Notes**

Included



**Medieval Painting Experience**

<b>3:00 PM</b> Start Time	<b>6:00 PM</b> End Time	<b>3hr</b> Duration
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Experience life in a 14th-century Sienese art workshop! Under the guidance of a local artist, you will learn the techniques and tools used in the Middle Ages to create an original painting, working with materials such as plaster, rabbit glue, Armenian clay, pure gold, and egg tempera.

Included



## Dinner at Compagnia dei Vinattieri, Siena

+39 0577 236568

Via delle Terme, 79, 53100 Siena SI, Italy

<http://www.vinattieri.net/>

Image credits: mario secondulfo on <https://maps.google.com/maps/contrib/114150920144135199184>

Enjoy a wonderful dinner at one of our favorite restaurants in Siena!

Included

## Transfer · back to the Villa

Departure Location

Siena

Arrival Location

Villa Giusterna

Notes

Included

Thursday · September 26th

Enjoy breakfast served by your Villa hosts.

## Transfer · to Montalcino

9:00 AM

Departure Sep 26

10:15 AM

Arrival Sep 26

1hr 15min

Duration

Departure Location

Villa Giusterna

Arrival Location

Montalcino

Notes

Included



## Private guided wine tasting tour - Brunello

Included



## Sketch and paint at one of the wineries

Image credits: Boudewijn Boer on Unsplash

## Transfer · back to the Villa

Departure Location  
Montalcino

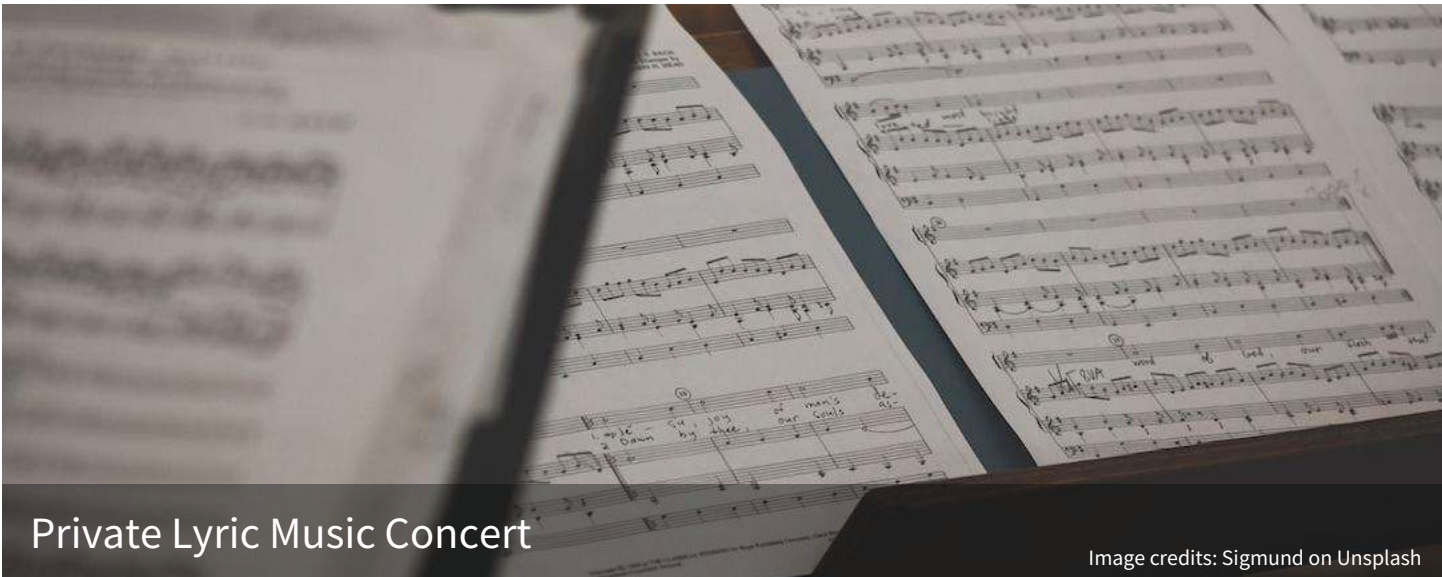
Arrival Location  
Villa Giusterna

### Notes

Included

## Dinner at the Villa

Included



## Private Lyric Music Concert

Image credits: Sigmund on Unsplash

Tonight Peter ( a lute player) and Beatrice (a soprano) will delight you with various lyric music from the Baroque to the Renaissance.

Included

Friday · September 27th

Enjoy breakfast served by your Villa hosts.



Enjoy a free day at your leisure to paint and sketch

Just up the road from your villa is a medieval village, Montebenichi (blessed mountain) and here you will find a Renaissance palace with gargoyles, an old village well and beautiful ancient buildings. You may wish to hike up to Montebenichi or to sit in the field of olive trees. You will find inspiration at every turn. Lunch and dinner at the villa as you celebrate a week of creating and experiencing.

## Lunch and Dinner at the Villa

Included



Saturday · September 28th

Enjoy breakfast served by your Villa hosts.

## Check out of the Villa

Please remember to check-out and pay city tax and incidentals before your departure.

# Tour Specifics & Package Cost



## Trip Specifics & Costs

**Cost:** The land cost of this workshop is \$5605.00 USD per person. We do not have a single supplement charge. We need a minimum of eight participants by April 1, 2024 for this workshop to take place.

A non-refundable deposit of \$500 is due upon registration to hold your place in the tour. The Balance is due June 21, 2024. For our terms and conditions, please see:

<https://www.tuscanytours.com/tour-terms-and-conditions/>

We can have a maximum of sixteen participants in shared double occupancy rooms. First come first served for twin rooms. (All rooms can be made into double bed rooms)

To register: please go to <https://www.tuscanytours.com/registration-private/>

### INCLUDED

- **Accommodations:** Villa Giusterna

There are eight rooms in the villa. Four of the rooms have the option to be made into twin bedded rooms.

- **Meals:** All meals are included. Lunches and dinners include wine. Vegans and vegetarians can be accommodated.
- **Transfers:** All ground transportation during the tour. Transportation will be by air conditioned bus.
- **Workshop Leaders:** Keith Wicks and Chuck Pyle (see bios above)
- **Expert Itinerary Creation:** Tuscany Tours had been crafting the finest small group experiences since 1997.
- **Wine Tastings:** Chianti winery and Brunello wineries.
- **Art Presentation**
- **Baroque and Renaissance Music Experience**
- **Admissions:** Entrance fees for all planned visits to monuments, galleries and museums are included;
- **Small, Intimate Group:** For this workshop, we are limiting the number of participants to a maximum of 16, and we need a minimum of 8 by April 1, 2024 for the tour to take place.
- **Arrival and Departure:** We will pick you up from the Florence airport on the arrival day. We will group participants arriving within two hours of flight arrival times into van shuttles.

### NOTES

\*\*Due to the ancient architecture of the villa, each room is unique and room sizes may vary.

\*\* Supplies are not included in the cost.

\*\*Tuscany Tours reserves the right to make changes to tour venues, itinerary and guides as circumstances may require. Please feel free to contact us via email at [pamela@tuscanytours.com](mailto:pamela@tuscanytours.com) with any questions you may have about the workshop or about traveling to Italy.

**Early Arrival/ Late Stay Options:** if you wish to have us plan an add-on excursion to Rome, Venice, Florence or any where in Italy, France or Spain, we will be happy to help you!

**Tour Exclusions:** Airfare; hotel city tax (usually €2-5 per person, per night; payable onsite), tour suppliers and anything else not mentioned in the inclusions.

## **\*\*2024 Tuscany Tours Terms and Conditions and Release of Liability\*\***

### **The Contrada Corp. dba Tuscany Tours Terms and Conditions and Release of Liability**

Please read these Tuscany Tours Terms and Conditions and Release of Liability (the "Terms") carefully. The Terms serve as your contract for all services provided to you, the Traveler (*TRAVELER*) by The Contrada Corp. a corporation duly organized and in good standing under the laws of the State of California, with its registered address at 120 Fourth Street, Suite 1071, Petaluma, California 94953, and dba Tuscany Tours (*Tuscany Tours*). **Participation in any services offered by *Tuscany Tours* and /or its agents or suppliers constitutes consent on your behalf, (TRAVELER), and agreement to the terms specified below.**

#### **Traveler Responsibilities**

**Physical Fitness:** You must be in good physical condition to participate in this travel service. You must be able to sustain extended walking and standing, as well as uphill and downhill climbing, among other physical activities.

**Photos and Videos:** The Traveler agrees that during the travel service photos or videos may be taken by other travelers, the Company Staff or any representative of Tuscany Tours. These photos and videos may contain the Traveler in part or in whole. The Traveler agrees that these images may be reproduced in any venue, print or digital, by Tuscany Tours for promotional and/or commercial purposes.

**Rules and Regulations of Destination Country:** You agree to be informed as to the rules and regulations of the country you are visiting. Tuscany Tours will follow all rules and laws that are in place in the destination country. It is not the responsibility of Tuscany Tours to inform you of these rules and regulations.

You agree to assume responsibility for your own health and safety, and we cannot guarantee your safety at any time. Local conditions, including infrastructure, road conditions, medical care, safety and security, may differ significantly from those found in the United States.

#### **Liability Waiver and Limitation, Assumption of Risk**

As organizers of tours and travel services, Tuscany Tours often acts as an agent for "Suppliers" in making reservations for services not supplied directly by Tuscany Tours. Such Supplier services may include tour guides, meals, lodging, ground transportation, etc. ("travel services"). Tuscany Tours will not be responsible for any Supplier failure to comply with any laws, breach of contract, or any negligent or intentional actions or omissions which have as a result any injury, loss, delay, damage or inconvenience to you, the Traveler, in any tours or other services provided directly or indirectly by Tuscany Tours.

Tuscany Tours does not guarantee any of such supplier's rates, bookings, reservations, connections, scheduling, or handling of baggage or other personal effects. Travelers have done due diligence, are aware of the quality of the hotel accommodations chosen, and agree that Travel Agency will not be responsible if they are not satisfied. Please see all Terms and Conditions incorporated herein. **Traveler assumes complete and full responsibility for, and hereby releases TUSCANY TOURS from, any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination, and all safety and security conditions of such destinations, during the length of the proposed travel. However, we specifically recommend that U. S. Citizens inform themselves of any information concerning possible dangers at international destinations, and that they contact the Travel Advisory Section of the U.S. State Department, (202) 647-5335 <https://travel.state.gov/content/travel.html>. For medical information, please refer to the U.S. Centers for Disease Control (CDC), (404) 332-4559 or use their fax information service at [www.cdc.gov/travel](http://www.cdc.gov/travel) (404) 332-4565.**

It is the traveler's responsibility to protect their purchases and Travel Insurance is strongly recommended. Traveler is advised to obtain appropriate insurance coverage against these risks. TUSCANY TOURS has information regarding some forms of travel insurance. Traveler's retention of tickets, reservations, or bookings after issuance shall constitute consent to the above and an agreement on his/her part to convey the contents hereto to his/her travel companions or group members.

By embarking upon his/her travel, Traveler voluntarily assumes all risks involved in such travel, whether expected or unexpected. Traveler is hereby warned of the above risks as well as possible travel industry bankruptcies and medical and climatic disruptions, and the possibility traveler may be unable to travel as scheduled because of personal emergency. Traveler also assumes all risks for any participation in a nominal risk or high-risk activity.

**Force Majeure:** TUSCANY TOURS shall not be responsible for failure to perform any of its obligations under this Agreement during any period in which such performance is prevented or delayed due to Force Majeure, nor for changes to or terminations of your trip due to Force Majeure. "Force Majeure" refers to any event beyond TUSCANY TOURS' reasonable control, including but not limited to severe weather, explosion, riot, unavailability of equipment, fire, flood, mudslides, earthquakes, war, labor disputes, strikes, epidemics, disease, virus, pandemic, contagious diseases, World Health Organization's advisories and/or alerts, Center for Disease Control's advisories and/or alerts, U.S. State Department's advisories and/or alerts, any order of any local, provincial or federal government authority, interruption of power services, terrorism or any other causes beyond the control of TUSCANY TOURS. TUSCANY TOURS reserves the right to cancel any Services described in a Trip Itinerary due to Force Majeure. Very rarely, you may be forced by "force majeure" to change or terminate your Trip after departure but before the scheduled end of your Trip. This is unlikely but if this situation does occur, we regret we will be unable to make any refunds (unless we obtain any refunds from our Suppliers), pay you any compensation, or meet any costs or expenses you incur as a result. We strongly recommend that you obtain travel insurance.

Traveler acknowledges that TUSCANY TOURS cannot control the cancellation fees assessed by the suppliers, nor control issuance of vouchers in lieu of cash. Traveler understands that should Traveler initiate any chargeback with Traveler's credit card company to avoid previously agreed upon fees TUSCANY TOURS will utilize all rights and remedies under the laws of the State of California WITH PROPER JURISDICTION to uphold previously agreed contractual provisions. Traveler understands that TUSCANY TOURS does this because third parties seek payment directly from TUSCANY TOURS. The cancellation fees do not cease to exist in the event of a chargeback. Thus, TUSCANY TOURS will be prompted to pursue litigation and incur attorneys' fees and costs which will be included in addition to all cancellation fees.

When Traveler is purchasing a Trip for someone besides themselves, clicking on the "I Agree" box verifies that such Traveler is the designated legal guardian for such person under these conditions. Traveler has informed all other Travelers in their group of these Terms and Conditions and accepts them on their behalf, warranting that the other Travelers in their group also agree to be bound by these Terms and Conditions.

Without this acceptance, the purchasing of a travel service or inquiry is not technically possible. Therefore, by purchasing a travel service with TUSCANY TOURS, you, and all Travelers in your group (if applicable), agree to abide by these Terms and Conditions without reservation and to be bound by the limitations herein.

**Tour and Travel Services:** Travelers agree to voluntarily assume all risks involved with their personal travel, whether foreseeable or unforeseeable. These risks include, but are not limited to, medical disruptions and the Traveler being unable to begin, continue or complete travel because of a personal or medical emergency. Travelers agree that in the case of injury or illness *Tuscany Tours* may, but shall not be obligated to, at a cost to the Traveler, arrange medical treatment and emergency evacuation services, as *Tuscany Tours* deems essential for the Traveler's safety. *Tuscany Tours* reserves the right to cancel tours and services at any time. In the case of a cancelled tour or other service, the only responsibility of *Tuscany Tours* to the tour or service Travelers will be to refund the cost of the tour or service (minus any billable costs and fees for services already rendered) to the tour Travelers. AND THERE SHALL BE NO OTHER WARRANTIES TO THE TRAVELERS, WHETHER EXPRESSED OR IMPLIED, IN THE EVENT OF TOUR OR SERVICES CANCELLATION OR INTERRUPTION.

Unless *Tuscany Tours'* cancellation or actions or omissions are the product of *Tuscany Tours'* gross negligence or willful misconduct, in no event shall *Tuscany Tours* or Contrada Corp., their shareholders, quota holders or members, officers, directors, employees, affiliates, contractors, or agents (the "Indemnified Parties") be liable for any loss or damages caused by, or due to any interruption or cancellation of tours or services, including but not limited to any direct, special, incidental, exemplary, punitive, or consequential damages (including, but not limited to, damages for loss of revenue or for downtime, or additional economic claims and costs), any indirect losses or damages whether or not foreseeable and any other liabilities, obligations, rights, claims, or remedies in tort, even if the Indemnified Parties have been advised of the possibility of such damages occurring: except in instances of gross negligence or willful misconduct of *Tuscany Tours*.

#### **Release and Indemnification**

You hereby agree to release, indemnify and hold harmless *Tuscany Tours* or Contrada Corp., their shareholders, quota holders or members, officers, directors, employees, affiliates, contractors, or agents (the "Indemnified Parties") against and from any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including but not limited to reasonable attorneys' fees, Court costs, Arbitration costs and fees, and Administrative Proceeding costs and expenses incident thereto, which may be suffered by you - the tour Traveler or services' beneficiary - as a result of (I) injury in preparation prior to, during or after a tour or rendition of services, (ii) tour or services interruption or cancellation, and in the event of such interruption or cancellation only, any and all damages, costs, expenses, as set forth above, which exceed the Maximum Liability set forth above; provided that this release and indemnification shall not apply in the event such injury, interruption or cancellation are the proximate result of the *Tuscany Tours* gross negligence or willful misconduct. It is further understood and agreed that you, the Travelers, do hereby waive all rights and benefits which you now have or in the future may have, under and by virtue of the terms of California Civil Code Section 1542, which reads as follows:

**“A general release does not extend to the claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor.”**

*Tuscany Tours* may refuse service to any person at its discretion and reserves the right to ask any person to leave a tour, trip or travel service at any time. If a tour leader or any representative of *Tuscany Tours* deems it necessary to ask a traveler to leave a travel service for the comfort, convenience or safety of the other travelers, including if the behavior of the traveler is deemed to cause or be likely to cause danger, distress or annoyance to other travelers or if we reasonably determine your condition would adversely affect your health, safety or enjoyment of the trip, tour, travel service, even if the trip or travel service is in progress you will not be entitled to any refund, payment, compensation or credit of any kind for unused or missed services or costs incurred resulting from the termination of the travel arrangements and you will be responsible for your travel costs to return back home.

#### **COVID-19 Travel Waiver (Travel Disruptions)**

For your travel dates, you, the TRAVELER have requested that TUSCANY TOURS (“Agency”) make one or more travel bookings on your behalf. As the worldwide COVID-19 coronavirus pandemic remains ongoing at this time, you acknowledge that for this reason, and other reasons not reasonably foreseeable at this time, these travel plans may be interrupted or cancelled by the supplier that is providing them, a government entity or other third party over which Agency has no control. You further acknowledge that the supplier’s own cancellation, rebooking and refund policies, subject to any applicable law that is now or may later be in effect, will govern your rights and remedies, including your right to receive a refund, in such an event. Moreover, You understand that should you elect to purchase travel insurance, the terms of the policy will dictate whether, and to what extent, coverage for any financial loss may exist under the circumstances. You hereby agree to hold TUSCANY TOURS harmless and release it from any and all liability for any damages, including but not limited to monetary losses, you may incur as a result of such interruption or cancellation of these travel plans.

#### **Alternative Dispute Resolution**

TUSCANY TOURS desires to maintain friendly relationships with its clients (Traveler, agents, sellers, buyers, etc.). In order to provide for a mutually beneficial relationship, TUSCANY TOURS has established an alternative mediation program in the event of a misunderstanding or dispute between TUSCANY TOURS and its clients and travelers.

If a dispute arises out of or relates to this contract, or breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the World Travel Dispute Center under the applicable guidelines as established by International Forum for Travel and Tourism (IFTTA) before resorting to arbitration, litigation, or some other dispute resolution procedure.

**Governing Law, Dispute Resolution:** You, THE TRAVELER and *Tuscany Tours* (the "Parties") acknowledge and agree that the Terms and any dispute arising under or in connection with the Terms or the services provided pursuant to the Terms, including any action in tort shall be governed by the laws of the State of California. All actions brought to enforce or arising out of these Terms or services rendered pursuant to such Terms shall be brought and tried in the Superior Court of Sonoma County, California, or federal courts of competent jurisdiction in the Northern District of California, the Parties hereby consenting to personal jurisdiction and venue therein. The Parties hereby waive the right to a trial by jury for matters which may be heard in any of the foregoing U.S. courts.

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Created by: TUSCANY TOURS

[Tel: 800-634-3460](tel:800-634-3460)

*120 Fourth Street, Suite 1071*

*Petaluma, CA 94953 USA*

<http://www.tuscanytours.com>

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