



Dealers Terms and Conditions Dealers/Group Leaders/Charterers

The following are the terms and conditions that are binding on you (our independent dealers, group leaders and charterers) and these terms are not negotiable.

Commissions and Representative Obligations

Commissions payable for each trip shall be determined by the parties at the time of booking and, unless otherwise agreed, shall be such rates of commission as are advised by Nautilus or Baja Expeditions from time to time. Commissions are payable on the basis that the Representative assumes responsibility for the guests booked including providing the guests with Nautilus or Baja Expeditions pre-trip information; obtaining and submitting all required documentation; collecting all amounts charged and submitting payments on or before the scheduled time for payment; and communicating information to the guests after confirmation of the trip has been given by Nautilus or Baja Expeditions.

Payment Schedule and Method

- **1 - 4 guests:**
 - 25% advance payment within 7 days of booking to confirm your reservation;
 - additional 25% due 4 months prior to departure date; and
 - balance due 60 days prior to departure.
- **5 or more guests:**
 - bookings made more than 18 months prior to departure require a USD \$1500 payment with balance of 10% of the trip fees due at 18 months, or 10% of trip fees if less than USD \$1500;
 - bookings made within 18 months of departure date require a 10% payment within 10 days of booking to confirm your reservation;
 - additional payment of 10% due 9 months before the departure date;
 - additional payment of 20% due 6 months before the departure date; and
 - remaining payment of 60% due 60 days before the departure date.

Initial non-refundable payments can be paid by Visa, Mastercard, or American Express. Subsequent interim payments and final payments must be made by certified company cheque, bank draft, or bank wire. Your Confirmation Number & Departure Date must be included with every payment or followed by an email with this information.

Final Payment

Final payment of the net due (i.e. gross guest charges less commission owed by your guests to you) must be remitted by bank wire transfer or bank draft 60 days before the departure date. We reserve the right to sell reserved berths if payment is not made on time and the initial and all other payments may be forfeited.

Insurance – PLEASE BE SURE TO REVIEW THIS SECTION AND INFORM YOUR GUESTS

Medical evacuation from remote locations such as Socorro and San Ignacio and treatment can be very expensive. We require all guests to either purchase medical diving insurance from us or to have proof of valid insurance from a recognized and reputable insurance carrier such as DAN or DiveAssure.

Please Note: Travel insurance is different than medical dive insurance and provides peace of mind and financial security as it provides coverage for delay, missed departures due to weather, canceled flights, lost bags etc. We highly recommend DiveAssure travel insurance.

Releasing Berths

Whole boat/camp bookings - You may release 4 berths without penalty up to 6 months prior to the departure date. Please note that by reducing your reservation you may lose your FOC space.

Half boat/camp bookings - You may release 2 berths without penalty up to 6 months prior to the departure date. Please note that by reducing your reservation you may lose your FOC space.

Cancellation

If a berth is canceled by you or your guest, a percentage of the trip price will be forfeited:

- **Reservation of 1 - 4 guests:**
 - 15% if 12 - 9 months prior to departure;
 - 25% if 9 - 4 months prior to departure;
 - 50% if 4 - 2 months prior to departure; and
 - 100% if 60 days or less prior to departure.
- **Reservation of 5 or more guests:**
 - 10% if 18 - 9 months prior to departure;
 - 20% if 9 - 6 months prior to departure;
 - 40% if 6 - 2 months prior to departure; and
 - 100% if 60 days or less prior to departure.

We reserve the right to cancel your reservation in the event that any due payment is not made when required and to retain any and all forfeited payments received in advance in the event that we are not able to find an alternate person(s) to occupy the previously reserved berth(s).

Refunds

A cancellation of an original booking (a booking that has not been previously transferred to a later date than when first booked) that is received more than a year before departure is fully refundable less an administrative fee of USD \$100 per berth or the booking may be transferred to a new booking without any administrative fee. This option is only available once for each booking and transferred payments may only be applied as a credit to final payments. There are no refunds for any transferred bookings.

- 1 - 4 Guests: Cancellations received more than 12 months prior to departure; and
- 5 or more Guests: Cancellations received more than 18 months prior to departure.

Paper Work

Each and every guest is required to provide a Waiver, Release and Indemnity (the "Release") on or before arrival at the ship and their personal and travel information. You can provide a copy of these documents (found on the Nautilus and Baja Expedition websites or on request) to your guests electronically as soon as confirmation of the reservation has been given but, in any event, no later than 60 days prior to departure. The government of Mexico requires that we submit this information before the boarding day. If this is not done, guests may be refused boarding permission and you may be responsible for any and all loss, damage or expense Nautilus or Baja Expeditions may suffer or incur as a result.

You will also make sure that each guest provides all information Nautilus and Baja Expeditions may require in respect of travel documentation and will ensure that each has the requisite documentation when traveling to the ship/camp. The guests need to double check their travel documents (expiry etc.) and ensure they obtain any required visas to travel to or through the United States and Mexico if required.

Guests who are unable to board the ship or be at camp because they have been denied entry into the country or lack the proper documentation will not be issued a refund or credit.

Special Requests

We want to serve your guests as best as we can by accommodating all reasonable special requests. Please let us know if we can help with any specific dietary requests or other accommodations at least 30 days prior to boarding. The more notice the better we can serve everyone. It is unlikely that we will be able to respond to last minute or “day of” requests.

Marketing Material and Policy

Nautilus and Baja Expeditions will provide marketing material upon request. You may not alter trip descriptions, itineraries or images provided by Nautilus and Baja Expeditions unless you have our express written permission. The booking commission rate is based on marketing and selling trips at our suggested pricing. We reserve the right to unilaterally alter your commission – possibly to 0% - should any trip be marketed at any other price without written agreement from us. You will not offer nor arrange any discount from the prices for trips advertised by Nautilus and Baja Expeditions on their websites.

Surcharges

We fully understand how upsetting it is to be notified of a retroactive or unexpected change in fees after you’ve already booked and paid for a vacation.

We will never institute a fuel surcharge. The charter fee that you book into is the charter fee that you will be charged regardless of inflation or any other factors. It’s rare but the government of Mexico has previously raised park fees without notice. For that reason, we do reserve the right to pass along the cost of any taxes, levies, fees, or other unforeseen charges legislated by government authorities.

Force Majeure

While we will always do whatever we can to ensure the absolute best possible experience for the guests, trip itineraries are subject to change or cancellation without notice at the discretion of the Captain/Camp manager taking into consideration the safety of guests, crew and the vessel for reasons such as inclement weather or seas, mechanical breakdown, governmental orders, port authority directions and other factors beyond our reasonable control. No refund or credit will be issued in such instance.

Contract Changes

Prior to any accepted reservation, Nautilus and Baja Expeditions reserves the right to make changes to the above noted terms and conditions without notice.

Dealer Responsibilities

In engaging in business with Nautilus and Baja Expeditions, you understand that: (a) you will ensure that all of your guests have agreed to the retail terms and conditions found on our websites; (b) you are acting on their behalf in making the bookings for them; (c) you will be responsible for informing them of all information and documentation required by government authorities and ourselves; and (d) you will obtain this information and documentation and provide it to us within the established time lines. You agree to the above in consideration for the commission you will earn.

Use of Credits

Credits are non-transferable. If you would like to use the credit for future trip, please talk to us. The trip must be taken within one year of the original trip and if the booking gets moved or cancelled the credit is void.