



**Ebony Pyramid Entertainment  
Caribbean Cruisin' 2009  
Statement of Understanding  
Version 9.0**

**I. REGISTRATION**

The registration process is designed to provide Ebony Pyramid Entertainment (EPE) with information to assist in tracking guests' accounts and administrative process. In the registration process, guests must provide their full legal name and birth date. This information is required by the U.S. Department of Homeland Security. Failure to provide requested and/or accurate information may subject the guest to a fee for correction.

**1) Contact Information**

In order to receive periodic updates and pertinent information, guest must ensure they provide EPE with a valid address/email address. EPE is not responsible for the inability to contact guests because contact has changed or has access issues. It is the guests' responsibility to notify EPE of any changes.

**2) Cabin Mate(s)**

Each guest should complete a registration form online. It is the guest's responsibility to ensure that their cabin mate(s) has properly registered and made payments (unless guest request an assigned cabin mate). In the event that a cabin mate(s) has not registered and paid with their selected cabin mate, EPE has the right to assign cabin mates to fulfill the cabin's initial request. EPE may assign a replacement cabin mate at random. This does not guarantee that the selection will be of the same sex. EPE is bound by an agreement with Carnival Cruise Lines (CCL) to fill the cabins with the initial request of the registrant. If guest does not like the arrangement of being paired at random, they may request a cancellation, but cancellation procedures will apply. If the guest does not choose a cabin mate(s) at the time of the registration, EPE is authorized to assign the guest a cabin mate(s). If after a guest has been randomly paired with a cabin mate and the guest later identifies a cabin mate of their choice, the guest must pay a fee to change the listing to add the cabin mate of choice. These options may not be available within 30 days of the sailing. *Ebony Pyramid Entertainment is not responsible for ensuring that a guest's cabin mate(s) makes their payments. If guest's cabin mate(s) fails to make all payments and is canceled, GUEST UNDERSTANDS THAT THEY WILL BE PAIRED RANDOMLY UNDER THE GUIDELINES MENTIONED ABOVE. GUEST MAY ALSO BE ASSIGNED TO ANOTHER CABIN TYPE AND WILL BE RESPONSIBLE FOR ANY ADDITIONAL CHARGES OR LOSS.*

**II. DEPOSIT**

Guest deposits are NON-REFUNDABLE. The amount of deposit is based on the time of registration. If a guest's deposit is based on a special, the deposit fee for cancellation purposes will be based on the rate of the registration deposit at the time of their registration. If a guest pays in full after Final Payment Date, the deposit is based on a \$250 deposit rate. If guests pay with check-by-mail and it is returned for Non-Sufficient Funds (NSF), that guest is subject to the cost of the check, plus a \$75 service charge. Failure to pay this penalty will result in the check being processed by legal means. If the check includes payments for other guest(s), that guest(s) must

pay a \$50 administrative fee, in addition to the \$75 penalty for the writer of the check. If the check is returned and was meant to pay the deposit, any specials that were to be received by the guest(s), will become void and that check writer and included guest(s) will be charged the current cruise rates. The registration will be considered canceled until the NSF fee is paid. All fees must be paid within 15 calendar days of the NSF notice. If not paid within that time period, legal actions will begin.

### **III. COST**

EPE costs are broken down by item.

#### **1) Cruise**

The cost of the cruise is based on the time that the guest registered or the discount provided by EPE. The cost is also based on the type of cabin chosen. All charges, EPE fees, tax, and port charges are included in published price for cabin chosen. Cabin choices are inside, ocean-view, or balcony suites in quint, quad, triple, double, or single occupancy. A guest may upgrade their cabin, but not downgrade (ex: from inside to ocean-view or a triple to a double). Once choices are made they cannot be removed, only added.

#### **2) Insurance**

The cost of the cruise insurance covers an EPE administrative charge and CCL costs. The insurance covers a guest if they have to cancel because of covered injury, illness, or death affecting them, their immediate family, or their traveling companions. The insurance will reimburse guests' non-refundable cruise up to the full amount. The insurance also covers trip interruption, trip delay, baggage protection, medical coverage, and emergency evacuation. Your insurance refund may not cover the markup that includes EPE sponsored events or the Pre-Cruise. Once you have registered for the insurance, you may not cancel it from your cost. The insurance coverage does not take effect until guest has paid the cruise in full and only within thirty (30) days, prior to the sailing.

#### **3) Pre-Cruise Package**

The fee for the Pre-Cruise is based on related services to guests that book with the host hotel. Guests will be responsible for booking their own hotel stay, with the official EPE hotel. Guest will then pay for the EPE Pre-Cruise Package. This package rate includes shuttle service from the Miami International Airport (MIA) to the host hotel. The package will also cover the expo, socials, and official party/show. On the following day, the package will include shuttle service from the host hotel to the Port of Miami.

#### **4) Outside Bookings**

EPE may allow outside bookings. If outside bookings are offered, those guests must pay the fee set by EPE that may be on a sliding scale and random changes. Outside guests may pay for entry into Miami Pre-Cruise events and Bahamas events set at a raised price by EPE.

### **IV. PAYMENTS**

When making payments, you are paying towards all items chosen during your registration. No guest may option to later drop any part of the chosen items to reduce their bill. Payments are due on the 1st of each month. Payments may be made using the US Postal Service to:

**Ebony Pyramid Entertainment**

**Attn.: Cruise Department**

**P.O. Box 76743**

**Washington, DC 20013-6743**

or online at:

[www.EbonyPyramidOnline.com](http://www.EbonyPyramidOnline.com) or [www.PayPal.com](http://www.PayPal.com)

Payment receipt dates will be considered the date of online payment and by the US Post Service (USPS) postmark. Payment receipt date will not be determined by the date on a check or money order. The EPE online payment vendor is Pay Pal (an eBay company) and may be subject to change at any time. Any issues with Pay Pal should be dealt directly with Pay Pal, as EPE has no control over their operations. When making payments on Pay Pal, please use email address of [ebonypyramid@aol.com](mailto:ebonypyramid@aol.com) or [Cruise@ebonypyramidonline.com](mailto:Cruise@ebonypyramidonline.com). When making online payments guests must note who to direct payments to. Guests that use the online payment system will be assessed, a one time, \$25 processing fee that will be added to their account. This will allow guests to use the payment system, unlimited for the payment of the account. The fee will be assessed and added to the account of all guests referenced in a payment (example: if someone is making a payment on behalf of other guests, those other guests will be assessed the fee). EPE will not process any other correspondence noted with payments (i.e., leaving a note in the payment for anything other than about the payment). Guests must submit issues other than payments to the appropriate email account or other EPE contact methods.

### **Monthly Payment Schedules**

*\$50 minimum monthly payment / Single Occupancy \$75 / Balcony Suites \$100*

### **Final balance (Cruise/Pre-Cruise) is due no later than July 13, 2009.**

EPE is not responsible for making payment pickups from guests. It is the ultimate responsibility for guests to ensure payments are received. If guests pay with check-by-mail and it is returned for Non-Sufficient Funds (NSF), that guest is held to the standards previously mentioned under "Deposit". If guest fails to make the payment by the fifteen (15) day deadline they are immediately canceled. In order to restore account, the guest(s) must re-register at the current rate and make all payments with a credit/debit card, money order, or cashier's check. EPE is not required to provide guests with monthly payment statements, but may do so as a courtesy. If a guest makes online payments, they may check their payment history on Pay Pal. For guests that make payments via the postal system with a check, money order, or cashier's check, it is recommended that the guest make copies of the payment and keep a record of the canceled checks. Prior to all guests' final payment, EPE will provide guests with an invoice and statement, so that EPE and the guest can ensure that records are correct, prior to final payment.

### **V. LATE FEES**

Your bill is based on all items chosen. All payments are due on the 1st of each month, unless you are part of a group (which your payments will be due based on your group agreement). EPE will grant a 10-day grace period if payment is not received on the 1st of the month. Payments will be considered late on the 11th of the month. On the 11th of the month a \$25 (twenty-five dollar) late fee is applied to the guest's account. On the last day of the month your payment was due, if the guest still has not made their payment, the guest will be canceled without notice and no type of refund will be given. In order for the guest to be re-instated, they must pay the current rate and no previous payments will be applied.

The Final Payment Date is July 13, 2009 and no grace periods will be given, unless EPE places it in writing to the guests. If any extension is provided, EPE may subject guests to an extension fee that it can establish in any amount. Any extensions are strictly a courtesy on the part of EPE and EPE reserves the right to revoke the offer to any guest, at any time. Otherwise, Final Payment Date is July 13, 2009 and if payment is not received in FULL, the guest will be canceled without refund.

EPE will not access penalties to guests after the Final Payment Date for items that should have been discovered prior to the Final Payment Date.

### **VI. CANCELLATION**

After a guest's initial deposit payment, that guest has 48 hours to cancel with only a \$25 fee being assessed. Guests may cancel at any time. Guest must submit their cancellation request by mail,

fax, or to [Cruise@ebonypyramidonline.com](mailto:Cruise@ebonypyramidonline.com). Requests submitted in any other manner, will not be accepted or processed. If a guest cancels, their non-refundable registration deposit fee will be retained by EPE. The guest's refund will be based on the amount a guest has paid in at the time of their cancellation request, minus the non-refundable deposit rate or any fees.

The refund amount is based on the month a guest cancels. If a guest cancels on the 20th of a month to the end, the guest cancellation request will be considered canceled on that following month. The refund is based on the amount paid in at the time of the request minus any fees or charges and the non-refundable deposit. The amount of refund a guest can receive is as follow:

Prior to Feb. - 90%	June - 25%
February - 80%	July - 10%
March - 75%	August - 5%
April - 65%	September - 0%
May - 50%	October - 0%

*Guest refunds will be provided within 90 days after the acknowledgement from EPE.*

## **VII. TRANSPORTATION TO MIAMI & TO/FROM THE PORT**

EPE is not responsible for providing guest transportation or bookings to Miami. It is recommended that guests arrive a day prior to the cruise. EPE is not responsible for missed or delayed flights that cause guests to miss the Cruise and/or Pre-Cruise events. Transportation to the Port of Miami will only be provided to guests that purchased the Miami Pre-Cruise Package. All other guests must arrange for their own transportation to the Port of Miami. Transportation from the Port of Miami to Miami International Airport (MIA) can be purchased from Carnival Cruise Lines, while onboard the cruise.

## **VIII. PRE-CRUISE**

The Pre-Cruise items apply to those who purchase the item.

### **1) Transportation**

With the payment of the EPE Pre-Cruise Package, guests will receive shuttle transfer service. The shuttle transfer service will pick guests up at the airport (Miami only) and transport them to the host hotel. To receive this service guests must arrive at the airport between 9:00 am – 1:00 pm. No service will be provided after 1:00 pm and it will be the responsibility of the guest to arrange their own transportation to the hotel. In the event of flight delays, EPE will attempt, but not guarantee, to make arrangements and pick up guests until 4:00 pm. After that time, guests must make their own arrangements. On the cruise departure day, shuttle transfer service will provide guests transport from the host hotel to the port. Travel within the city will be the guest's responsibility.

### **2) Host Hotel**

In order to purchase the EPE Pre-Cruise Package, guests must book their own lodging at the host hotel. The rate and booking information will be provided by EPE. To receive the services provided by EPE and to avoid loss of deposit, guests must book their host hotel accommodations, within 10 days after registration. If guest registers before location is announced, guest must book hotel within 10 days after the announcement. On the day of check-in, the hotel will make allowances for guests' check in at 7:00 am. This early check-in time is not a guarantee. All hotel expenses are the sole responsibility of the guest.

## **IX. IDENTIFICATION & BOARDING SHIP**

Each guest must have proper identification to meet U.S. Department of Homeland Security/US Customs standards before they are allowed to board the ship. It is the ultimate responsibility of each guest to meet all passport or document requirements. EPE is not responsible if guests are denied boarding due to failure to meet CCL and/or government requirements.

### ***Cruise Documents (Boarding Passes)***

Hard copy Cruise Documents (tickets) will not be provided to EPE guests. EPE has opted to provide guests with eDocuments (eDocs). EPE will provide Cruise Document/eDoc information to all guests 1-2 weeks prior to the event. The information that will be emailed to guests will consist of the guests' cabin number and Individual Booking Number (IBN).

### **X. ACTIVITIES**

The cost of the Cruise and Pre-Cruise covers the cost of any EPE activities and specials. In order to be a part of these activities or receive these specials, guests must be at designated locations, at designated times. If a guest miss those times or meetings, EPE should not be held at fault. If guests miss an activity that EPE provided passes, souvenirs, or gifts, the guest is not entitled to those items, nor is EPE required to provide them in the aftermath. Guests may also be required to wear special bracelets, have special passes, special marks, or EPE card. If these items are lost, guests must pay a fee for replacements. If guest refuse to wear/receive the proper items or allow EPE to place it on them (in some required instances) then the guest will not be allowed to participate in the event being covered. No guest will be allowed to pickup passes for another guest. *If it is found that an EPE guest is allowing their passes to be used by a non-EPE guest, in means to fraud, the EPE guest will loose all EPE privileges from that point, to possibly include cancellation from the Cruise, if the violation is during the Pre-Cruise.*

### **XI. CONSENT OF PHOTOGRAPHY, VIDEOGRAPHY, AND OTHER MEDIA**

EPE will be documenting this event on film by photography and video. All guests must understand that their attendance to this event consents EPE to photograph, video, or use other media for documenting the event for archives and promotions. Guests must be aware that posing for group photos may subject them to being placed in online advertisements, flyers, handbills, video, or other forms of reprographics. Please, be aware that other guests may submit photos to EPE. So, ensure that individuals are aware of your wishes not to be in EPE promotions. During shows/stage productions, EPE will be video taping the productions. So, guests not desiring to be in the video must ensure that they do not sit up front or approach the stage. In the event that a guest appears in a photograph that is used by EPE for promotions, the guest may request it be removed from promotions, in writing. EPE will attempt to remove the promotion at the earliest time. If the promotion is part of flyer or other printed distribution, EPE may complete all distribution, unless the guest wants to pay to have the promotions re-printed. Video productions will not be edited, it will run as taped. If a guest enters a competition, they are consenting to being photographed or video taped. No one is allowed to photograph or tape this event and sale for a personal profit, without the written consent of EPE.

### **XII. LIABILITY**

EPE will not be held liable for any discrepancies of its contractors. EPE cannot/will not be held responsible for cancellation, re-routing, or schedule changes of the cruise due to "Acts of God"! In this event, guests will only be provided compensation based on the offers made by Carnival Cruise Lines. NO refunds of any sort will be provided by EPE. In the event where an agenda or venue has to be changed, EPE will not be liable to refund any funds to guests. EPE will do its best to rectify any unforeseen situations to the point of a new venue, cutting or adding transportation, or total cancellation.

EPE is not and will not be held responsible for the unlawful acts of its guests. Guests will be held liable for any damages or actions against or to any vendors, fellow guests, or the general public and/or property. Guest acknowledges that it will not name EPE in any suits based on their own unlawful or unjust actions.

### **XIII. RESERVED RIGHT TO CANCEL**

EPE reserves the right to cancel any guest for failure to follow guidelines set forth in the Statement of Understanding. If a guest is canceled the Cancellation Procedures for the guest's refund will apply.

**NOTE** – *Please submit all pages to EPE with your initials on each page and signature on the Signature Sheet and the Insurance Waiver (if applicable). You must be able to verify that you have sent this document. It is recommended that you fax it (202-355-6482) or mail it with a return receipt so that you will be able to verify. Failure to submit this document or not being able to verify it may cause a penalty of \$100.*

***With Understanding,  
Ebony Pyramid Entertainment***



**Ebony Pyramid Entertainment  
Caribbean Cruisin' 2009  
Statement of Understanding  
Version 9.0**

**SIGNATURE SHEET**

- I. Registration**
- II. Deposit**
- III. Cost**
- IV. Payments – FINAL PAYMENT DUE **JULY 13, 2009****
- V. Late Fees**
- VI. Cancellation**
- VII. Transportation to Miami & To/From the Port**
- VIII. Pre-Cruise**
- IX. Identification & Boarding Ship**
- X. Activities**
- XI. Consent of Photography, Videography, and Other Media**
- XII. Liability**
- XIII. Reserved Right to Cancel**

In signing this document, guests are acknowledging that they have read the Statement of Understanding. Guest further agrees that he/ she will not initiate a "Charge-Back" for their credit card/debit card or a "Stop Payment" on any checks because of his/her failure to meet the payment schedule set forth in this document and the Ebony Pyramid Entertainment website. Guest further acknowledge that every payment made is made, in good faith, to Ebony Pyramid Entertainment towards his/her cruise event and individual cancellation does not warrant a refund on all funds paid in. Guest acknowledges that no amounts paid into Ebony Pyramid Entertainment will be challenged for a "Charge Back" using the defense of "services not rendered". In signing this document, the guest is further stating to his/her Credit Card Company and Pay Pal that they understand their obligation and will not initiate any form of "Charge Back" without the consent and/or approval of Ebony Pyramid Entertainment. "I WILL NOT INITIATE A CHARGEBACK!"

\_\_\_\_\_  
Guest Printed Name

\_\_\_\_\_  
Guest Signature

\_\_\_\_\_  
Date



**EBONY PYRAMID ENTERTAINMENT  
CARIBBEAN CRUISIN' 2009  
CARNIVAL CRUISE LINES  
CARNIVAL CRUISE VACATION PROTECTION PLAN  
INSURANCE WAIVER**

\*\*\*\*\*

**THIS FORM IS TO ONLY BE FILLED OUT BY GUESTS THAT DID NOT PURCHASE THE CRUISE INSURANCE.**

YOU WILL NOT BE ISSUED YOUR CRUISE DOCUMENTS UNTIL THIS FORM IS COMPLETED. DELAY IN RECEIVING YOUR CRUISE DOCUMENTS, DUE TO YOUR DELAY IN SUBMITTING THIS FORM, IS NOT THE FAULT OF EBONY PYRAMID ENTERTAINMENT, NEMONS CRUISE & TOURS AGENCY, OR CARNIVAL CRUISE LINES.

**NAME** (LAST, FIRST M.I.)

---

**Insurance Decline Waiver:**

BY SIGNING THIS FORM I AM ACKNOWLEDGING THAT I DECLINE THE CARNIVAL CRUISE VACATION PROTECTION PLAN FOR MY OCTOBER 9 – 12, 2009 SCHEDULED CRUISE ON THE CARNIVAL CRUISE LINE "FUN SHIP" IMAGINATION TO NASSAU, BAHAMAS.

---

SIGNATURE

---

DATE