

TOUR AGREEMENT

GROUP AND TOUR INFORMATION

Group: **DAVIS HIGH SCHOOL**
Tour Number: **38221**
Tour Name: **10 Day Davis Women's Choir including World Choir Games**
Tour Dates: **July 2 – 11, 2020**

PAYMENTS AND CONDITIONS, Group Agrees to the Following:

1. To provide its own leader and chaperones to set the rules and to supervise the behavior and welfare of the tour participants.
2. To have all payments and all required documents to American Classic Tours as per the Payment & Deadlines Schedule on the following page.
3. Late payments will incur a \$100 fee. Payments received within 30 days of departure will incur an additional \$75 to cover late processing fees.
4. Cancellations occurring more than 120 days prior to departure will result in a full refund less any non-refundable amounts paid to suppliers to confirm your reservations.
5. Cancellations occurring 119-60 days prior to departure will result in a cancellation fee equal to the initial deposit plus any non-refundable additional amounts paid to suppliers to confirm your reservations.
6. Cancellations occurring from 59 days up to 31 days prior to departure will be assessed cancellation fees of 20% of the Tour Cost and any non-refundable amounts paid to suppliers to confirm your reservations.
7. Cancellations occurring within 30 days of departure will receive no refunds.
8. To the Group Terms and Conditions attached hereto as Exhibit "A".
9. To the Tour Inclusions attached hereto as Exhibit "B".
10. Group understands that American Class Tours will require participants or their parent or guardian to agree in writing to its Participant Terms and Conditions attached hereto as Exhibit "C".
11. Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to this Tour Agreement, to the brochure, or any other information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in New York City, New York in accordance with the rules of the American Arbitration Association then existent.
In any such arbitration, the substantive (but not procedural) law of New York will apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

TOUR COST

The following Tour Cost is based on a minimum of 28 paying participants, and 2 Free Tour Leaders. A change in this configuration will affect the tour cost.

Rate Type:	Double	Single
Per person cost:	\$3,495	\$4,280
Add Trip Cancellation Insurance:	+\$108.00	+\$121.00
Add Trip Cancellation Insurance with Cancel for any Reason:	+\$182.00	+\$182.00

- This agreement is accurate as of today, **September 23, 2019** and is subject to availability and revision without notice when owing to circumstances beyond the control of American Classic Tours & Music Festivals up until final payment is received.
- Tour Cost includes all items as per the attached Tour Inclusions section (Exhibit "B").
- The cost of the program is based on the value of the Euro as of today, **September 23, 2019**. In the event of a change, we reserve the right to adjust the land cost accordingly up until final payment is received.
- Airfare taxes and fuel surcharges are subject to a possible increase until final payment is made. Baggage fees are not included.
- The Tour Cost may be adjusted any time after the signing of this agreement as a result of requested or required changes (e.g. based on supplier availability) to the Tour Inclusions, itinerary or group size. Any changes to the Tour Cost will be reflected on Group's final invoice.
(This will depend on what the group chooses and will have to adjusted accordingly)
- Post Departure insurance, which will give each participate the benefits in the attached flyer, will be purchased on behalf of all travelers (or participants) by American Classic Tours & Music Festivals at no additional cost:
 - Trip Interruption: Up to \$500 reimbursement for return airfare increase.
 - Trip Delay: Up to \$750 (\$150/day) if delayed over 6 hours.
 - Missed Connection: - 3 hours, \$500.
 - Baggage/Personal Effects: Up to \$1500.
 - Baggage Delay: Up to \$400 if delayed over 24 hours.
 - Accident and Sickness Medical Expense: Up to \$25,000 (excluding pre-existing conditions).
 - Emergency Evacuation and Repatriation: Up to \$250,000.
 - Worldwide 24/7 Emergency Assistance Hotline.
- Group agrees that any changes to the Tour Cost will not affect any other clause in this Tour Agreement and any and all agreements contained in this Tour Agreement will remain in full force and effect.

PAYMENT AND DEADLINE SCHEDULE

Due Date	Description	Payment Total
Upon Acceptance	Signed Agreement	N/A
October 17, 2019	Booking Deposit – non-refundable	\$ 250.00 per person
November 17, 2019	Additional Payment	\$540 per person
January 17, 2020	Additional Payment	\$540 per person
February 17, 2020	Additional Payment	\$540 per person
March 17, 2020	Additional Payment	\$540 per person
April 17, 2020	Additional Payment	\$540 per person
May 17, 2020	Final Payment	\$545 per person

All deposits are due on or before their due dates in order to secure all reservations and costs as outlined in this agreement.

Authorized Signature, **Davis High School**

Date

Printed Name

Authorized Signature, **American Class Tours & Festivals**

Date

Maureen Noonan
Operations Manager

Exhibit "A"

GROUP TERMS AND CONDITIONS

Responsibility Clause: American Classic Tours., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, American Classic Tours) does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, motorcoach or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, American Classic Tours is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, American Classic Tours is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services resulting from, but not limited to, acts of government, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of American Classic Tours.

Changes in Hotels or Itinerary: Changes in hotel or itinerary may be made at the discretion of American Classic Tours or your local ground operator as it or they deem necessary or desirable.

Alcohol/Drug Policy: American Classic Tours has a zero-tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the trip. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home and waives any claim for any refund of any portion of the trip cost.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, university, college, school or school district, or a cancellation is caused for any other reason beyond the control of American Classic Tours, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by American Classic Tours and the non-refundable booking deposit.

Miscellaneous: Trip participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing United States Department of State warnings and advisories (<https://travel.state.gov/content/passports/en/alertswarnings.html>), Centers for Disease Control and Prevention warnings and advisories (<https://wwwnc.cdc.gov/travel/notices>) and other advisories or warnings, etc. American Classic Tours reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip.

These terms and conditions can be changed only pursuant to a writing signed by an officer of American Classic Tours.

Privacy: American Classic Tours retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matter whatsoever which relates to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

Photo Release: American Classic Tours reserves the right to take photographic, video, audio or film records on any program. I understand that American Classic Tours may use any photographs, video, audio or film records it takes or receives from participants (including, but not limited to, images it receives via email, Facebook, Twitter, Instagram, PhotoVision, etc.) or which are directed to it in any media, for its own promotional and/or commercial purposes as well as for approved use by third-parties with whom American Classic Tours may engage in joint marketing, all without any remuneration to me. I hereby assign all right, title and interest I may have in or to any and all media in which my name or likeness might be used by American Classic Tours.

Mobile Applications: American Classic Tours., from time to time, may provide a mobile application for use on participants' cell phones and/or on those of their parents or other designees, which convey information concerning the trip and various onsite points of interest, restaurants, etc. American Classic Tours makes no warranty as to the accuracy of any of said information, including trip specific information as well as information concerning possible attractions at destinations, etc.

Seller of Travel Laws: American Classic Tours complies with all applicable state seller of travel laws and has registered as follows: **Arizona** Exemption as an ARC Travel Agency #33515285 **California** (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account. **Florida** Exemption as an ARC travel agency #33515285 **Hawaii** Travel Agency Registration TAR6263 **Iowa** Travel Agency #538 **Oregon** Registry #313609-93 **Washington** Seller of Travel Reg. #602 052 263

Exhibit "B"

TOUR INCLUSIONS

Transportation:

Air¹:

Airline	Flight Number	Date	Departure/Arrival City	Departure/Arrival Time
Air France	85	July 2, 2020	San Francisco/Paris	8:25p/4:20p
KLM	603	July 11, 2020	Amsterdam/Los Angeles	12:45p/2:55p
Delta	2803	July 11, 2020	Los Angeles/San Francisco	5:00p/6:35p

Motorcoach:

Date	Description
July 3, 2020	Arrival transfer upon arrival airport/hotel. Evening Panoramic tour of Paris.
July 4, 2020	Guided visit with admission to the Louvre Museum. visit Sainte-Chapelle and walk to view Notre Dame. AFTERNOON: PERFORMANCE AT THE AMERICAN CATHEDRAL IN PARIS (OR SIMILAR).
July 5, 2020	Transfer from the hotel to the rail station. Arrival transfer will be provided by the Festival Program from the rail station to the selected hotel.
July 6, 7, 8	Performance and competitions as part of the festival package as well as accommodations and service.
July 9, 2020	Pick up at a point to be determined and transfer to Bruges. Sightseeing tour and visit of the Church of Our Lady. Bruges Canal boat tour. Admission to the Belfry Tower. Continue to Amsterdam area.
July 10, 2020	Morning Amsterdam canal boat cruise and visit to Anne Frank House. This Afternoon Performance opportunity at Westerkerk Church or similar.
July 11, 2020	Departure transfer from the hotel to the airport for the departure flight.

Train:

Date	Description
July 5, 2020	Eurostar TRAIN from Paris to Brussels – 2 nd class

Accommodations:

¹Airfare taxes and fuel surcharges are subject to a possible increase until final payment is made. Baggage fees are not included.

Hotel Name	Location	Check-In	Check-Out
Andre Latin or similar	Paris	July 3, 2020	July 5, 2020
World Choir Games Package 2 – 3 * accommodations	Flanders	July 5, 2020	July 9, 2020
Amsterdam area (tba)	Amsterdam	July 9, 2020	July 11, 2020

Admissions and Tours:

Date	Description
July 3 or 4	Admissions: Arc de Triomphe, Louvre Museum and Sainte Chapelle
July 4, 2020	Day Pass, Public Transportation with tour manager assistance.
July 9, 2020	Church of Our Lady Bruges, Belfry Tower, Canal Cruise
July 10, 2020	Amsterdam Cruise, Anne Frank House

Organization and Concert Promotion:

Date	Description
July 4 and July 9, 2020	Paris and Amsterdam

Meals:

Date	Description	Meals
July 4 – 11, 2020	Breakfast daily	• Breakfasts: 8
July 4, 2020	2 course Lunch	• Lunches: 1
July 3, 4, 9 & 10, 2020	Dinners	• Dinners: 4
4 meals as part of the festival package	(lunch or Dinner)	

Taxes/Assistance:

- All Taxes and service fees are included for items and services indicated above.
- Assistance of American Classic Tours & Music Festivals partner office as needed.
- Full time guide in Paris from arrival to departure. Full time guide in Amsterdam from arrival to departure.
- On-site support from the festival team while participating in festival activities.

- *** Items not included:**

- Visa and processing fees.
- Expenses and items not specifically mentioned in the itinerary.
- Taxes and service charges other than those prepaid items indicated above.
- Items of a personal nature, such as beverages, laundry, baggage fees, souvenirs, etc. except where noted.

Additional Information:

- A valid passport (not included in price) is required for this tour.
- Please note that all passengers require at least 2 blank consecutive pages in their passports and passports should be valid for at least 6 months after departure.

Exhibit "C"

PARTICIPANT TERMS AND CONDITIONS²
FOR PARTICIPANT BILLING ONLY

Tour Price: Tour Price is based upon the features of your tour and a minimum number of travelers. A change in the tour features or number of Tour Participants may cause the Tour Price to increase, and therefore the payment schedule to change. In addition, an increase in supplier costs (e.g., fuel or energy surcharges, tax increases, etc.) may cause the Tour Price, and therefore the payment schedule to change.

Deposits and Payments: Your completed Registration Form and initial, non-refundable booking deposit are due by the date indicated on the Registration Form. After registering you will receive an invoice detailing your payment options. You may pay the remaining balance in full, or you may take advantage of our installment plan. There is a \$25 charge for late payments and returned checks.

Cancellations and Refunds: All cancellation notices and requests for refunds must be in writing and mailed to American Classic Tours, 4243 E. Piedras Dr., #155, San Antonio, TX 78228 postmarked no later than your departure date. Refunds take approx. 4-6 weeks to process.

Standard Cancellation Policy: Cancellations occurring more than 120 days prior to departure will result in a full refund less any non-refundable amounts paid to suppliers to confirm your reservations. Cancellations occurring 119-60 days prior to departure will result in a cancellation fee equal to the initial deposit plus any non-refundable additional amounts paid to suppliers to confirm your reservations. Cancellations occurring from 59 days up to 31 days prior to departure will be assessed cancellation fees of 20% of the Tour Cost and any non-refundable amounts paid to suppliers to confirm your reservations. Cancellations occurring within 30 days of departure will receive no refunds.
In all cases, any non-refundable fees such as installment fees returned check and/or late payment fees will be added.

Responsibility Clause: American Classic Tours, its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, American Classic Tours) and your sponsor, chaperones, if applicable, and its and their employees (collectively, "Sponsor"), do not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, motor coach or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result American Classic Tours (Sponsor) is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, American Classic Tours (Sponsor) is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services resulting from, but not limited to, acts of government, acts of force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of American Classic Tours or Sponsor.

Changes in Hotels or Itinerary: Changes in hotel or itinerary may be made at the discretion of American Classic Tours, your Sponsor or your local ground operator as it or they deem necessary or desirable.

Alcohol/Drug Policy: American Classic Tours has a zero-tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the trip. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home and waives any claim for any refund of any portion of the trip cost.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of American Classic Tours, tour participants will be entitled to a refund of monies paid less non-recoverable expenses prepaid or incurred by American Classic Tours and the non-refundable booking deposit

Privacy: American Classic Tours retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matter whatsoever which relates to participant or participant's trip. These rights transcend any and all privacy regulations that may apply.

Photo Release: American Classic Tours reserves the right to take photographic or film records of any program. American Classic Tours may use such records for promotional and/or commercial purposes without limitation, without liability and without payment of any fees.

Medical Proxy: You must submit to your Tour Organizer a complete and accurate Health History and Medical proxy. Any medical or physical conditions that chaperones should know or that may interfere with your participation on the Tour or with others on the tour must be stated on your Form. I authorize the adults on my tour to obtain emergency treatment as deemed necessary by medical professionals. I understand that I

² The Terms and Conditions in Exhibit "C" is not a binding agreement between the group and Contemporary Tours. Exhibit "C" is meant to inform the group of what American Classic Tours & Music Festivals requires participants or their parent or guardian to agree to as a condition for participating on the tour.

am solely responsible for my pre-program, program, and post-program medical care in all respects, including, but not limited to, obtaining and taking necessary medication(s), vaccinations and any other medical care and treatment. I certify that I will consult a physician qualified in travel medicine, immunizations and infectious/tropical diseases prior to my trip departure. American Classic Tours may attempt to bring a participant to a medical facility for emergency treatment but is not responsible for any negligent or unsuccessful treatment thereof.

Binding Arbitration: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my trip, or the trip itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§ 1-16, either according to the then existing Commercial Rules of the American Arbitration Association (AAA) or pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in Mineola, NY. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury.

Miscellaneous: Trip participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing United States Department of State warnings and advisories (<https://travel.state.gov/content/passports/en/alertswarnings.html>), Centers for Disease Control and Prevention warnings and advisories (<https://wwwnc.cdc.gov/travel/notices>) and other advisories or warnings, etc. American Classic Tours reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip.

American Classic Tours reserves the right to decline to accept or retain any person as a member of any trip. Participants are expected to exercise sound judgment, caution and consideration for people, places, and things while on the trip and to be attentive and responsive to the guidelines set forth by the trip leader(s) and American Classic Tours. Failure to do so in a manner that may affect the welfare of the participant, the operation of the trip and/or the well-being of others, in the judgment of American Classic Tours or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. American Classic Tours reserves the right to cancel any trip with its sole obligation to refund all monies received by it for the trip. These terms and conditions can be changed only pursuant to a writing signed by an officer of American Classic Tours.

10 Day Paris, World Choir Games and Amsterdam July 2 – 11, 2020

Especially Prepared for:

DAVIS HIGH SCHOOL WOMEN'S CHOIR



ITINERARY

DAY 1 Thursday, July 2, 2020

San Francisco

(Meals: Per Airline)

- Check in at San Francisco International Airport.
- Depart on Air France flight 85.

DAY 2 Friday, July 3, 2020

Paris

(Meals: Per Airline)

- Arrive Paris.
- Clear French Immigration and Customs.
- After customs, meet your tour guide. She will wait for you with a sign "DAVIS HIGH SCHOOL". Transfer to the city center and check into your carefully selected hotel.
- A Group "Welcome" dinner will be provided.
- Afterwards enjoy an evening Orientation tour of Paris with your local guide.
- Overnight Paris.



DAY 3 **Saturday, July 4, 2020**

Paris

(Meals: B,)

- Breakfast at your hotel.
- Using your public transportation pass with the help of the local guide visit the Louvre Museum. Enjoy a guided visit.
- Lunch will be provided.
- In the afternoon visit Sainte-Chapelle, then walk to view Notre Dame.
- Later in the afternoon the Davis HS Choir will perform to the public at the American Cathedral in Paris or similar.
- Group Dinner will be provided.
- Overnight Paris.

DAY 4 – **Sunday, July 5 –Wednesday, July 8, 2020** **Paris/Brussels**

DAY 7 (Meals: B)

- Breakfast at your hotel and check out.
- A transfer will be provided to the rail station.
- Depart Paris for Brussels.
- Upon arrival the World Choir Games organization will send a transfer vehicle.
- A transfer will be provided to your accommodations.
- World Choir Games:
 - Participation in your chosen activity/activities A, B or C
 - Scheduled stage rehearsal(s).
 - Placement in additional rehearsal space “as available”.
 - Complimentary copy of the official juror's evaluation documents (one per choir).
 - Qualification certificate, indicating your choir – according to your results – to perform in future INTERKULTUR events.
 - Complimentary copies of the official program book.
 - Access pass for use on all designated public transportation in and between the host cities of Antwerp and Ghent.
 - Competent assistance at your performances.
 - Official event pass.

DAY 8 **Thursday, July 9, 2020**

Flanders/Bruges/Amsterdam (area)

(Meals: B)

- Breakfast at your hotel and check out.
- A transfer will be provided to Bruges.
- Enjoy a sightseeing tour of Bruges including a visit of the Church of Our Lady.
- Enjoy a canal boat cruise.
- Entrance to the Belfry Tower to climb the 366 steps.
- Continue to your accommodations in the Amsterdam area.
- A group dinner will be provided this evening.



DAY 9 **Friday, July 10, 2020**

(Meals: B)

Amsterdam

- Breakfast at your hotel.
- Morning transfer to Amsterdam.
- Board your canal cruise of Amsterdam
- Visit the Anne Frank House.
- In the afternoon a performance opportunity at Westerkerk Church or similar (subject to availability at confirmation).

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DAY 10 **Saturday, July 11, 2020**

(Meals: B)

Depart

- Breakfast at your hotel and check out.
- A transfer will be provided to the airport.
- Depart Amsterdam on KLM flight 603.
- Arrive Los Angeles.
- Depart Los Angeles on Delta flight 2803.
- Arrive San Francisco.
- *Welcome Home*



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