

**CONTRACT NAME: AGREEMENT BETWEEN MUSIC CELEBRATIONS
INTERNATIONAL, L.L.C. AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is to provide travel and accommodations for the Davis Senior High School Madrigal students. Airline transportation, coach transportation, instrument transportation, concert arrangements, hotel accommodations, meals, entrance fees, tour itineraries, tour management, excursions, gratuities, liability and travel insurance are covered in the cost of this agreement.

The madrigal students are performing at the Rome Vatican Tour/Florence International Choral Festival in Italy. The trip is scheduled July 5, 2019 through July 13, 2019.

FISCAL IMPACT: Donations fund the expenses for this trip.



Music Celebrations International, L.L.C.

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info@musiccelebrations.com

October 22, 2018

Dr. Karen Gardias
Davis High School Madrigal Singers
315 West 14th Street
Davis, CA 95616

This Letter of Agreement, regarding travel and accommodation, as set forth below and in Exhibits A through D incorporated within, is made by and between Music Celebrations International, L.L.C. ("MCI"), an Arizona Corporation, and Davis High School Madrigal Singers ("Client").

MCI will reserve space for 58 passengers. Monthly statements are automatically adjusted as the group size increases or decreases. Any changes in total numbers may affect the price because it alters the number of participants per motorcoach. Tour cost is based on prices in effect on October 19, 2018, and is subject to change. Tour cost is based on group check payments and subject to an increase if paid individually or by credit card. Every effort is made to minimize or eliminate any increase. If tour price increases more than 10% of total cost (excluding cost increases due to reduced numbers), Client may cancel with full refund, subject to Section 4 of the Terms and Conditions.

EXHIBITS

- Exhibit A: Cost Estimates
- Exhibit B: Cost Inclusions & Exclusions
- Exhibit C: Payment Schedule and Cancellation Schedules
- Exhibit D: Terms & Conditions

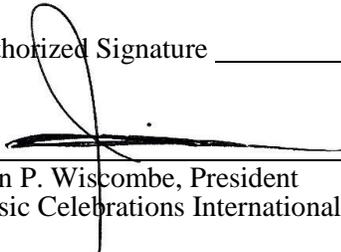
This Agreement is not deemed effective unless accepted by MCI, below, and is subject to all exhibits which follow and which are incorporated herein. No verbal representations or Agreements are binding unless included in writing with this Agreement. By signature below, Client acknowledges that it has read and understands the contents of this Agreement and agrees to be bound by all documents incorporated within.

ACCEPTANCE OF AGREEMENT: All of the terms of this contract are considered accepted by the group 30 days after MCI receives the first deposit, whether or not this Letter of Agreement is eventually signed by either party.

AUTHORIZATION

By signing this form, and if traveling by scheduled air carrier and/or motorcoach arranged by Music Celebrations International (MCI), Client understands supplemental fees, exchange rate fluctuations, fuel surcharges, or tax increases, may be imposed by a supplier or by government fiat after the point of registration. Client further acknowledges that it may be charged additional sums by MCI to offset these possible fluctuations in cost. Client hereby consents to any post-purchase price increases and authorizes MCI to charge for such additional amounts when necessary. Lastly, Client agrees to all Terms and Conditions attached hereto.

Authorized Signature _____ Date _____



John P. Wiscombe, President
Music Celebrations International, L.L.C. Date 22-Oct-18

MUSIC CELEBRATIONS INTERNATIONAL
Cost Estimates

DAVIS HIGH SCHOOL MADRIGAL SINGERS

JULY 5 – 13, 2019

With Round-trip Airfare from: <u>San Francisco Airport, CA</u>	<i>Airfare Season*</i>	<i>55-59 Paying (+2 free)</i>	<i>50-54 Paying (+2 free)</i>	<i>45-49 Paying (+2 free)</i>	<i>40-44 Paying (+2 free)</i>
TOUR #2 (7 nights/9 days) ROME, FLORENCE	High	\$3,874	\$3,939	\$3,935	\$4,026
Land Only (self-arranged air)		\$2,331	\$2,396	\$2,392	\$2,483

*Travel season dates are generally as follows: Low (24Dec-31Mar, 01Apr-06Apr, 29Oct-14Dec, 24Dec-22Mar); Shoulder (16Dec-23Dec, 07Apr-11May, 20Aug-28Oct, 15Dec-23Dec, 23Mar-31Mar); High (12May-30Jun, 01Jul-19Aug); *Travel seasons are subject to change without notice from the airline.**

All prices are per person and are based on the number of paying participants in each 49-passenger motorcoach staying in double occupancy. Airline surcharges for weekend (Fri, Sat, or Sun) and holiday travel may apply.

The costs vary, depending upon the total number of paying participants sharing certain fixed overhead costs which include *chartered motorcoach, Tour Manager, guides, free trips, concert costs*, etc. Please consult the Cost Inclusions (located on the following page) which have been used as the basis for our offer.

These costs are based on group payments made by organization check or cash-equivalent to qualify for our lowest discounted prices. If you choose to have MCI handle the accounting and payment processing for each individual on tour, a 3% accounting fee applies. All tour prices quoted for transportation and land arrangements herein are based on rates (including foreign exchange rates) in effect at the date of this offer and are subject to change. Adjustments may be made if the exchange rate varies more than 5%.

MUSIC CELEBRATIONS INTERNATIONAL
Cost Inclusions, Exclusions & Payment Schedule
DAVIS HIGH SCHOOL MADRIGAL SINGERS

JULY 5 – 13, 2019

COST INCLUSIONS

- **AIRLINE TRANSPORTATION:** Round-trip transportation by scheduled airline carrier. Air fares are subject to change pending space availability at the time of group booking.
 - Includes up to \$550 for U.S. Government airline taxes, fees, and estimated fuel surcharge.
- **COACH TRANSPORTATION:** Local modern deluxe motorcoach transportation within Europe upon arrival and available for the entire tour.
- **INSTRUMENT/EQUIPMENT TRANSPORTATION:** Additional instruments and/or equipment will be transported in the storage area underneath the motorcoach.
- **CONCERT ARRANGEMENTS:** All performance and workshops are professionally provided in superior venues with attention to technical details and effective publicity. All venues mentioned in this quote are used as reference only and are subject to confirmation.
- **LEONARDO DA VINCI INTERNATIONAL CHORAL FESTIVAL:**
 - 4 overnights in 4 star hotel in Florence.
 - 4 dinners in Florence restaurants (3 course meal).
 - Money prizes and special prizes.
 - Evening concerts in prestigious venues & final concerts with prearranged program conducted by renowned conductors.
 - Stage rehearsals in all venues & free entrance to concerts and competition.
 - Grand piano in every possible venue.
 - Professional video and audio recordings.
- **ACCOMMODATIONS:** Hotel accommodations in superior tourist-class (3 & 4-star) hotels chosen for location, reputation, cleanliness, and service. The price is based on double occupancy, all rooms with private facilities. All hotels mentioned in this quote are used as reference only and are subject to availability at group rates at the time of booking. This offer is based on staying at the following accommodations, or similar:

Rome: *Hotel Roma Aurelia Antica*
Florence: *TBD (Arranged through Festival)*
- **MEALS:** Meals as noted in the Tour itinerary.
- **ENTRANCE FEES:** The following Entrance fees are included:
 - Rome Coliseum & Forum, Vatican Museum, St. Peter's Basilica
- **TOUR ITINERARIES:** Electronic versions of the tour itinerary are available listing hotel addresses, telephone and websites.
- **TOUR MANAGEMENT:** One full-time, multi-lingual Tour Manager will be on each motorcoach through the entire tour. MCI's European office staff is easily available 24 hours daily (even on weekends) to render assistance whenever needed.
- **EXCURSIONS:** Conducted by licensed, professional guides as outlined in the day-by-day Tour itinerary.
- **GRATUITIES:** Tips to hotel personnel (including meals) are included. Tips to tour manager(s), licensed guides, and motorcoach driver(s) are not included.
- **EACH PARTICIPANT RECEIVES:**
 - 1 Flight bag • 2 Luggage tags • 1 Souvenir Photo Video • 1 Souvenir T-shirt
- **TRAVEL NOTES:** Pre-departure Travel Notes are available to each participant containing useful information about travel preparation, destination information, useful packing and cultural conditioning suggestions.
- **FREE TRIPS:** Two free trips (based on double occupancy).
- **LIABILITY INSURANCE:** \$3M MCI Tour Liability Insurance coverage.
- **TRAVEL INSURANCE:** Individual insurance coverage is included in all MCI programs with MCI arranged airline transportation.

Summary of coverage:

• \$10,000 – Travel Accident	• \$1,000 – Medical Expense
• \$300 – Baggage Coverage	• \$600 – Trip Cancellation/Interruption/Delay

MUSIC CELEBRATIONS INTERNATIONAL
Cost Inclusions, Exclusions & Payment Schedule
DAVIS HIGH SCHOOL MADRIGAL SINGERS

JULY 5 – 13, 2019

COST EXCLUSIONS

- Travel Visa for non-U.S. passport holders.
- Tips to Tour Manager(s), city guides and motorcoach driver(s).
- Instrument / equipment rental & cartage, if needed.
- Concert programs, if needed.
- Transportation to and from San Francisco Airport.
- Drinks at dinners.
- Meals as noted in the Tour itinerary.
- Airline luggage fees, if applicable.
- Difference between current and actual costs for the airline taxes and the estimated fuel surcharge, if applicable.

PAYMENT SCHEDULE

\$200 per person (non-refundable)Due: November 15, 2018
\$500 per person.....Due: December 15, 2018
\$750 per person.....Due: February 15, 2019
\$750 per person.....Due: March 15, 2019
Final Payment (remaining balance)Due: April 15, 2019

CANCELLATION SCHEDULE

\$200 per person (non-refundable).....Penalty Begins: November 15, 2018
10% per person, of total tour costs.....Penalty Begins: January, 2019
25% per person, of total tour costs.....Penalty Begins: March 1, 2019
50% per person, of total tour costs.....Penalty Begins: April 1, 2019
100% per person, of total tour costsPenalty Begins: April 20, 2019

*Amount penalized is % of the **total tour cost**, not % of what has already been paid.*

Please note that the above payment and cancellation schedule is based on the initial deposit date as well as subsequent on-time payments and can be modified with your input and feedback.

MUSIC CELEBRATIONS INTERNATIONAL

Terms & Conditions

DAVIS HIGH SCHOOL MADRIGAL SINGERS

JULY 5 – 13, 2019

1. PAYMENT TERMS

- 1.1 **Payment.** Client shall pay MCI in accordance with the Payment Schedule as set forth in the Initial Terms on or before the due date set forth therein.
- 1.2 **Additional Deposits.** From time to time, additional deposits, over and above those set forth in the Payment Schedule, may be required to guarantee space or fares. These additional deposits shall be made by Client to MCI within thirty (30) days of request by MCI for payment of such additional deposits. The necessity of such additional deposits is to be determined by MCI in its sole discretion, after consultation with Client, and may result from such circumstances as traveling during peak periods, necessity for deposits due to the unique nature of the facilities, or any other purpose deemed appropriate by MCI.
- 1.3 **Failure to Make Payments.** In the event that the Client does not make payments (1) as set forth in the Payment Schedule, or (2) as additional deposits are requested by MCI, Client is in breach of this Agreement, it being understood by Client that MCI has expended time and resources to facilitate the Event and has reserved certain space or fares which MCI may be unable to reschedule. Upon any breach or default of this Agreement, by failure to make payments, or otherwise, Client is subject to the cancellation provisions set forth below and MCI is free to attempt to reschedule the space or fares. MCI may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, Client agrees that all late payments, if accepted by MCI, will be charged a late fee of one and one-half percent (1 ½ %) of the unpaid balance per month.

2. DUTIES AND OBLIGATIONS OF MCI

The following duties and obligations, and exclusions, of MCI are the only such duties and obligations which are to be undertaken by MCI pursuant to this Agreement.

- 2.1 **Services Supplied by MCI.** As part of this Agreement, MCI agrees to supply the services and accommodations offered to the Client on the terms provided herein. MCI reserves the right to use any photos submitted to Group Travel Video's for promotional purposes as it sees fit.
- 2.2 **Services Excluded by MCI.** All services and items not specifically included in the tour, as set forth above, are not covered by the Payment Schedule and must be paid by Client separately. These services and items include, but are not limited to, the following: tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions, and coach driver and guide/escort gratuities.

3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

- 3.1 **Limitation on Liability of MCI.** As to all services furnished by MCI, including air and motorcoach transportation, MCI, its agents and cooperating organizations expressly disclaim all responsibility and/or liability of any nature for loss, damage or injury to property or person due to any cause whatsoever occurring during a tour under their management, except the gross negligence of MCI, its agents or cooperating organizations. All tickets, coupons and orders are issued subject to the foregoing and to the terms and conditions under which transportation and/or other services provided hereby are offered and/or supplied.
- 3.2 **Client's Indemnification.** Client shall hold MCI harmless from, indemnify and defend MCI against any and all claims or liability for any injury (including death) or damage to any person or property whatsoever occurring during the tour, or any part thereof, when such injury or damage has been caused in part or in whole by the act, neglect, fault, or omission of Client, its agents, servants, employees, or invitees. The provisions of this Paragraph shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

4. CANCELLATION

Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section.

- 4.1 **Cancellation Schedule.** Subject to the terms of the remainder of this Section, and provided that Client has made all payments required under the Payment Schedule set forth in the Initial Terms, Client may cancel this Agreement by providing written notice of the cancellation to MCI in accordance with this Agreement. Upon providing such notice, Client is entitled to return of deposits, if any, in accordance with the Cancellation Schedule set forth in the Initial Terms.
- 4.2 **Limitations on Cancellation.** Notwithstanding the provisions of the preceding Section, upon providing notice of cancellation to MCI, Client shall not be entitled to refund of deposits which have been used by MCI to reserve space or fares if the deposits for space or fares are non-refundable to MCI from the providers. Further, in the event that the payments made by Client are less than the amounts paid by MCI to reserve space or fares which are non-refundable to MCI, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to MCI for the amount which is the difference between Client's payments and the amount which is non-refundable to MCI. Client shall remain liable to MCI for any actual damages to MCI resulting from Client's cancellation of the Agreement.

5. DEFAULT AND CANCELLATION

Client may be deemed to be in default under this Agreement for occurrence, but not limited to, any of the following:
Failure to pay the payments when due;

MUSIC CELEBRATIONS INTERNATIONAL

Terms & Conditions

Violation of any provision of the rules and regulations of MCI;

Failure to communicate or cooperate with MCI in arranging the tour as set forth in this Agreement.

Upon any breach or default of this Agreement, by failure to make the Final Payment, or otherwise, Client is subject to the cancellation provisions herein and MCI is free to attempt to reschedule the space or fares. MCI may, in its sole and absolute discretion, allow the Client to remedy the breach by making any payment, or by otherwise performing as required.

6. JURISDICTION AND GOVERNING LAW

Any dispute regarding formation, performance or breach of this Agreement shall be resolved in the Superior Court of Maricopa County, Arizona, and the parties, including Client, agree to submit to the jurisdiction of that Court. Client specifically agrees that all disputes arising from or interpretations of this Agreement shall be resolved in accordance with Arizona law.

7. ATTORNEY'S FEES

In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

8. WAIVER

No waiver by MCI of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. MCI's consent to or approval of any act by Client requiring MCI's consent or approval shall not be deemed to render unnecessary the obtaining of MCI's consent to or approval of any subsequent act of Client.

9. NOTICES

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

10. INTEGRATION AND AMENDMENTS

The provision of this Agreement, including these Terms and Conditions and any Rules and Regulations of MCI, supersede any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. Specifically, any information found in any advertising brochure is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

11. ACTS OF GOD

If the tour is canceled by reason of any Act of God, such as war, labor dispute, martial law, state of emergency, earthquake, or the like, Client shall have the option of (1) taking a refund pursuant to the provisions for cancellation above, or (2) selecting an alternate program through MCI.

12. TRAVEL CONDITIONS

12.1 Hotels. Hotel standards are outlined in "Cost Inclusions & Exclusions." Each room has private facilities, including shower or bath. A supplement surcharge is applicable to participants in non-standard accommodations.

12.2 Fluctuations, Substitutions with group. Substitutions are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available at that time with all efforts being made by MCI to keep the new person at the group rate. A cancellation penalty may apply for reduction in numbers greater than 20%.

12.3 Rooming List and Late Changes. Rooming lists must be received by MCI no later than 120 days prior to departure. Late changes in the rooming list, including name changes, additions and deletions are subject to a "late change" penalty of \$25.00 per person. This charge covers the costs of administrative expenses, long distance telephone calls, over-night mail charges, etc.

12.4 Flight Arrangements: Flights to be provided by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of MCI. The operators providing transportation are not to be held responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. Tour participants agree that MCI has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motorcoach transportation.

The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If a flight or transfer by motorcoach or train is missed, the participant is responsible to make arrangements for and to pay the cost of rejoining the group.

12.5 Not Included in Tour. Items not specifically included in the tour are not covered in the price of the tour. These items include: tips to tour manager, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions

12.6 Special Equipment and Excess Luggage Needs. Special technical equipment (including musical instruments) above normal luggage capacity and the transportation for such equipment is not included in this price. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length+ width + height) is subject to excess charges.

13. REFUNDS

Refunds from Music Celebrations International will be paid in the form of a check. Please allow 4-6 weeks for processing of any refunds to group or individual.