

**CONTRACT NAME: AGREEMENT BETWEEN JETBLUE AIRWAYS CORPORATION AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This is the group travel agreement, for one way travel, with JetBlue Airways for the Davis Senior High School Jazz Choir trip to New York City in February 2020.

**FISCAL IMPACT:** The cost of the field trip travel is covered by donations.

## JetBlue Airways Domestic Group Booking Terms

### GROUP DAVIS HIGH SCHOOL JAZZ CHOIR

Thank you for choosing JetBlue for your group travel! JetBlue looks forward to welcoming your group onboard. This agreement (the "Agreement") is entered into between the group indicated on the signature page below ("you" or "your") and JetBlue Airways Corporation ("JetBlue") and contains the JetBlue Group Terms (the "Group Terms") along with schedule of fares, including relevant date/time information, route information, restrictions and other pertinent information as set out on the signature page below. Please review, sign, and fax the executed copy of this Agreement to JetBlue at +1-801-449-2571 and/or email the signed copy of these to [jetbluegroups@jetblue.com](mailto:jetbluegroups@jetblue.com).

JetBlue's Contract of Carriage, as amended from time to time, which is available on [www.jetblue.com](http://www.jetblue.com), (the "Contract of Carriage") applies to your booking. Please note that only when there is a conflict between this Agreement and the Contract of Carriage, this Agreement takes precedence over the terms of the Contract of Carriage. Please read the Contract of Carriage and the Group Terms carefully before signing this Agreement. Group bookings may not be made over the Internet.

**1. Group Size:** In order to qualify as a group, **10** or more customers must be booked together on the same flight and on the same date by the JetBlue Groups Desk. Customers traveling/booked separately from the group are considered individual bookings and JetBlue's regular fare rules and restrictions apply. The group organizer, the person responsible for coordinating the group under these Group Terms on behalf of the customers in the group, will be responsible for all communication between the group and the JetBlue Groups Desk and will be the only person authorized to make changes to the group reservation. If your group drops below **10** customers prior to making full payment, JetBlue may cancel and rebook the reservation(s) at current published fares with the deposit forfeited. JetBlue's general fare rules and restrictions will apply to any new reservation(s).

**2. Fare Quote:** JetBlue group fares are the product of a customized group fare quote process, are exclusive of any taxes and fees and are quoted per customer per one-way flight. JetBlue group fares are not impacted by published fares available on [www.jetblue.com](http://www.jetblue.com). Sales and lower fares available on [www.jetblue.com](http://www.jetblue.com) or other booking channels are not honored for JetBlue group bookings. Once a group reservation has been quoted and booked, subsequent lower available fares will not be honored. Contact the JetBlue Groups Desk for fare quotes. Groups Desk Contact Info – Email: [JetBlueGroups@jetblue.com](mailto:JetBlueGroups@jetblue.com); Telephone: 888-538-2583, option 2 between the hours of 8:00 a.m. – 7:30 p.m., ET, Monday through Friday.

**3. Deposits:** A nonrefundable deposit of \$50 per person is required within 14 days of the date of booking when booking at least 90 days or more prior to the date of travel. If your group is traveling during a blackout period (peak travel season) and you book at least 90 days or more prior to the date of travel, then your deposit is due within 7 days of the booking date. For any bookings made inside 90 days of travel, exact hold dates and deposit requirements will be quoted by a Groups Desk agent at the time of booking. All bookings 30 days or less prior to the date of travel, are instant purchase with full payment due at the time of booking. The deposit payment is applied toward final payment of each seat. If your deposit is not received by the due date, JetBlue Groups may cancel the reservation(s) without notice. You may rebook your group at the current fare and other restrictions may apply, including payment of deposit within 48 hours of the new fare quote. The deposit is nonrefundable and is forfeited upon change or cancellation of your group booking. All payments are nonrefundable.

**4. Final Payment.** Final payment is due 30 days prior to departure. Please note that all government-imposed taxes and fees are subject to change until time of ticketing and the group is responsible for any increase in taxes or fees. If your final payment is not received by the due date noted above, JetBlue may cancel the reservation(s) without notice and all monies paid, including the deposit, are forfeited. All payments are nonrefundable.

**5. Types of Payment.** JetBlue accepts major credit cards, U.S. personal checks, U.S. agency checks, U.S. money orders and wire transfers but not cash. For information on wire transfers, please contact the JetBlue Group Desk. All check payments originating from banks outside the U.S.A. or Canada must be certified funds in US Dollars, no international personal or agency checks will be accepted. All payments must be made in US Dollars. JetBlue is unable to accept TrueBlue points or Travel Bank credits of less than \$100 held by individual travelers as forms of payment towards group bookings. No other credits or ARC, EDM, or MCOs will be accepted as payment. Payments must be received by JetBlue on or before the payment due date. JetBlue allows up to four payment transactions per group. Other payment restrictions may apply depending on your dates of travel or departure city. If mailing payment, please make payable to JetBlue and send with delivery tracking to 6322 South 3000 East, Level 2 Suite 210, Attn: Groups Desk, Salt Lake City, UT 84121. Please do not mail cash. All payments are nonrefundable. Returned checks will incur a \$35 fee.

**6. Names:** Full names, gender and the dates of birth of each person traveling are due 30 days prior to departure or if a booking is made less than 30 days prior to departure, at the time of booking. Names must be typed and submitted on the name list spreadsheet provided by JetBlue Groups via email to [jetbluegroups@jetblue.com](mailto:jetbluegroups@jetblue.com). All names must reflect the full legal name of each individual and as it appears on their government issued identification. Names for minors under the age of 18 must reflect their legal given names and no nicknames. Please identify all lap infants (under 2 years of age). If names are not received by the due date, JetBlue may cancel the reservation(s) without notice and all monies paid are forfeited. Please include your Group name and confirmation number(s) when submitting name lists.

**7. Name Changes:** Name changes are allowed for a fee of \$100 per name plus any increases in taxes and fees. Name changes must be submitted at least 72 hours prior to departure.

**8. Itinerary Changes (Entire Group):** Changes for an entire group are only allowed at least 30 days prior to departure. Changes are based on seat availability and cannot be guaranteed. Any group itinerary that is changed after deposit is paid is subject to a \$135 change fee per seat plus any increase in airfare. All change fees are due at time of making change. If a change results in a lower fare, the fare difference is forfeited. No refunds will be given for changes or cancellations. All changes must be made by calling the JetBlue Groups Desk.

**9. Itinerary Changes (Individual Deviations):** After ticketing (which requires final payment and traveler names), up to 20% of the total group may deviate from the primary group itinerary. Such deviations are permitted for travel up to 2 weeks prior to or after the group's original flights. All deviations are subject to a \$135 change fee plus any increase in airfare per person. If a deviation/change results in a lower fare, difference will be forfeited. The group organizer is responsible for making deviations; individual travelers will not be allowed to make their own deviations. All deviations must be made by calling into the JetBlue Groups Desk and must be made prior to the initial group departure.

**10. Cancellations.** JetBlue group reservations are nonrefundable. Any group that cancels after deposit is paid, but prior to making full payment, forfeits the full deposit of \$50 per seat. Any cancellation within 30 days of departure will result in complete forfeiture of all monies paid. Any group that cancels after full payment has been made (and at least 30 days prior to travel) will be charged a \$135 cancellation fee per seat, with remaining amounts to be placed in a JetBlue service credit good for booking up to one year from the date of issue. Service credits may only be used toward JetBlue air-only purchases. All cancellations must be made by calling the JetBlue Groups Desk. All payments are nonrefundable. Any cancellation within 30 days of departure will result in complete forfeiture of all monies paid. Any persons that fail to take their scheduled flight ("no show") will forfeit all monies paid. All payments are nonrefundable.

**11. Additional Seats/Internet Bookings.** Any seats added after the original group reservation is made will be booked at the then current and available fare and full payment may be required at time of booking. Such added group seats will also be subject to these Terms. Any seats booked on the internet will not be considered part of JetBlue Airways Corp. Domestic Group Booking

the group, and cannot be added to the group. Internet bookings are subject to JetBlue's general fare rules and restrictions.

**12. Seat Assignments.** Seat assignments may be made once the booking has been ticketed. Seat assignments are not guaranteed and subject to change.

**13. Even More Space Seating.** After ticketing, you may purchase Even More Space seating by contacting the JetBlue Groups Desk or at airport check in. Payment for purchase of Even More Space seating is due at the time of selecting such seating. Even More Space seating cannot be held at the time of booking and is subject to availability.

**14. Baggage:** Group customers are subject to JetBlue general guidelines regarding checked and carry-on baggage which are noted in Contract of Carriage. Each group customer may check one personal bag complying with JetBlue's guidelines free of charge. All other baggage fees apply as stated on the baggage fees page on [www.jetblue.com](http://www.jetblue.com). Bags must NOT exceed 62 inches (157.48cm) in overall dimensions (length + width + height) and must NOT exceed 50 pounds (22.73 kilos). Overweight and oversized bags may be checked on a load availability basis, for a fee, per the baggage fees page on [www.jetblue.com](http://www.jetblue.com). JetBlue is not liable for damage, loss or spoilage to musical instruments, electronics and fragile or perishable goods. International destinations have additional baggage restrictions. For a complete list of JetBlue's baggage guidelines, including JetBlue's liability limitations, please see JetBlue's Contract of Carriage and the baggage fees page on [www.jetblue.com](http://www.jetblue.com).

**15. TrueBlue Points and Mosaic Status:** Group customers with TrueBlue accounts are eligible to receive TrueBlue points. TrueBlue points cannot be redeemed to purchase a group fare. The TrueBlue Terms and Conditions apply. Mosaic members traveling on a group fare will not receive Mosaic benefits.

**16. Disclosures:** JetBlue reserves the right to change aircraft equipment or schedules without notice. You are responsible for monitoring your reservation(s) for any equipment or schedule changes, and JetBlue assumes no responsibility to notify you or any group customers in the event of an equipment or schedule change. JetBlue assumes no responsibility or liability for delay, cancellations or diversions due to an Uncontrollable Irregularity that is caused by a Force Majeure Event, as such terms are defined in the Contract of Carriage. Examples of a Force Majeure Event include events such as weather, a runway closure, ATC delays and airport construction. This list is not exhaustive. Please refer to the Contract of Carriage for further details.

**17. Governing Law and Jurisdiction:** This Agreement, and any dispute or controversy arising from or related to it, shall be governed by and construed in accordance with the laws of the State of New York without reference to conflict of laws principles. Any disputes under this Agreement shall be brought in the state or Federal courts located within New York County in the State of New York, and the parties hereby consent to the personal jurisdiction and venue of these courts.

**18. Confidentiality:** You agree that at all times it will hold in confidence and not disclose to any third party the Group Terms, except as approved in writing by JetBlue.

**19. Assignment:** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned or otherwise transferred in whole or in part by you by operation of law or otherwise, and any such attempted assignment shall be void and of no effect without the prior written consent of JetBlue.

**20. Severability:** If any provision of this Agreement is unenforceable, such provision will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law and the remaining provisions will continue in full force and effect.

**21. Entire Agreement:** This Agreement, together with any and all documents or instruments referred to herein and exhibits hereto, constitutes the entire agreement and the understanding of the parties in respect of the subject matter contained herein. The parties have not relied upon any promises, representations, warranties, agreements, covenants or undertakings, other than those expressly set forth or referred to herein. This Agreement supersedes all prior agreements and the understanding between the parties with respect to such subject matter. This Agreement may only be amended by a written instrument signed by the parties.

I, the undersigned, do hereby certify that I am duly authorized to sign and enter into this Agreement on behalf of GROUP DAVIS HIGH SCHOOL JAZZ CHOIR and that I have read, understand, and agree to comply with this Agreement, the Group Terms contained herein and JetBlue's Contract of Carriage. The Group's booking information is as set out below:

Group Name: GROUP DAVIS HIGH SCHOOL JAZZ CHOIR  
Confirmation: ZERAMS  
Number of Seats: 42  
Date Booked: Thursday, August 8, 2019

Outbound Travel: New York, NY (JFK) to Sacramento, CA (SMF)  
Date: Monday, February 17, 2020  
Flight: 161  
Depart: 459 PM  
Arrive: 836 PM  
Stops: 0

Base Fare (per seat without taxes\*): USD \$248.37  
Taxes\* (per seat): \$32.93  
Total Fare Estimate (per seat with taxes at time of booking\*): \$281.30  
Group Subtotal Estimate (without taxes at time of booking\*): \$10,431.54  
Group Total Estimate (with taxes at time of booking\*): USD \$11,814.60

\*Taxes and fees are subject to change until time of ticketing.

Deposit Type Domestic  
Nonrefundable Deposit due on: Monday, August 19, 2019  
Nonrefundable Deposit Amount: USD \$2,100.00  
Final Payment due on: Monday, January 20, 2020  
Group Names List and date of birth due on: Monday, January 27, 2020

GROUP DAVIS HIGH SCHOOL JAZZ CHOIR

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Bruce E. Colby

8/20/19

Date: 8-20-19

Please direct any questions and communication to:

JetBlue Airways Corporation  
Attention: Groups Desk  
6322 South 3000 East  
Level 2 Suite 210  
Salt Lake City, UT 84121  
Phone: 888-538-2583 option 2  
Fax: 801-449-2571  
Email: [JetBlueGroups@jetblue.com](mailto:JetBlueGroups@jetblue.com)  
Groups Desk hours:  
Monday-Friday 8:00am-7:30pm (ET)