

## LAND TERMS AND CONDITIONS

1. Program arrangement. Performing Arts Consultants (PAC) and its approved tour agents are responsible for making arrangements for all services included in the package. Each participant shall be financially responsible for his/her own hotel room service, telephone calls, personal expenses and damages. All such assessments charged by the hotel must be paid in full prior to departure. Room assignments shall be made by the Director who shall be appointed by the School. No room changes shall be made without approval of the Director and the PAC staff. Each participant is expected to participate in all scheduled activities. The Director, Advisors and Chaperones shall check to see that participants are present for all program activities. PAC is not responsible for any participant when absent from PAC supervised activities.

2. Release. The School hereby agrees to indemnify and hold harmless PAC and its officers, directors, employees and agents from any financial liability or obligation incurred by either the School or any individual participant and from any injury or damage to the person or property of others which any participant causes or contributes to while participating in a PAC program. Each participant hereby agrees to indemnify and hold harmless PAC and its officers, directors, employees and agents from any financial liability or obligation incurred by that individual participant and from any injury or damage to the person or property of others which that participant causes or contributes to while participating in a PAC program. The School by signing this Agreement and each applicant by signing the program application, releases PAC, its officers, directors and employees from any and all causes of actions, claims and damages of any kind or nature whatsoever arising from any injury, loss, damage, cost, accident, delay, irregularity, or expense arising out of or in any way connected with the performance or operation of a PAC program.

3. Events Beyond PAC's Control. PAC shall not be responsible for events beyond its control, such as, without limitation, acts of God, acts of war, strikes, or governmental restrictions, or for acts or omissions of persons or companies not controlled by it, such as, without limitation, air carriers, bus companies, railways, and hotels. PAC and its officers, directors, employees and agents are hereby released from all claims arising out of such events, acts, or omissions.

4. Health and Safety Measures. PAC shall have the right but not the duty, to take whatever action it deems reasonably necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them at their own or their parents' expense to their home for medical or other emergency reasons. In addition, at no time should a participant who is ill be left unattended be it a hotel/hospital etc. It is the responsibility of the director/chaperones to be present at all times.

5. Rules and Standards. PAC shall have the right to enforce whatever reasonable group rules and standards are announced by PAC. Such rules may include, without limitation, rules regarding attendance at meetings, daily curfew, dress standards, vulgar language and smoking. PAC shall have the right to terminate any participant who fails to comply with any of such rules and return them home at their own or their parents expense with no refund from PAC.

6. Alcoholic Beverages and Illegal Drugs Not Permitted. Participants under the age of twenty-one (21) are not permitted to use or have in their possession alcoholic beverages of any kind or illegal or narcotic drugs (other than those prescribed by a licensed physician). Possession of alcoholic beverages or illegal drugs is grounds for immediate dismissal of the participant and return home of that participant by the first available transportation at the expense of the participant or the participant's parents.

7. Changes. The programs offered have been designed by PAC many months in advance of departure. PAC shall have the unqualified right to alter, amend, or cancel such programs and to make any adjustment to the program cost prior to departure in order to meet unanticipated contingencies, including any change in transportation costs, program costs, international exchange rates, or lack of participation in the program. Any such changes in the program, including increases in program prices based on these changes, shall not be grounds for cancellation without penalty as provided in paragraphs 10 and 11 below. Participation in the program constitutes approval of the itinerary and program costs.

8. Airline Obligations. The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. I understand that direct air carrier's liability in the event of schedule changes, delays, loss of or damage to baggage, or for death or injury to person or property, is subject to and limited by the terms of their applicable tariffs. I understand that promotional airfares used in connection with this program are not guaranteed until the tickets have been purchased.

9. Optional Insurance. Insurance may be purchased by the School and/or each participant from insurance carriers of their choice, recommended by PAC. The School and each participant is encouraged to obtain additional independent insurance coverage. PAC is not providing health, accident or baggage insurance for the School or any of the participants. PAC has purchased a liability policy to cover each person participating in the festival.

10. Increase and Program Costs. It is understood that there may be increases in hotel/motel accommodations. In the event of any increases in these costs there will be a corresponding increase in the Program Costs. Aggregate increased costs resulting in up to a 15% increase in the Program Costs shall not give rise to any right on the part of the School or any participant to cancel or terminate this Agreement. Festivals At Sea programs are not subject to price increases. However, if the US government raises port charges/taxes and or a fuel surcharge becomes necessary, that increase must be passed on to the group.

11. Entry Fee. A non-refundable \$100 entry fee (3 performing groups) is due and payable at the time of application. The number of performing groups will be limited as follows: 3 Vocal performances, 3 Orchestra performances, 3 Band performances. However if one or more of the categories is a marching band then that school may enter 4 band categories. Additional groups may be accepted at \$100 per group depending on the Festival size and at the discretion of the Festival Director. This entry fee is NOT applicable toward final payment. The entry fee check should be made payable to Performing Arts Consultants.

12. Land Payments. Payments are usually divided into 3 equal payments with the final payment due no later than 45 days prior to departure. Airline tickets, motorcoach transportation, sightseeing tickets and other additional services are excluded from the regular payment/cancellation policy and are subject to the individual carriers and suppliers policies.

13. Cancellation. PAC programs which travel by air are generally booked on promotional airfares. These fares have certain restrictions and/or penalties regarding reservations and cancellations. In the event of any cancellation of any reservation after an airline ticket has been issued by the air carrier, the School and/or the participant shall forfeit the amount of the airline cancellation penalty in addition to the other cancellation penalties listed below. In the event the School or any participant desires to cancel a reservation they must do so in writing. Upon cancellation, the participant shall only be entitled to a refund on the following basis and there shall be no other refunds:

### A. Land Cancellations:

- 1) Cancellations received from 45 -30 days prior to the departure date will be charged a \$50.00 per person cancellation fee plus any charges levied by tour operators.
- 2) Cancellations received from 29 to 15 days prior to the departure date will be charged a \$75.00 per person cancellation fee plus any cancellation charges levied by the various tour operators.
- 3) Cancellations received from 14 days or less prior to the departure date will receive NO refunds and will be responsible for any cancellation charges levied by airlines and/or hotel.