

The client (Participant/ Guardian) and *Director's Choice LLP dba Director's Choice Tour & Travel* (Provider) hereby enter into this contract and agree to the following terms and conditions, including the terms, conditions, and selections indicated on the *Canyon High School Band* (Group) Contract, Group Itinerary, and Group Package Options form. All additions, deletions, and modifications to the Group Contract, Group Itinerary, and Group Package Options form will be at the sole discretion of Jason Adam (Group Leader) or an authorized representative (Group Leader) designated by Group Leader.

All package inclusion and itinerary detail requests from Participant/ Guardian must be directed to Group Leader – **NOT** Provider. Questions and requests regarding individual payments to Provider must be submitted in writing by e-mail to [agraham@directorschoice.travel](mailto:agraham@directorschoice.travel) or by mail to Allison Graham (Canyon High School Band), 10701 Upland Avenue, Lubbock, Texas, 79424.

**1. MANDATORY PAYMENT SCHEDULE AND TERMS**

Student Payment Schedule per Group Contract

5/15/2016	\$300 due
6/15/2016	\$300 due
7/15/2016	\$300 due
9/15/2016	\$300 due
10/15/2016	\$300 due
11/15/2016	\$300 due
1/15/2017	\$150 or remaining balance

Adult Payment Schedule per Group Contract

5/15/2016	\$150 due
6/15/2016	\$150 due
7/15/2016	\$150 due
9/15/2016	\$150 due
10/15/2016	\$150 due
11/15/2016	\$150 due
1/15/2017	\$100 or remaining balance

- 1.1 Credit card charges will occur according to the payment schedule listed above. It is the responsibility of Participant/ Guardian to maintain accurate and current credit card information with Provider prior to payment schedule dates to avoid additional charges and/or cancellation.
- 1.2 If payments are not made according to the payment schedule, registration may be canceled by the Group and/ or Provider. Registrations may be reinstated by Provider, at its option, upon receipt of payment.
- 1.3 Open enrollment dates are 4/12/2016 to 5/10/2016. Any late enrollment requests will incur a \$100.00 late enrollment fee per participant.
- 1.4 Late payment will incur an interest rate of the lesser of the maximum amount permitted by Texas law, or 1% per calendar month, or any part thereof, (12% per annum) in addition to a \$100.00 late payment fee.
- 1.5 Payments made by check must be received in the office of Provider prior to the payment schedule date. Payments made by check must be accompanied by a payment voucher.
- 1.6 Returned checks are subject to a \$25.00 processing fee.
- 1.7 Credit card information supplied by Participant/ Guardian is not kept on file by Provider. All credit card information is maintained and protected by a certified PCI Level 1 Service Provider and compliant with the most stringent level of certification.
- 1.8 Credit card charges attempted by Provider per the Payment Schedule which are declined or disputed are subject to a \$25.00 per transaction processing fee.
- 1.9 When registering after the initial payment date as outlined above, the appropriate preceding payments are due with registration.
- 1.10 Participant/ Guardian payment status will be shared with Group Leader.
- 1.11 Tickets and vouchers may not be delivered to Participant/ Guardian if an outstanding balance exists with Group and/ or Participant/ Guardian.

## 2. CHANGES AND CANCELLATION

### Cancellation Schedule

Prior to 11/9/2016	Non-refundable Registration Fee/Deposit
On or after 11/10/2016	25% of change in total group price.
On or after 1/9/2017	50% of change in total group price.
On or after 1/24/2017	75% of change in total group price.
On or after 2/17/2017	100% of change in total group price.

- 2.1 All cancellations must be made in writing and submitted/ signed by the Group Leader.
- 2.2 In the event an alternate is selected by the Group Leader to replace the canceling participant's position, any name change and/ or additional fees will be the responsibility of the original Participant/ Guardian and will not be refunded.
- 2.3 The date when written notice of change or cancellation is received in the Provider's office will be the date from which charges will be based.
- 2.4 In the event an alternate is not available (or selected), cancellation fees equal to the payment amount listed in the payment schedule at the time of cancellation may be assessed.
- 2.5 In the event a cancellation occurs and Provider can refund amounts recovered from suppliers, a refund check will be written to Group with Participant reflected in the memo line portion of refund check. The refund check will be distributed by Group Leader.

## 3. RESPONSIBILITY AND LIABILITY

- 3.1 Provider shall not be held liable, in whole or part, for any damage or injury to persons or property, including damages from acts of negligence by any supplier or Participant/ Guardian of a Group on the tour unless damage is caused by gross negligence of Provider. The Provider shall not accept responsibility for any property or monetary damages caused by the Group or Participant/ Guardian.
- 3.2 The tour in this Agreement has been specifically arranged by Provider. The suppliers providing transportation, sightseeing arrangements, performance organization, entertainment provision, and hotel accommodations for the tour can be independent contractors and are therefore not agents or employees of Provider or any of its subsidiaries or affiliates. All documentation, receipts, and tickets are issued subject to the terms and conditions specified by each supplier. By utilizing the services of suppliers, Group and Participant/ Guardian agrees the Provider shall not be liable for accident, loss, injury, or damage to the Group or Participant/ Guardian in connection with any accommodations, transportation, or services resulting directly or indirectly from any occurrences or conditions beyond the direct control of Provider, including but not limited to defects in vehicles, breakdown of equipment, strikes, theft, delays cancellations, or changes in itineraries or schedules, etc. All travel documents, as well as compliance with agricultural regulations, are the Group and Participant/ Guardian's responsibility. The terms under which Participant/ Guardian agrees to take this tour cannot be changed or amended except in writing by the Group Leader and signed by an authorized agent of Provider.
- 3.3 Airlines concerned (when applicable) are not to be held responsible for any act, omission, or event during the time Group and/ or Participant/ Guardian are not onboard their aircraft. The passage contract in use by the airline, when issued, constitutes the sole agreement between members of the Group and/ or Participant/ Guardian and the airline.

- 3.4 Provider reserves the right to decline, to accept, or to retain any person as a member of the Group or tour at any time prior to departure or during the course of the tour. In the unlikely event the services or accommodations are not available as stated due to reasons beyond the control of Provider; every effort will be made to provide services or accommodations of equal standard and quality for Group safety, convenience, and enjoyment.
- 3.5 Provider shall not be responsible for events beyond its control, such as without limitation, acts of God, strikes, acts of war or terrorism, government restrictions, or for acts of omissions of persons or companies not controlled by Provider, such as without limitation, air carriers, bus companies, railways, sightseeing/entertainment suppliers, and hotels. Provider and its officers, directors, employees, and agents are hereby released from all claims arising from such events, acts, or omissions.
- 3.6 The undersigned Participant/ Guardian has the authority to enter into this contract. The undersigned Participant/ Guardian has read and understands the Terms and Conditions as written and confirmed by Provider, and accepts the Terms and Conditions as written. The undersigned takes full responsibility for receiving communication regarding the Group Contract, Itinerary, and Package Options from the Group Leader and understands the Participant/ Guardian participation in this tour may be jeopardized if undersigned fails to do so.

#### **4. GENERAL AND ADMINISTRATIVE**

- 4.1 This Agreement shall be governed in all respects and aspects by the laws of the State of Texas, and the parties hereby agree any legal action concerning this Agreement shall be brought in a court of competent jurisdiction, in Lubbock County, Texas. If counsel is required to enforce terms of this Agreement and/ or corollary agreements, the prevailing party shall be entitled to recover reasonable attorney fees and costs.
- 4.2 If any provision of this Agreement, or its application to any person or circumstance, is invalid or unenforceable, the remainder of this Agreement or the application of those provisions to other persons or circumstances shall not be affected thereby.
- 4.3 This Agreement and the attachments hereto, contain the entire Agreement of the parties and there are no representatives, inducements, promises, agreements, arrangements, or undertakings, oral or written, between parties other than those set forth and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. The Agreement shall not be modified or amended except by written agreement executed by both parties.
- 4.4 The parties have reviewed this Agreement in its entirety and acknowledge each has had a full opportunity to negotiate the Agreements terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm the Agreement and all provisions thereof shall in all cases be construed as a whole, according to the fair meaning of the language utilized.
- 4.5 Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions, nor shall any waiver or relinquishment of any right or power here under at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in writing and signed by all parties.
- 4.6 The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.
- 4.7 This Agreement may be executed by facsimile or e-mail attachment and/ or in any number of counterparts, any or all of which may contain the signatures of less than all parties, and all of which shall



be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile and e-mail attachment counterparts shall be promptly followed with delivery of original executed counterparts.

- 4.8 This Agreement shall become effective upon execution of the Group Contract, Group Itinerary, and Group Package Options form by the parties involved.

Group Leader Signature: \_\_\_\_\_

Date: \_\_\_\_\_