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PROPOSED AGREEMENT

**Muscle Shoals High School Band
Orlando Tour 2023**

Group Leader: Jessica Hood

Travel Dates: 3/23/2023 – 3/27/2023



LODGING:

- Four (4) nights **lodging** in a Universal property hotel (interior corridors)
C/I: 3/23/2023 C/O: 3/27/2023

MEALS:

- Four (4) **breakfasts** at your hotel
- One (1) dinner at **Hard Rock Café** – or similar
- Four (4) **dining gift cards** for use at Universal – \$20 value each
- Two (2) **meal vouchers** for use at SeaWorld

ATTRACTIONS:

- Two (2) Day Admission to **Universal Studios and Universal's Islands of Adventure** – park to park access included
- One (1) Day Admission to **SeaWorld**

PERFORMANCE:

- Performance opportunity** at Universal Studios – pending application

MISCELLANEOUS:

- Two (2) **luggage tags** for each participant
- Overnight Hotel Monitor** to monitor student occupied hallways/rooms from 11pm – 5am nightly
- One (1) **Group Leader Package Deduction** (Comp)
 - Price deduction (applied to online account) will be based on single package rate
- One (1) **Chaperone Package Deduction** (Comp) for every fifteen (15) paid participants
 - Price deduction (applied to online account) will be based on double package rate
- Services of a **GTN Service Host** with 24-hour availability
 - These individuals are tasked with ensuring that each step of your journey goes smoothly, including but not limited to, ensuring all aspects of your travel experience run smoothly, and foreseeing any hiccups that may arise, and addressing those prior to anything affecting your experience. Gratuity for GTN staff is at your discretion – NOT included.
- Professional **Liability Insurance** Policy
- All taxes, applicable fees and restaurant gratuities** included

* **Considering ENHANCED travel protection is advised** *

PRICING:

\$1,288.00 PER PERSON / QUAD OCCUPANCY
\$1,392.00 PER PERSON / TRIPLE OCCUPANCY
\$1,601.00 PER PERSON / DOUBLE OCCUPANCY
\$2,228.00 PER PERSON / SINGLE OCCUPANCY

All prices are PER PERSON - based on a **minimum of 140 PAYING Participants**

* Price could increase if minimums aren't met *

Transportation is INCLUDED

Estimated Cost **PER BUS: \$11,000** (price is subject to change until first payment is received)

DOCUMENT DEADLINE(S):

Signed Agreement	on or before July 15, 2022
Rooming List	on or before January 23, 2023
Bus Passenger List	on or before March 9, 2023

PAYMENT SCHEDULE:

\$200 per person NON-REFUNDABLE	on or before September 15, 2022
\$200 per person	on or before October 15, 2022
\$200 per person	on or before November 15, 2022
\$250 per person	on or before December 15, 2022
\$250 per person	on or before January 15, 2023
Final Balance	on or before February 9, 2023

This agreement is between **Group Travel Network, Inc.** of Gotha, Florida, referred to as **GTN**, and the **Muscle Shoals High School Band** of Muscle Shoals, AL referred to as **GROUP**.

This agreement pertains to services to be supplied to and for **GROUP** by **GTN** during planning prior to arrival and services necessary during **GROUP'S** visit to Orlando, FL during **March of 2023**.

GTN hereby agrees to provide the services necessary to plan the aforementioned experiences for each and every registered member of **GROUP** and their paid traveling party:

Signature, below, acknowledges confirmation and agreement, by **GROUP**, that details contained within are accurate at time of contract execution.

It is our group's intention to use the online system for – Choose One:

Registration ONLY Payment AND Registration

Group Leader PRINT: _____

Group Leader SIGN: _____

DATE: _____

Group Travel Network, Inc.

9907 8th Street * Box 430 * Gotha, FL * 34734

Direct: (407) 347-5921 * Fax: (407) 905-5351 * Toll-Free: (866) 563-3703

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School Name: Muscle Shoals High School Band

Destination(s): Orlando, FL

Group Leader: Jessica Hood

Hotel Check-in: 3/23/2023 Hotel Check-out: 3/27/2023

Intent to Travel Terms & Conditions

GTN PROVIDES A SERVICE:

- GTN is a provider of travel planning services and, as such, it is understood and agreed to that once this (and any future agreement) is acknowledged that our services will begin. Services include, but are not limited to, contract negotiations, payment collection, payment facilitation, dissemination of information, itinerary planning, logistical coordination, ongoing communication with suppliers and more. If cancellation is requested once agreement is acknowledged, GTN reserves the right to charge for services rendered.
- GTN is providing service while relying on group/participant(s) follow through of agreed upon services. GROUP/Participant understands that financial loss will incur if reduction in participant count and/or overall group cancellation occurs and understands that prevailing cancellation terms (as outlined below) will be followed.
- GTN gives notice that all tickets and admissions secured, and all arrangements for transportation or conveyance, or hotel and innkeeper accommodations or other goods or services are made by them as agents. GTN is a service provider and registered Seller of Travel (ST36174) based in Florida. Group Travel Network, does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurants, or any other entity that supplies services related to the travel. All suppliers are independent contractors and are not agents or employees or representatives of GTN. All arrangements are subject to the terms and conditions specified by each supplier, and by utilizing the services of GTN, all customers agree that neither GTN, nor its employees, agents, or representatives are liable for any injury, damage, loss, accident, delay, or irregularity which may happen by default of any hotel, motel, restaurant, bus, airplane, steamship, taxi, railroad, car rental agency, tour service, company or person rendering any of the services involved or by natural forces.
- In connection with your service agreement with GTN and your selected destination, attractions, restaurants, and other venues, you agree to follow all venue policies/requests/requirements, safety protocols, government mandates, CDC guidelines and the recommendations of health officials. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19 and other communicable diseases and GTN cannot guarantee that you will not be exposed during your travel. By traveling, you acknowledge and agree that you assume these inherent risks associated with attendance. When you travel, you understand that you are subject to the terms of service (including arbitration, class action waiver, assumption of risk, and infectious disease release of liability) of GTN and all contracted suppliers.
- As part of our services, GTN makes every effort to ensure the trip components are delivered as expected. The right is reserved to withdraw any experience in this program, substitute hotels, and use alternate suppliers if necessary. Such alterations will be amended with a comparable entity as executed for the convenience or safety of the parties and the proper execution of the travel experience.

PROTECT YOUR INVESTMENT and MORE:

- GTN believes that planning a successful trip also means considering what to do when things do not go as planned. Travel Protection safeguards your travel investment, your belongings, and most importantly, you. Your travel protection plan should cover at a minimum, cancellation, cancel for any reason, curtailment, medical, emergency travel and personal accidents, and damage or loss to personal belongings. GTN recommends student coverage including Cancel For Any Reason through your preferred travel protection provider. GTN is not authorized to answer technical questions about the benefits, exclusions, and conditions of travel protection plans. GTN cannot evaluate the adequacy of the prospective insured's existing insurance coverage. If you have any questions about your travel protection, call your insurer or insurance agent or broker. If a participant chooses to travel without adequate travel protection, GTN will not be liable for any of your losses howsoever arising, which would have (or not) been covered by adequate travel protection. GTN also recommends that participants who may receive a complimentary designation towards their travel services should also consider purchasing a policy.
- GTN and/or associated companies accept no responsibility for losses, nor will they provide refunds or any additional expenses due to delays or changes in flight, train, ship, or other services, overbooking of hotels, sickness, weather, strikes, war, acts of terrorism, theft, pandemic, epidemic, quarantine, other causes, or acts of God. All tour itineraries and fares may be affected by alterations in air or transportation services, or by other causes. **Considering ENHANCED travel protection is advised**
- Travel Protection Information can be found via your online registration portal or researched online by the consumer.
- All consumers are free to choose a travel protection provider of their choice.

PARTICIPANTS AND LEADERS UNDERSTAND THEIR RESPONSIBILITIES:

- Each participant is expected to act responsibly and adhere to all behavior guidelines established by GTN and our travel experience suppliers. We and our suppliers reserve the right to remove any participant from any trip if you endanger yourself or others or disrupt the general well-being of the trip itself. In any such case, there will be no refund. When agreeing to use the services of GTN, travel participants accept responsibility for any damage or loss caused by any group member. Full payment for any such damage or loss (reasonably estimated if not precisely known) must be paid direct at the time to the accommodation owner or manager or other supplier. You agree to indemnify GTN for the full amount of any claim (also including legal costs) made against us. GTN is not responsible for any costs incurred concerning a guest removed from a tour. Guests agree not to hold GTN or any of its related entities liable for any actions taken under these terms and conditions.
- Prior to booking domestic or international travel, we recommend that you review any state, U.S. Government and/or country prohibitions, warnings, limitations, travel requirements and advisories applicable to your destinations. By offering travel to any particular destination, we do not represent that travel in such destination is safe or without risk. It is the responsibility of the traveler to become informed about the most current travel information, advisories and warnings by referring both to the U. S. State Department's travel website at www.travel.state.gov/ and by accessing the Centers for Disease Control (CDC) website at <https://wwwnc.cdc.gov/travel/notices>. If the traveler still chooses to travel to the locale of a warning, the traveler assumes all risk of personal injury, death or property damage that may arise out of, or which relates to the type of events warned against. Travelers are responsible for any requirements of travel that relate to documentation of health, vaccination requirements, or health testing including COVID testing. Any costs associated with health requirements, testing, facilitation, and documentation are solely the responsibility of the traveler. It is understood and agreed that GTN has no control/effect on changes in environment, risks, etc. that may arise AFTER booking takes place and as such, cancellation requests, regardless of reason, are subject to outlined cancellation terms (within).

Initial _____

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- A valid passport is required for international travel. Passports must be up to date with an expiry at least 6 months after the trip return date. Many countries also require that your passport have at least two completely blank pages. For up-to-date visa requirements US citizens should visit www.travel.state.gov. When travelling domestically or internationally, the U.S. Transportation Security Administration (TSA) and U.S. Department of Homeland Security (DHS) advise that everyone carry at least two forms of acceptable identification in order to board a flight. Examples: DHS designated enhanced driver's license, USA Passport, a foreign government passport. The name, date of birth and gender that appears on the identification card must exactly match the same such data that is listed on airline ticket(s) and booking records. For more information you can visit the TSA website at <https://www.tsa.gov/travel/security-screening/identification>. Citizens of other countries require a valid passport and may require additional documents. Such persons should contact consulates of countries to be visited and obtain proper documents before departure. The possession of required and valid passport and visas is the sole responsibility of the traveler including any and all visas, reciprocity fees, affidavits, immunizations, etc. that are required to be permitted entry into each destination. GTN assumes no liability for lack of proper documents. In some countries you may be subject to entry (reciprocity) fees and/or departure taxes/ exit fees which will be collected at the airports upon entry/departure by local government authorities. Please note that entry to any country may be refused even if the required information and travel documents are complete. It is the participant's responsibility to ensure that all the details on your travel documents are correct and to bring to our attention any errors or discrepancies immediately. Your travel documents are valuable and should be safeguarded as if they were cash. It is not always possible to replace travel documents in the case of loss, theft, damage, etc. We recommend that you keep a copy of your scanned passport (photograph page) electronically.
- Photo Release: Permission to use any/all photographs related to travel experience including but not limited to social media, in print and for marketing purposes, is granted by all travel participants and/or their parent/guardian.
- Participants must acknowledge and accept the Cancellation and Refund Policy, including payment terms and due dates, as outlined in the trip specific Cancellation and Refund Policy Agreement.
- Participants must acknowledge and agree to the Release of Liability Policy, upon registration.
- Participants, account holders and travelers agree to indemnify and hold harmless, GTN and its agents, third party providers, and suppliers from and against losses, damages, etc., arising from or relating to omissions, errors, and negligent occurrences.

GTN (and certain supplier partners) REQUIRES CERTAIN INFORMATION TO PROVIDE SERVICE:

- For the safety of our guests, GTN reserves the right to request health information prior to travel and to exclude any participants deemed unfit for travel at its sole discretion.
- Participants with disabilities are welcome! If necessary, persons with disability must be accompanied by a companion capable of providing all required and needed assistance and must not require special assistance from GTN or its suppliers. The Group Leader must notify GTN of participants with disabilities in writing, when booking the package, of requested accommodation(s) and of the identity of the participants non-discounted, paid travel companion who will be responsible for providing all necessary assistance. GTN will make all reasonable efforts to accommodate this request but cannot be responsible if ADA accommodations are not available. Any additional accommodations provided will be at the sole expense of the participant requiring the accommodation.
- For safety and liability reasons, GTN and its representatives cannot be responsible for directly accommodating any food allergies, or dietary requirements and restrictions, and is not responsible for any issues or problems associated with the same. All scenarios and special dietary requests regarding food and drink, including allergies, or dietary requirements and restrictions, are the sole responsibility of the participant. While most meal establishments can offer general options, GTN cannot guarantee that options will be available. Just in case, we recommend packing extra food/snacks if accommodations cannot be met. Should a group member have special dietary requirements, that group member shall be solely responsible for any additional expense to their meal plan.
- GTN, the airlines or agents used in relation to the trip, are not held responsible for the loss of or inability of the passenger to obtain a valid passport, security clearance, or government issued identification as required by the law. ALL participants who wish to use the services provided by GTN are required to register via the online system provided. Participants and travelers are committed, and agree, to the terms and conditions of the trip upon beginning the registration process but are not considered "confirmed" until documents are signed, and deposit is received.

ADDITIONAL COSTS, DISPUTES, REQUESTS FOR CANCELLATIONS OR REFUNDS:

- The airlines or agents concerned are not held responsible for any act, omission, or event during the time passengers are not on their planes or conveyance. Your contract for airline tickets is with the specified carrier and you will be subject to that carrier's or agent's terms and conditions, including cancellation. Baggage and personal effects are the sole responsibility of the participant.
- ALL refund requests/cancellations, for those making payments via our online system, will incur a MINIMUM of a 4% reduction in possible refund amount.
- No refund or exchange can be made on any unused portion of the tour.
- Any/All approved cancellation refunds will be given AFTER the completion of the tour.
- Governing Law and Venue Selection: This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its choice of law rules. Each of the parties hereto consents and agrees to the jurisdiction of any state court or any federal court sitting in Florida, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein and agrees that any dispute arising out of this Agreement or concerning the conduct of either party in connection with this Agreement or otherwise, shall be heard only in the courts described above. All claims must be submitted in writing and received by Group Travel Network no later than sixty (60) days after the cancellation or completion of the Group Travel Network Trip. Any claims not submitted and received within this time shall be deemed waived and barred.
- Severability: If any provision of this Agreement shall be deemed illegal, invalid, or unenforceable, the remaining portions shall remain in full force and effect.

Considering ENHANCED travel protection is advised.

Initial _____



Payment Terms, Processes and Conditions

Package Inclusions & Minimums:

- Inclusions detailed on Page 1 and/or online portal Trip registration page.
- Transportation costs may be additional - (Subject to revision and/or surcharges that vendor may assess after contract.)
- Occupancy and bedding type are subject to availability.
- Adjustments to the group requirements, package inclusions, travel itinerary and/or group count may result in changes to the package price.
- FINAL package pricing will be based on individual room occupancy and PAID participant count as indicated in the complete and final rooming list provided by group leader.

Individual Registration and Online Payments:

- Review the provided Instruction Sheet w/ web link.
- Parent/Guardian ONLY must create account.
- Parent/Guardian ONLY must add traveler(s) and purchase product.
- Parent/Guardian ONLY must Accept/Agree to Terms & Conditions.
- Maintain agreed upon payment schedule outlined online.
- Payment via credit card or e-check (ACH) are accepted. Each online payment submission authorizes the amount input. Authorization is a binding agreement for us to charge your card and as such **you waive any right to chargeback** (except in the case of fraud) in the event of cancellation for any cause whatsoever, including a Force Majeure event, as defined herein, and agree to refund policies and procedures as outlined in these Terms and Conditions. (**Bulk payments by school/group may only be made via organization check, certified funds, wire transfer or money order**)

Payment Schedule:

- The schedule has been set according to departure date.
- It is the full responsibility of the school, group or individual to maintain on time payments as agreed to on page one (1). Failure to make on time payment(s) and/or final payment by date listed on page one (1) could be considered abandonment of agreement by GROUP, in which case cancellation fees listed below may prevail.

Group Leader Responsibilities:

- Each "GROUP" must have a designated group leader.
- Group Leader agrees to assist in the dissemination of information to participants before, during and after travel.
- Group Leader agrees to be responsible for disciplinary action, if necessary, with participants.
- Group Leader agrees to assist in applying any/all "Bulk Payments" within the online system including, but not limited to, fundraising and group pay checks.
- Group Leader agrees that all funds sent by group will be accompanied by detailed accounting advising which account(s) said funds are to be credited towards.

All cancellations must be submitted, in writing, to Group Travel Network, Inc. – Attn: Cancellation Department. The date of cancellation is the date that written notice (via email or mail) is received and acknowledged by Group Travel Network, Inc.

Non-refundable amounts may increase due to individual vendor cancellation policies, surcharges or prevailing costs.

** SERVICE * - It is expressed and understood that Group Travel Network is a provider of service specific to travel planning. This service begins the date of the first correspondence pertaining to travel for your group and concludes upon trip completion or otherwise termination of the travel plans being served. Service includes, but is not limited to, communication with group leader(s), negotiations of supplier contracts, facilitation of payment collection/distribution, etc. As such, it is understood that fees can/will be assessed for services provided.*

Cancellation Dates & Refund Amounts*:

<u>Cancellation Date</u>	<u>Non-Refundable Amount</u>
Upon Deposit Receipt	Initial Deposit Non-Refundable
121 days – 98 days from travel	25% of trip fee MINIMUM + transp. cost
97 days – 44 days from travel	50% of trip fee MINIMUM + transp. cost
43 days – 29 days from travel	80% of trip fee MINIMUM + transp. Cost
28 days – Date of travel	100% Non-Refundable

Complete & Final payment is due on or before February 9, 2023 * This agreement is dated this _____ day of _____, 20 ____.

I have read, understand, and agree to adhere to the policies, schedules, terms and conditions outlined within.

Group Leader

Administrator

Witness

Estimated number of travel participants: _____ Students: _____ Adults/Chaperones: _____ Staff: _____

*In the event that individual vendor cancellation fees exceed those being stated above, GTN reserves the right to increase cancellation fees *

Group Travel Network, Inc. recommends that all travelers consider ENHANCED travel protection.

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Release of Liability & Medical Form Acknowledgement

School Name: _____ City: _____ State: _____

Director Name: _____ Travel Destination: _____ Travel Dates: _____

Group Travel Network, Inc., its staff and management is hereby released from any liability and/or responsibility including, but not limited to, loss/damages of personal property, valuables, personal injury, and damages inflicted by group participants. Damages made by members of my school or group, including, but not limited to, buses; hotels/motels; airlines; attraction facilities; personal property; restaurants, etc. or other such property that is not their own, will be the sole responsibility of the group or participant involved. I understand that full responsibility for damages, if such damages are incurred, rests entirely with my group and its participants/sponsors, and it will be up to my group and its participants/sponsors to settle any claims which may result from said damages directly with the claimant prior to departing for home.

In connection with your service agreement with GTN and your selected destination, attractions, restaurants and other venues, you agree to follow all venue policies, safety protocols, government mandates, CDC guidelines and the recommendations of health officials. Please note that any public location where people are present provides an inherent risk of exposure to COVID-19 and other communicable diseases and GTN cannot guarantee that you will not be exposed during your travel. By traveling, you acknowledge and agree that you assume these inherent risks associated with attendance. When you travel, you understand that you are subject to the terms of service (including arbitration, class action waiver, assumption of risk, and infectious disease release of liability) of GTN and all contracted suppliers.

Participants, account holders and travelers agree to indemnify and hold harmless, GTN and its agents, third party providers, and suppliers from and against losses, damages, etc, arising from or relating to omissions, errors, and negligent occurrences.

Please Type or Print Clearly

Today's Date: _____

(Group Leader Signature)

(Witness)

(Typed/printed Name)

(Typed/printed Name)

(_____) _____
(Group Leader CELL PHONE Number)

(Group Leader EMAIL Address)

Date(s) of Travel

(Trip Destination)

(IF SCHOOL SPONSORED) MANDATORY PERMISSION & MEDICAL RELEASE FORM

GTN requires that the school provide, collect and store a copy of each participants Permission Form & Medical Release Form. Such forms may not be required to be sent to GTN, but should be available as necessary and accessible to be provided by the school, for 5 years from the date of the trip, if requested.

Initial _____

(School Name)

(School Address)

(City) (State) (Zip)

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