# <u>Hawaii State Tours - Passenger / Trip Agreement</u>

Muscle Shoals High School Band - Hawaii 2025

Package price determined by how many individuals share a room Complete Air, Hotel, and Ground Package prices per person

Quad Package: \$2,970 Triple Package: \$3,214 Family Double Package: \$3,402 Family Single Package: \$4,304

### **Terms & Conditions**

The term "Client(s)" means the person or entity indicated on the Services Agreement. If the entity is not a partnership, joint venture, profit or non-profit corporation duly organized and registered with the Department of Regulatory Agencies, State of Hawaii, "Client(s)" means the specified individual or individuals executing the Services Agreement, and in such cases, no attempted limited endorsement shall be accepted.

#### Restrictions

The above prices are based on a minimum of 50 persons traveling and airfare not to exceed \$1100. Prices based on travel in 2025.

Hawaii State Tours reserves the right to alter any portion of the tour itinerary if necessary or advisable. Hotels and resorts have additional fees for more than two adults in one room.

## **Baggage Allowance**

Each group is responsible for any/all charges imposed directly from airlines. Currently, most airlines charge \$30 for the 1st standard sized bag and \$40 for the 2nd standard sized bag. During the Hawaii ground portion of your tour, one standard sized suitcase and one carry-on is allowed per person. Travelers may be responsible for expenses for ground transportation and/or storage of oversize luggage/equipment.

## **Confirmation of Payment Schedule**

Hawaii State Tours reserves the right to cancel the services arranged and retain all prior payments as recompense for services rendered and/or losses incurred if the payment is not received by the due date stipulated in this agreement as follows:

Payments through GroupCollect are set up at predetermined intervals. Cancellation of a participant after the initial Deposit is subject to fees described in the cancelation policy. Hawaii State Tours uses GroupCollect for payments, therefore charges might show up as GRP\_CLLT or GRP\_COLLECT rather than HST Destinations or Hawaii State Tours.

## Reserve the Right to Release Space

Hawaii State Tours reserves the right to release the space at all associated vendors within the tour inclusions indicated in this agreement when one of the two requirements to secure the space is not received within the designated courtesy hold time.

The two requirements are

- 1. the Initial Deposit AND
- 2. A signed services agreement.

#### **Multi-Media Release**

Client(s) gives to Hawaii State Tours, its assigns, agents, licensors, affiliates, clients, principals, and representatives the absolute right and permission to copyright, use, Exhibit, display, print, reproduce, televise, broadcast and distribute, for any lawful purpose, in whole or in part, through any means without limitation, any scenes all without inspection or further consent or approval by the undersigned.

# Hawaii State Tours - Passenger / Trip Agreement Patton High School Marching Band - Hawaii 2025

## **Damage and Liability**

The liability of any loss, theft, or damage of Hawaii State Tour's property or partnered vendor's property caused by client(s), client's guests, and/or client hired vendors, shall be the full responsibility of the client(s) contracting the function space. Damage to any site or hotel property will result in a damage charge to be paid directly by client to Hawaii State Tours or partnered vendor.

Hawaii State Tours and Cooperating Agents are the principles and are responsible to the client in making arrangements for the services and accommodations offered in connection with this tour as outlined in this Agreement, except that Hawai'i State Tours and Cooperating Agents shall not be responsible in the absence of negligence on their part, for personal injury, loss, inconvenience, accidents, delay, irregularity, or property damage arising out of the act of negligence of direct air carriers, hotels, sightseeing or transfer companies, or other persons rendering any of the services or furnishings, any of the accommodations or facilities in connection with this agreement.

# **Cancellation Policy**

All cancellations will be responsible for any charges imposed by the airline or suppliers at time of cancellation. After initial deposit and signed agreement, any cancellation will be charged a minimum of \$100.00 per person administrative fee plus any charges imposed by hotels and other suppliers at time of cancellation. Any cancellation within 90 days will be charged a minimum of \$250.00 per person administrative fee plus any charges imposed by hotels and other suppliers at time of cancellation. Any cancellation within 60 days will be charged a minimum of \$500.00 per person administrative fee plus any charges imposed by hotels and other suppliers at time of cancellation. Any cancellation within 45 days could be subject to full package penalty.

ADD ON: Any add ons purchased will be non-refundable.

- -Initial Deposit to Confirm Space for All Inclusions = \$100 per person (non-refundable)
- -180 days prior to travel = additional \$500 per person
- -90 days prior to travel = additional \$1000 per person
- -45 days prior to travel = Final Balance Due

#### Indemnification

The client agrees to indemnify, save harmless and defend Hawaii State Tours the Lessor, all its employees, officers and owners against and from any and all claims or suits for bodily injury, including death, or damage to property by or on behalf of any person or persons, firm or firms, corporation or corporations, arising from the conduct of or management about the premises, including the selling, serving or giving of any alcoholic beverage to a minor, adult or a person under the influence of alcohol or which causes or contributes to the intoxication of any person or from any accident in or on premises, and will further indemnify and same the Lessor, all its employees, officers and owners harmless against and from any claims arising from any breach or default on the client in the performance of any covenant or agreement on the part of the client to be performed pursuant to the terms of this lease, or arising from nay act or negligence of the client, or any of its agents, contractor, servants, employees, guests, invitees, or licensees, and from against all costs, counsel fees, expenses, and liabilities incurred in or about any such claim, suit or action proceeding brought against the Lessor covenants to resist or defend at client's expense such action or proceeding by counsel reasonably satisfactory to the Lessor.