

US Integrity Touring Co. PO Box 475 Moody, ME 04054 207-595-8808 Fax: 603/435-5434 robgusit@gmail.com

# TOUR CONTRACT

May 27, 2021

CLIENT: Brownwood High School Choir Slayden St. Brownwood, TX 76801

Tour: Branson, MO Departure City: Brownwood, Texas Group Official: Jennifer Reeves, Director

This agreement is made between US Integrity Touring Company, a division of US Integrity Funding Group, Inc., of Moody, ME., herein known as "the Agent," and The Brownwood High School Choir, Brownwood, TX and its constituents, herein known as "the Client," as of the date on the signature page. The duties of the Agent are to deliver the services described and enumerated in this contract. The duties of the Client are to sponsor and promote this tour within its membership and constituency, to coordinate with the Agent by exchanging information about the participation of its constituents, and other duties as enumerated throughout this contract. Constituents who commit to participation in this tour are herein known as "the Participant(s)." In consideration of mutual agreements herein contained, the parties consent to the following:

#### 1. PRICES:

The prices to the Client for its Participants, based on the hotel occupancy levels shown, on listed inclusions, and on conditions stated throughout this agreement (especially as marked with an \* in Par. 3.), are as follows:

- 1. The full package at Quad occupancy: \*\$770.00
- 2. The full package at Triple occupancy: \*\$799.00
- 3. The full package at Double occupancy: \*\$859.00 4. The full package at Single occupancy: \*\$1,035.00

## 2. TRANSPORTATION:

The Agent will provide the Client with transportation for participants of the tour as follows: Luxury air-conditioned video-equipped motorcoach transportation from Brownwood High School for all scheduled events per the itinerary (to include appropriate driver gratuity)

From Brownwood, Texas on March 4, 2022 at 7:00 AM To arrive at Branson, MO on March 4, 2022 at 5:00 PM and

# Returning from Branson, MO on March 7, 2022 at 9:00 AM To arrive at Brownwood, Texas on March 7, 2022 at 7:00 PM

## 3. INCLUSIONS:

The Agent will provide the Participants with the following tour items, which make up the package:

- Three nights accommodations at Grand Plaza Hotel or similar
- Luxury air-conditioned video-equipped motorcoach transportation from Brownwood High School for all scheduled events per the itinerary (to include appropriate driver gratuity)
- Meals to include a full hot breakfast each morning at the hotel, a dinner at Lambert's Cafe, a dinner aboard the Branson Belle, and a dinner at the Dixie Stampede Dinner Theater
- Admission to a Show production such as the Haygood Family Review
- Passage aboard the Branson Belle for dinner and a show
- Admission to the Titanic Museum
- Admission to Track 4 with two hours of unlimited ride and mini golf
- Either 1 or 2 performances by the Brownwood High School Choir pending availability
- A scheduled performance (if available) at the Dixie Stampede Dinner Theater to include dinner and the show
- Admission to Fritz's Adventure to include a full access pass
- Two adults free in all aspects (double, triple, or quad occupancy) based on a minimum of 42 total participants
- Admission to the Top of the Rock Lost Cave and adventure Trail
- The services of a USIT tour conductor at all times at the destination to oversee the smooth operation of the tour

## 3.1 PRICING CONDITIONS:

\*Pricing is based on a minimum of 42 passengers per coach, and on a minimum of 42 participants in the tour.

#### 4. PAYMENT SCHEDULE:

The Client bears no financial responsibility to fulfill the payment obligations of its Participants. These obligations and liabilities are fully and completely the responsibility of the individual Participants who enter into an agreement with the Agent to provide the tour services described in this contract. In order to guarantee the pricing structure quoted in this contract between the Client and the Agent to all Participants in the group who wish to travel, the Client will forward a signed copy of this agreement to USIT by June 15, 2021.

Per-passenger payments will be made by the Participants to the Agent as follows:

- A. A first payment of \$154.00 per person is due upon registration.
- B. A second payment of \$154.00 per person is due by October 1, 2021.
- C. A third payment of \$154.00 per person is due by November 1, 2021.
- D. A fourth payment of \$154.00 per person is due by December 1, 2021
- E. A final payment \$154.00 per person is due by January 1, 2022.

Final payments from Participants are due no later than 62 days prior to the tour's departure, or January 1, 2022. The Participants' payments will be made individually to the US Integrity Touring Company Payment Center via our online payment platform. People paying via check will not be charged a surcharge. Payments being made using a credit card will be charged a 2.9% surcharge at time of payment (Amex payments may incur a higher fee). If an individual Participant is more than 60 days in arrears with payments, the Client has the authority to remove the Participant from the tour with full cancellation charges applied per paragraph 5. below. If an individual Participant is late with the final payment, the Agent

may remove the Participant from the tour with full cancellation charges applied, per paragraph 5. below. Name changes after the date of airline ticketing, if allowed by the airline, will incur a charge of \$100 per name or more, if required by the airline, must be requested in writing, and must be made at least two weeks prior to departure. 5. CANCELLATION POLICY:

Cancellation charges: Cancellations and requests for refunds must be submitted in writing to USI Touring Co., Inc., PO Box 475 Moody, ME 04054. All documents, including tickets of any value, must be returned before any refund can be processed.

The following cancellation charges are designed to encourage full participation. The proceeds of the charges are used to protect the integrity of pricing for the remaining participants (e.g.: fewer passengers to cover the cost of motorcoach transportation). Each participant will be offered travel insurance upon registration online. As this is offered by a third party, US Integrity Touring takes no responsibility for any unpaid claims.

- 1. From sign-up until 90 days before departure (December 4, 2021) = 25% of full price (\$192.50)
- 2. 60-90 days before departure = 50% of full price (\$385.00)
- 3. 40-60 days before departure = 75% of full price (\$577.50)
- 4. 0-40 days before departure or later = no refund.

5.1 EMERGENCY CANCELLATION: If the Client's entire group cannot travel because of a mutual decision made by the Client and the Agent due to unsafe travel conditions, the cancellation charge will be reduced to 15% of the total price selected by the individual Participant (Single, Double, Triple or Quad occupancy) plus the cost of items such as event tickets, airline deposits, vendor penalties, hotel deposits, or any other payments made on the Participants' behalf that become non-refundable prior to the cancellation date. The cost of these items will be added to the 15% penalty assessed.

#### 6. REGISTRATION:

Each Participant is required to submit one copy of a completed registration form to the organization and one copy to the USIT Payment Center, accompanied by a copy of his/her government issued photo I.D., and the deposit stipulated in the payment schedule. The Agent will provide reports to the Client as to the registration and payments it receives from Participants on a regular basis.

In addition, Participants who register for the tour with the USIT Payment Center are also required to give a copy of their registration form and photo I.D. to the Client's director, and in turn the Client's director is required to report the Participants' registrations it receives to the Agent for confirmation. The Client's director is also required to submit a final roomlist to the Agent no later than 65 days before departure on the form provided by the Agent.

## 7. RESPONSIBILITY:

The Agent acts only as agent in providing means of transportation, hotel, or other services. The Agent contracts only with reputable vendors and service-providers, and as such they bear the appropriate level of responsibility for their own services. All services, tickets, and vouchers are issued, offered or provided subject to any and all terms and conditions under which such services, tickets, and vouchers are offered and provided by the vendors, and the issuance and acceptance of such tickets and other services shall be deemed to be consent to the further condition that the Agent shall not be, nor become liable or responsible in any way for any loss, injury, or damage to or in respect of any person or property howsoever caused or arising in connection with such means of transportation or other services offered by the Agent in the fulfillment of this contract, including the failure of any airline or losses that result therefrom. Should any interruption in services occur due to an act of God or circumstances beyond the control of the Agent, such as a missed flight due to inclement weather, the Agent will help the Participants find the best solution to the difficulty, but any additional cost due to such a difficulty shall be the responsibility of the individual Participants. The Agent shall not be responsible for loss or damage to Participants' baggage. At all times during the tour, the passengers' behavior and safety

are the direct responsibility of the organization, school or group sponsoring the tour, and it is the responsibility of each participant to behave in a responsible and safe manner. The Client agrees to have each passenger sign and submit a notarized waiver of responsibility and information sheet, and if a minor, a medical proxy form signed by his/her parent or legal guardian, which forms shall be maintained for five years in a form accessible to the Agent. The Client is responsible for informing all participants of the terms and conditions of this contract, including payment and cancellation charge schedules. The Agent reserves the right to decline, accept, or retain any participant as a member of this tour and shall not have responsibility to decline or terminate individuals beyond the refund of an appropriate portion of payment made by the participant to the Agent. The Agent reserves the right to send home any passenger with a chaperone at his/her own expense (including the cost of the chaperone), that is disruptive of the trip or engages in any illegal activity.

The prices quoted are based on tariffs as of May 27, 2021. In the event of a contractual change of tariff, or vendor rate, the right is reserved to make appropriate adjustment in prices. The Agent reserves the right to withdraw any portion or all of any travel package to make such alterations or substitutions in the travel package offered as it deems necessary or desirable to maintain the safety, value, and integrity of the travel program. Should an element of the program become unavailable through accident, act of God, or other circumstance beyond the Agent's control, the Agent will make substitutions that are superior or as close to equivalent as possible. Any payment made by or on behalf of an individual Participant constitutes full agreement to all of the terms contained in this agreement. The jurisdiction for any disputes under this contract is the State of Maine.

# THE UNDERSIGNED DO HEREBY AGREE TO THE TERMS AND CONDITIONS SET FORTH ABOVE:

	Date	Signature
Jennifer Reeves, Director, Bro	wnwood High School Choir, I	Brownwood, TX
	Date	Signature
Administrator, Brownwood Hi	gh School, Brownwood, TX	
	Date	
Signature		

Robert Graffam, Pres. US Integrity Touring Co.