

**TERMS AND CONDITIONS:**

1. Payments may be made by credit card on this site or by check/cashier's check/money order mailed to:

Perform America-Texas, LLC  
5517 Louetta Rd., Suite B  
Spring, TX 77379

2. Credit card payments will incur an additional 3% convenience fee.

3. Payments must be made by the payment dates listed or a \$25 penalty will be assessed.

4. Reservations and prices are not guaranteed until Perform America-Texas has received the deposit set forth above.

5. Perform America-Texas will only accept cancellations made in writing. Written cancellation requests must be emailed to [jlaird@perform-america.com](mailto:jlaird@perform-america.com). Please allow 30 days for refunds.

**CANCELLATION SCHEDULE**

**REFUND AMOUNT**

On/before 120 days prior to departure 25% of cost per person retained

On/before 90 days prior to departure 50% of cost per person retained

On/before 60 days prior to departure 75% of cost per person retained

On/before 30 days prior to departure 100% of cost per person retained

6. Changes including but not limited to itinerary, flight lists, ticket/admission purchases, number of hotel rooms and number of passengers can not be made within 30 days of departure.

7. **Independent Contractor Status.** Perform America-Texas, LLC ('PAT') acts as an independent contractor for the owners and operators of transportation, accommodations, and other related tour services.

8. **Rates and Availability.** All rates quoted herein are based on information provided by the group and by relevant tour suppliers. Additions or other changes to this tour by the director may also change the cost of the trip.

9. **Modification of Terms.** All terms of this agreement, including payment deadlines, must be adhered to unless PAT authorizes, in writing, a modification of the terms of this agreement.

10. **Right of Refusal.** PAT reserves the right to refuse admittance to any participant who is out of control, under the influence of drugs and/or alcohol or any other controlled substance, and/or poses a threat to other group members or the trip as a whole or to any member of the general public.

11. **Contraband Items.** No illicit drugs or other controlled substances, alcohol, firearms, explosives, flammable items or any other illegal substances or articles of a dangerous nature are allowed at any time. The group shall be liable for any and all damage resulting from the use or possession of any of the items listed above. PAT and its representatives reserve the right to have confiscated all such items brought on the trip or in the possession of any participant.

12. **Misconduct During Trip.** Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal drugs or other controlled substances, firearms, explosives, flammable items or any other illegal substances or articles of a dangerous nature will not be tolerated and an immediate return to the pick up point may be ordered by the driver, the bus company or PAT, in which event no refunds will be given for unused items.

13. **Driver Duties.** The driver of each bus utilized shall be in complete control of his/her bus and shall have the right to deviate from the route set forth in this itinerary where the driver determines at his/her sole discretion that such deviation is necessary for the safety or comfort of the trip participants.

14. **Damages Incurred During the Trip.** It is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages the group or any individual from the group causes while on the trip. Furthermore, it is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages incurred during the trip caused by any other party that the group was involved with in any way.

15. **Repairs of Damage Caused During the Trip.** Any and all repairs necessary to correct damage caused by the group or any of its members will be performed by the affected company at the then-current outside shop rate or by any outside agent selected by the company to perform the needed repairs. The affected company shall have the sole discretion to choose the method and provider of required repair services. The group shall be invoiced for any repair services made necessary due to actions of the group or any of its members.

16. **Excess Cleaning Charges.** The group shall be subject to a MINIMUM cleaning charge of \$50.00 if a bus or hotel room requires anything more than normal cleaning at any time during the trip or upon completion of the trip.

17. **Restrictions on Items Brought on Trip.** Radios, cassette players, CD players and mp3 players may be used with headphones only while the bus is in motion. Radios, cassette players, CD players and mp3 players may only be used in hotel sleeping rooms and must not be heard outside of the room. No ice chests, trash cans, luggage, bags or other objects may be placed in the aisle of the bus while the bus is in motion.

18. **Bus Rules.** Please do not stand in the aisle of the bus when it is in motion. There is no smoking on the bus at any time. Please ensure that all members of the group are present and ready to depart at each of the times set forth for departure in this itinerary. PAT and the bus company are not responsible for late passengers. Neither refund, nor exchange is authorized for participants who miss a scheduled departure.

19. **Force Majeure.** PAT cannot be held responsible for extraordinary occurrences beyond its control, which may cancel or limit your scheduled event(s). PAT will not be responsible for delays due to heavy traffic, road construction, accidents, severe weather or other acts of God. If additional time is required by the group to complete the trip due to any of these factors, additional charges may apply. PAT reserves the right to substitute comparable transportation, accommodations and attractions without notice if it deems that such substitution will be in the group's best interest.

20. **Limitation of Liability.** Should a scheduled time or event be missed due to any fault of PAT, PAT will not be liable for any losses other than the cost of the event. PAT is not responsible for lost or stolen baggage or any other personal items brought on the trip. Once PAT issues and delivers travel or other documents, i.e., admission tickets, meal coupons, airline tickets, etc., these documents become the sole responsibility of the participant. PAT shall not be responsible for replacements of or refunds for lost or stolen documents. PAT shall have access to all parental and/or medical release forms collected by the school and pertaining to this tour.

21. **Breach of Contract by Group.** In the event the group breaches this contract, PAT shall retain all payments made by the group in order to partially offset the resulting damages. PAT's damages shall in no event be deemed to be less than such payments on account. Its retention of such payments shall not relieve the group of any additional liability to PAT under this contract.

22. **Governing Law and Resolution of Disputes.** This agreement shall be governed by and interpreted pursuant to the laws of the State of Texas. Any dispute between the parties, or any of them, as to the interpretation or enforcement of any provision of this Agreement, or for any claimed injury, loss or damage sustained while on the trip, shall be resolved by binding arbitration, which shall be conducted in Travis County, Texas, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.

23. **Legal Fees.** Any and all legal fees incurred by PAT in collecting fees for services as set forth in this contract or for any damages incurred due to a breach of this contract or due to damage caused by the group while on the trip are the responsibility of the group.

24. **Photograph/Video.** Signature on the enrollment form grants Perform America-Texas, LLC and its employees, agents and assigns the right to photograph my dependent or myself during the course of this trip and use the photo and/or other digital reproduction of him/her/me or other reproduction of his/her/my physical likeness for publication processes, whether electronic, print, digital or electronic publishing via the Internet and waives any rights of compensation or ownership thereto. Travel without signature implies permission granted.