

## MOUNTAIN VIEW-LOS ALTOS UNION HIGH SCHOOL DISTRICT 1299 BRYANT AVE., MOUNTAIN VIEW, CA 94040-4599 CEIVED

SEP 2 9 2023

## PART 2: OVERNIGHT CURRICULAR OR COCURRICULAR TRIP REQUEST

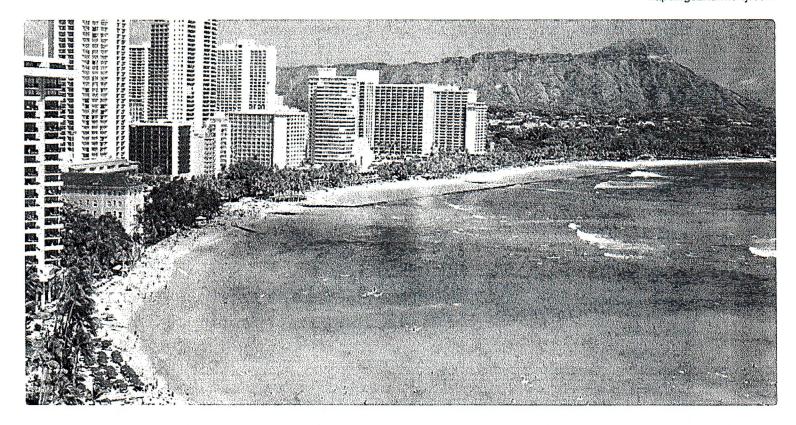
Lauren Dies - Part Arte			
Requested by: Department: PUT: PITS			
School: Mountain View HS Los Altos HS Alta Vista HS			
Destination (out of state trips require Board approval):			
Mode of Transportation: ☐ Air ☐ District Bus/Van ☐ Chartered Bus ☐ Car ☐ Other			
Date and Time of Departure: 3/21/24 Date and Time of Return: 3/25/24			
Number of instructional days that students will be missing:			
What provision has been made for students to make up missed classes and assignments? The given in their period to make up work.			
Number of Participants: 22 students TBD parents teachers others			
Objectives of the Trip (educational value): Participation in international chival festival, Clinic, local choval exchange, Hawaiian Music Impression			
Total cost of trip per student (include all expenses): \$\frac{2, USS}{TBD} / adjustable			
Fund raising activities and amount you expect to raise to offset cost to students (Please show by how much your			
fund raising will reduce the expenses per student): 100% fundraising goal - performance that sales, holiday performance donation campaign			
Amount student is expected to pay from personal sources after applying fund raising share: \$			
✔NOTE: In the event of a trip delay due to unforeseen circumstances, e.g., natural disasters, the district is not liable to pay the additional room, board and transportation costs associated with a prolonged stay overseas or out of state. Parents are highly encouraged to purchase Travel Insurance to prepare for the possible, though unlikely occurrence of such an event. In the absence of such insurance, parents are fully liable for any additional expenses.			
What arrangements will be made to subsidize the student? <u>Moir donation aucount</u>			
Facilities for lodging (if a hotel, name and address): Aston Waikiki Sunset, 229 Pacitalani Ave			
Names of trip supervisor(s): Weren Diez, Steven Diez Honoluty, H			
Number of substitutes needed (Personnel must be notified if trip/substitutes are cancelled):			
Jan 1/20/23			
Department Coordinator's Signature Date			
This provide to be completed by Boundary to Complete Comp			
THIS SECTION TO BE COMPLETED BY PRINCIPAL'S OFFICE AND EDUCATIONAL SERVICES DEPARTMENT  Received Progress Completed N/A  Approved By:			
Parental Permission for Field Trip Field Trip Agreement for Chaperones Field Trip Agreement Card Principal's Signature  Date			
□ □ □ Volunteer Driver – Application for Approval ∠			





Harmony Tours
Engage \* Inspire \* Educate

800-284-2177 tours@go2harmony.com https://go2harmony.com



# Los Altos High School - Lauren Diez, Director - Tour Proposal for 2024 Aloha State Music Festival!

Mar 21, 2024 - Mar 25, 2024

Thank you for letting **Harmony Tours** put together this performance tour itinerary proposal. We can't wait to hear what you think about it!

Experiencing a seamless and stress-free tour is important to us! To lessen the financial burden of collecting or tracking funds, we offer online tour registration and accept individual progress payments from your tour participants. So, you won't have to act as the "banker" for your group, any fundraising monies can also be distributed when accompanied by a distribution list.

We are also pleased to introduce travel cancellation coverage (cancel for any reason). This industry-leading, cost-effective coverage will give you and your group, "peace of mind" when traveling with Harmony!

Please review carefully your itinerary, pricing, tour inclusions and exclusions, payment schedule, cancellation schedule, as well as the Terms and Conditions for this tour. If any modifications are needed, please contact us to further tailor your tour to meet your music education tour goals. Once you are happy with the itinerary, your signature is requested to confirm all details.

We can't wait to get started with you!

### **Trip Summary**

## March 21 - Thursday

Depart San Francisco Airport

Arrive Daniel K. Inouye International Airport

Meet your Dedicated Harmony Tours Guide and Experience a Traditional Lei Greeting!

Check into Hotel and Beach Time

Inclusive Group Dinner at Waikiki Restaurant

Evening on Waikiki Beach to explore upscale Kalakaua Avenue's famous stores.

Return to Hotel

#### March 22 - Friday

Inclusive Breakfast

Aloha State Music Festival

Return to Hotel to Change for the Evening's Concert

Inclusive Group Dinner

Aloha State Music Festival Concert!

Return to Hotel

### March 23 - Saturday

Inclusive Breakfast

This day is free to explore the many activities that Oahu has to offer in chaperoned groups.

Inclusive Group Dinner in Waikiki

Return to Hotel

#### March 24 - Sunday

Inclusive Breakfast

Diamond Head State Monument Hiking Tour

Stop by the hotel to clean up for the rest of the day.

Explore the Polynesian Cultural Center

Attend "HA! Breath of Life" in the Pacific Theatre

Evening Return to Hotel and Pack Your Bags!

#### March 25 - Monday

Inclusive Breakfast

Check Out of Hotel and Depart for Home

## March 21 - Thursday



#### Depart San Francisco Airport



#### Arrive Daniel K. Inouye International Airport



#### Meet your Dedicated Harmony Tours Guide and Experience a Traditional Lei Greeting!

Experience a traditional welcome to the Islands with a Hawaiian flower lei greeting at the airport! A friendly lei greeter will wait for you just prior to entering the baggage claim area at the Honolulu International Airport, to welcome you with a fresh and fragrant flower lei!





#### Check into Hotel and Beach Time

You will have reservations at the Aqua-Aston Sunset or Banyan, or similar hotel in Waikiki.



#### Inclusive Group Dinner at Waikiki Restaurant



#### Evening on Waikiki Beach to explore upscale Kalakaua Avenue's famous stores.

Your tour director will give a guided walk of the beachside attractions in your chaperoned groups. Return to hotel at director's discretion.



Return to Hotel

## March 22 - Friday



**Inclusive Breakfast** 



Aloha State Music Festival

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In conjunction with the University of Hawaii, our sister organization, Choirs of America is proud to present *Na Leo o. Hawai'i* (aka, *Aloha State Music Festival*). This truly special choral festival is open to choirs from across the country (and throughout the world). Bring your choir to experience and celebrate the vibrant choral legacies and cultures of Hawai'i, Polynesia, and the greater Pacific Rim. With a dedicated emphasis on cultural exchange, choirs from around the world will enjoy adjudicated performances and clinics with our country's finest clinicians. The day also features '*Ohana Exchanges* (during which different choirs perform for each other), imbedded and immersive cultural experiences unique to Hawai'i, and the premiere of *E Himeni Kakou*, a mass choir program for all participants in which singers come together to learn, sing, and perform new and traditional choral works that honor the cultures of Hawai'i, Polynesia, and the Pacific Rim!

We will arrange to have a lunch delivered during your group's break.





Return to Hotel to Change for the Evening's Concert



Inclusive Group Dinner



Aloha State Music Festival Concert!



Return to Hotel

## March 23 - Saturday



Inclusive Breakfast



This day is free to explore the many activities that Oahu has to offer in chaperoned groups. The day is free for fun in the sun on Waikiki Beach, outrigger canoeing or surfing lessons, exploring the Honolulu Zoo or Waikiki Aquarium.

Waikiki Aquarium:\$12 admission. 15 minute walk from hotels, located in Kapiolani Park. ttps://www.waikikiaquarium.org/visit/buy-tickets/

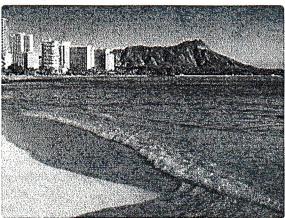
Honolulu Zoo: \$19 admission. Located a short walk from hotel in Kapiolani Park. https://www.honolulu.gov/zoo.html

Hanauma Bay Nature Preserve: \$25 entrance fee with reservations. No entry without reservations. Snorkel gear rental on-site \$20 or rent in Waikiki. This is a 4 hour excursion. Wednesday-Sunday. https://www.honolulu.gov/parks-hbay/home.html.

**Waikiki Beach** surfing lessons or SUP boarding: Group lesson of 2 to 4 people average around \$80 - \$100 per person. Catamaran rides or outrigger canoeing are also available from various beach vendors.

A portion of Waikiki Beach, Kuhio Beach, is protected by a quay from any surf, making it very safe to swim in shallow water. There are numerous lifeguard towers on Waikiki Beach.

Royal Hawaiian Shopping Center and International Marketplace in Waikiki on Kalakaua Avenue offer a multitude of shopping experiences!





Inclusive Group Dinner in Waikiki



Return to Hotel

### March 24 - Sunday



Inclusive Breakfast



#### Diamond Head State Monument Hiking Tour

This beautiful hike is a "must-do" for anyone who visits the island of Oahu. Diamond Head is a dormant volcano and the most recognizable icon of Oahu's famed landscape. The short trail (less than a mile) starts on the volcano's crater floor and continues up a wide paved path toward the hillside. Further up, the path changes back into a trail and heads upward to the summit. Before reaching the summit, the trail turns into a long, dark tunnel and the final stretch of 271 steps before breaking out into the magnificent 360 degree view of Honolulu below, and the islands of Maui and Molokai off in the distance.

A tuff cone and crater formed by violent steam explosions 300,000 years ago, Diamond Head is recognized as a National Natural Landmark. Its 760-foot summit, sparkling with calcite crystals, has inspired ancient Hawaiians to perform sacrifices, fooled 19th-century British sailors into believing they'd found diamonds, and inspired the U.S. Army to build a maze of tunnels and top the rim with observation bunkers in 1909.



Stop by the hotel to clean up for the rest of the day.



#### Explore the Polynesian Cultural Center

The Polynesian Cultural Center, which features seven Polynesian "islands" in a beautifully landscaped, 42-acre setting representing Samoa, New Zealand (Aotearoa), Fiji, Hawaii, Tahiti, the Marquesas and Tonga. A man-made freshwater lagoon winds throughout the Center. In its presentation of Polynesian cultures, the Cultural Center highlights the dignity of the Polynesian people, their great sense of adventure and discovery, the prestige of their cultures, and their uniqueness and ethnicity.

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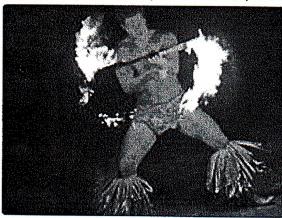
Dinner will be included as part of your visit to the cultural center.





## Attend "HA! Breath of Life" in the Pacific Theatre

A Pacific isle saga of birth and death, love and family, tragedy and triumph. The symbolic story of Mana and his beloved Lani, punctuated by Polynesian dance, music and blazing fire knives, is told in "Hā: Breath of Life," a stunning evening show featuring over 100 Polynesian natives, special effects, animation and surround sound.





Evening Return to Hotel and Pack Your Bags!

## March 25 - Monday



Inclusive Breakfast



Check Out of Hotel and Depart for Home

#### **Tour Package Inclusions**

In addition to the specific accommodations, transportation, sightseeing, events, and/or meals indicated in the Tour Itinerary above, the Group's tour package also includes:

- Complimentary Tour Package for Director and/or Adult Chaperones at Double Occupancy. Unless
  otherwise noted, our standard Complimentary Tour Package Ratio is 1 Complimentary Tour Package
  for every 10 paid participants. Please note that to keep student costs as affordable as possible, ALL
  complimentary packages are double occupancy. Upgrades for single occupancy packages to single
  occupancy rooms will incur an additional fee.
- · Individual payments accepted (group payments are not required) through our dedicated payment portal
- · Tour led by a professional, highly-qualified Tour Guide(s) from Harmony Tours.
- Tour package pricing also includes the following gratuities and fees: (1) hotel porterage, if applicable;
   (2) bus driver gratuities; (3) inclusive meal service gratuities; and (4) tour guide gratuities, if applicable.
- Dedicated access to the Harmony Tours Travel App for smartphones before, during, and after tour.
   Travel App offers (1) Group Mapping (located travelers and navigate with confidence); (b) Group
   Texting (one-way text your entire group, sub-groups, and/or individual travelers); (c) Share Documents
   (itineraries, safety protocols, etc.); (d) Group Photo Gallery (share pictures as a group, download to
   devices, share with family & friends); and (e) Post-Tour Keepsake Video of Tour (professionally curated
   from your crowdsourced photos within the app during the tour).
- All tour funds held in an FDIC-insured Client Trust Account until either (a) paid to a tour supplier; or (b) tour concludes.
- Professional Tour Operator's Errors & Omissions Insurance in the amount of \$1 million per occurrence / \$3 million aggregate.
- Affordable Cancel For Any Reason Travel Insurance (optional) offered and HIGHLY RECOMMENDED. Premium must be paid with first payment (deposit).

#### **Tour Package Rates Based on Occupancy**

Rate per Person @ QUAD Occupancy:	\$2,655.00
Rate per Person @ TRIPLE Occupancy:	\$2,762.00
Rate per Person @ DOUBLE Occupancy:	\$2,954.00
Rate per Person @ SINGLE Occupancy:	\$3,531.00

#### **Progress Payment Schedule**

Payment #	Payment Due Date	Quad Pmt Due	Double Pmt Due	
1 (Deposit)	September 15, 2023	\$531.00	\$590.80	
	October 13, 2023	\$531.00	\$590.80	
3	November 10, 2023	**************************************	\$590.80	
Taran Challeng Asian assess	December 8, 2023	\$531.00	\$590.80	
5.000.5.000.000.000.000.000.000.000.000	January 21, 2024	\$531.00	\$590.80	
6	N/A	\$0.00	\$0.00	
<b>7</b>	N/A	\$0.00	\$0.00	
8	N/A	\$0.00	\$0.00	
	N/A	\$0.00	\$0.00	
10	N/A	\$0.00	\$0.00	
75 (11)	N/A	\$0.00	\$0.00	
12	N/A	\$0.00	\$0.00	
13	N/A	\$0.00	\$0.00	
Total:	5	\$2,655.00	\$2,954.00	

#### **Cancellation Schedule**

Cancellation Date Range				Cancel	Cancellation	
				%	Quad	Double
Up to 121 Days Prior to Departure:		November 21, 2023	0%	\$0	\$0	
Days:	November 22, 2023	To	December 21, 2023	20%	\$531	\$591
From 89 days:	December 22, 2023	To 60 days:	January 20, 2024	25%	\$664	\$739
From 59 days:	January 21, 2024	To 30 days:	February 19, 2024	50%	\$1,328	\$1,477
From 29 Days:	February 20, 2024	To	End of Tour	100%	\$2,655	\$2,954

#### **Additional Terms & Conditions**

1. PAYMENT TERMS. Payments to Harmony Tours ("HT") may be made via the payment portal website link provided to the Group Leader. Accepted forms of payment are ACH (electronic bank transfer, convenience fee of 1%, plus \$0.30 per transaction), credit/debit card (3.9% credit card fee, plus \$0.30 per transaction), or AMEX (4.9% card fee, plus \$0.30 per transaction). Payments may also be made via cashier's check / money order payable and mailed to:

HARMONY TOURS, 1001 East Harmony Rd, Ste. A-300, Fort Collins, CO 80525

Payments must be made by the payment dates listed or a \$50 penalty will be assessed, and participant may be placed on the waitlist for the tour. Reservations and prices are not guaranteed until Harmony Tours has received the deposit set forth in the Progress Payment Plan in this Tour Agreement.

- 2. AIR-INCLUSIVE TOUR PACKAGES. All air-inclusive tour package rates are based on current lowest rates of airfare. Airlines officially publish fares 330 days prior to departure. We will monitor flights and fares in the event we are able to secure lower rates. Please note that variable factors may exist which may increase or decrease the final price, including, but not limited to: 1) the actual cost of airfare when booking flights for the group; 2) fuel surcharges and taxes passed along by the airline at the time of ticketing between 30–45 days prior to travel; and 3) final number of paying travelers with a minimum of 35 per bus. Actual airfare and trip prices are contingent upon rates available when booking flights for the group and will be invoiced accordingly. If a group falls below minimum group size, Harmony Tours retains the right to re-cost the tour based on actual passenger count. After 120 days prior to tour departure, travelers will no longer have the option to switch to a land-only package.
- 3. FUNDRAISING FUNDS. For groups using our individual on-boarding, deposit, and progress payment system, Harmony Tours will credit bulk fundraising checks provided by the group up to two times between the deposit due date listed above and 70 days prior to the group's scheduled departure date. This service is available at no additional cost to the group or individuals in the group. All fundraising checks must be payable to "Harmony Tours," received in our office as a single check, and must be accompanied by a disbursement list that details the traveler accounts and amounts to be credited. Any additional fundraising, scholarships, school credits etc. beyond these two disbursements, or outside the times specified above, will be subject to a \$150 per check processing fee.
- 4. EXCLUSIONS. Unless otherwise set forth in a writing and signed by both parties, the following are expressly excluded from this tour package: (1) checked baggage fees; (2) excess or over-sized instrument or baggage fees; (3) roll-away beds; (4) instrument or equipment rental; and (5) meals and/or admissions not indicated in the itinerary.
  PLEASE NOTE: Airline baggage policies vary and are subject to change. Current customary baggage fees are generally \$30-\$35 or more for the first one-way checked bag, and \$25-\$50 for the second one-way checked bag. The airlines require that ALL baggage fees be paid at check-in (airlines will not allow us to pre-pay baggage fees). BAGGAGE FEES ARE NOT INCLUDED IN THE PACKAGE PRICE.
- 5. MODIFICATION OF TERMS. All terms of this agreement, including payment deadlines, must be adhered to unless HT authorizes, in writing, a modification of the terms of this agreement.
- 6. CHAPERONES. Groups with participants under 18 years of age must be chaperoned by teachers, school administrators, parents, faculty, and/or school staff members over the age of 25 and they must be provided by the group.
- 7. CANCELLATIONS. Harmony Tours will only accept cancellations made in writing. Written cancellation requests must be in writing and emailed to <a href="mailto:tours@go2harmony.com">tours@go2harmony.com</a> The cancellation fees in the schedule set forth above will be increased by any non-refundable deposits or payments made by HT which can include, but are not limited to airline tickets, festival fees, and/or theater tickets. After 120 days prior to departure, no refunds will be given for CFAR travel insurance policies or checked bags. Please allow up to six weeks for refunds.

- 8. SUBSTITUTIONS. Prior to 120 days before to your scheduled departure date, the group may substitute a traveler or travelers for a different traveler or travelers not on the original list of travelers for no additional cost or fee. From 120 days prior to your scheduled departure date until 30 days prior to your scheduled departure date, the group may make substitutions subject to a \$75.00 per occurrence processing fee, plus any additional vendor change fees (airline name change fees, hotel room change fees, etc.). From 30 days prior to your scheduled departure date until departure, the group may not make any substitutions.
- 9. LATE ADD-ONS. Prior to 150 days before to your scheduled departure date, the group may add travelers not on the original list of travelers without a processing fee. However, groups adding a traveler or travelers prior to that time may incur an "Empty Seat Supplement" fee, if the late add(s) cause the group to go into "Empty Seat Supplement" status (see paragraph 16 below). From 150 days prior to your scheduled departure date until 30 days prior to your scheduled departure date, and subject to availability, the group may, with written approval from Harmony Tours, add travelers subject to a \$100.00 per occurrence processing fee, plus any additional vendor add-on fees (airline ticketing fees, increased airfare, hotel room change fees, etc.), plus any "Empty Seat Supplement" fee incurred by the added traveler(s). From 30 days prior to your scheduled departure date until departure, the group may not add any additional travelers. Groups that register after 150 days prior to their departure will have 30 days to complete tour registrations, add-on options, and land-only packages without late add-on fees.
- 10.RATES & 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 group may also change the cost of the trip.
- 11.RIGHT OF REFUSAL. Harmony Tours 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.
- 12.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 on the tour 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. Harmony Tours and its representatives reserve the right to have confiscated all such items brought on the trip or in the possession of any participant.
- 13.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 motor coach company, the airline, or Harmony Tours, in which event no refunds will be given for unused items.
- 14.DRIVER DUTIES. The driver of each motor coach utilized shall be in complete control of their motor coach and shall have the right to deviate from the route set forth in this itinerary where the driver determines at their sole discretion that such deviation is necessary for the safety or comfort of the trip participants.
- 15.MOTOR COACH CAPACITY LIMITATIONS. The Chaperones for each motor coach utilized will conduct a passenger count each time the group boards their motor coach(es) and shall confirm with the driver before departure that all participants (including all Chaperones) are on board. The group shall not at any time carry passengers in excess of the stated limit for the motor coach utilized. Only passengers on the official group manifest are permitted to ride on the motor coach(es) at any time during the trip.
- 16.MINIMUM PARTICIPATION. We have priced your tour in accordance with your best estimate for number of travelers. If your tour includes transportation via motor coach, we will reserve the number of motor coaches needed based on your estimate. As such, if your group drops below, or goes above the original estimate, each participant may incur an "empty seat supplement" to cover any unused or under-utilized motor coach seats we have arranged (relative to the number of seats originally contracted). We will notify you of any empty seat supplement once you provide final passenger counts to our office. Empty seat supplements must be paid with or prior to the final payment due date for your tour. We will do our best to work with you to avoid any empty seat charges.
- 17.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.
- 18.EXCESS CLEANING CHARGES. The group shall be subject to a MINIMUM cleaning charge of \$50.00 per person if a motor coach or hotel room requires anything more than normal cleaning at any time during the trip or upon completion of the trip.

- 19.RESTRICTIONS ON ITEMS BROUGHT ON TRIP. Personal audio and/or video equipment may only be used with headphones during the tour. No ice chests, trash cans, luggage, bags or other objects may be placed in the aisle of the motor coach while the motor coach is in motion.
- 20.MOTOR COACH RULES. Please do not stand in the aisle of the motor coach when it is in motion. There is no smoking on the motor coach 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. Harmony Tours and the motor coach company are not responsible for late passengers. Neither refund, nor exchange is authorized for participants who miss a scheduled departure.
- 21.FORCE MAJEURE. Harmony Tours cannot be held responsible for extraordinary occurrences beyond its control, which may cancel or limit your scheduled event(s) and/or the tour itself. Harmony Tours will not be responsible for delays or cancellations due to heavy traffic, road construction, accidents, severe weather or other acts of God, or other unforeseeable circumstances. If additional time is required by the group to complete the trip due to any of these factors, additional charges may apply. Harmony Tours 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.
- 22.Harmony Tours offers the industry-leading travel insurance option of "Cancel For Any Reason." Although we are not legally allowed to require participants to take this insurance, WE HIGHLY, HIGHLY RECOMMEND THAT ALL PARTICIPANTS DO SO!!!
- 23.TRAVEL INSURANCE. Cancel for any reason trip cancellation coverage insurance coverage is available and strongly recommended. This important, low-cost protection can save participants money if they are forced to cancel or alter their trip for any reason. Provided by Travel Insured, Cancel for any Reason Coverage (or, CFAR) gives you peace of mind in case you need to cancel the trip, or the trip gets cancelled outside of your control. In the event such coverage is initiated, CFAR insurance pays you back seventy-five percent (75%) of any money you've paid for the trip that wasn't refunded to you by Harmony Tours and its suppliers. Details are available from Harmony Tours on request.
- 24.LIMITATION OF LIABILITY. Should a scheduled time or event be missed due to any fault of Harmony Tours, Harmony Tours will not be liable for any losses other than the cost of the event. Harmony Tours is not responsible for lost or stolen baggage or any other personal items brought on the trip. Once Harmony Tours 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. Harmony Tours shall not be responsible for replacements of or refunds for lost or stolen documents. Harmony Tours shall have access to all parental and/or medical release forms collected by the school or organization and pertaining to this tour.
- 25.BREACH OF CONTRACT BY GROUP. In the event the group breaches this contract, Worldwide Performance Group, LLC (dba, Harmony Tours) shall retain all payments made by the group in order to partially offset the resulting damages. Harmony Tours'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 Harmony Tours under this agreement.
- 26.GOVERNING LAW & RESOLUTION OF DISPUTES. This agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado. 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 Larimer County, Colorado, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.
- 27.LEGAL FEES. Any and all legal fees incurred by Harmony Tours 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.
- 28.PHOTOGRAPH / VIDEO. Individuals and/or groups initiating enrollment in this tour grant Harmony Tours and its employees, agents, and assigns the right to photograph and/or video the participants during the course of the tour and to use the photo and/or other digital reproduction for publication / advertising purposes and waive any rights of compensation or ownership thereto. Traveling on the tour implies permission granted.
- 29.FULL & COMPLETE AGREEMENT. This agreement represents the full, final and complete agreement between Worldwide Performance Group, LLC (dba, Harmony Tours) and the group for the tour package set forth above. All prior written and/or oral agreements with respect to the tour package are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties. Changes including but not limited to itinerary, flight lists, ticket/admission purchases, number of hotel rooms, and number of passengers cannot be made within 30 days of departure, without express, written consent from Harmony Tours.

## **Tour Agreement Signatures**

If the foregoing accurately represents your understanding of our agreement, please sign and date this agreement where indicated below. Please deliver this original copy of the agreement to Harmony Tours and we will sign and date it and return a fully signed copy of it to you.

Group Name:	
AGREED AND ACCEPTED on:	(Date)
Signature	
Print Name and Title	
Harmony Tours:	
AGREED AND ACCEPTED on:	(Date)
Signature	
Print Name and Title	