

USA Student Travel TERMS & CONDITIONS OF CONTRACT – READ CAREFULLY

RESERVATIONS AND PAYMENTS: A non-refundable deposit (amount as specified on reverse) per passenger and a completed and signed Registration Form are required to secure a reservation. Checks, money orders, cashier's checks, MasterCard, Discover Card and Visa may be used for deposits and payments. USA does not accept cash payments. **Reservations received after the final payment date, must pay in full, plus a \$30 late fee.** Once your deposit is received, you will be sent a confirmation billing statement that includes your Traveler ID number. This number should be written on all payments. **Payments may also be made online at www.usastudenttravel.com.** USA will process applications for reservations on a first-come first-served basis. If space is not available when your application and deposit are received, we will retain your payment and place your name on a waiting list until space becomes available or you request to be removed from the list. If there is a cancellation, the first person on the waiting list will be added in the cancelled slot. There is a \$35 per-person fee (plus any airline or tour package imposed fees) for changing your reservation, if permitted, once deposit has been received by USA.

PAYMENTS Participant will receive a monthly invoice and be expected to make a minimum mandatory payment as outlined on your Registration Form. There will be a \$30 service charge for each returned check and a \$10 service charge for each declined credit card.

FINAL PAYMENT: Final payment date is listed on the Registration Form. Full and complete payment for the invoiced amount must be made by this date. Failure to do so may subject the participant to cancellation and cancellation penalties. A \$30 late payment service charge is assessed to participant if final payment is not made by the final payment date.

CANCELLATIONS: If you cancel your reservation, your right to refund is limited, as set forth below. All cancellations must be in **WRITING** and **MAILED OR FAXED** to (916) 939-6806 USA STUDENT TRAVEL, 5080 Robert J Mathews Parkway, El Dorado Hills, CA 95762. Verbal or telephone cancellations are not permitted.

CANCELLATION CHARGES: Your registration deposit is non-refundable & non-transferable to another confirmed participant. A cancellation received after deposit but prior to final payment date will result in loss of the non-refundable deposit amount and any additional air, motorcoach, activity or hotel fees ("nonreimbursable additional expenses"). A cancellation received after final payment date, but more than 45 days prior to departure date, will result loss of non-refundable deposit plus a \$100.00 cancellation fee and any non-reimbursable additional expenses. A cancellation received within 45 days prior to departure date will result in no refund. The actual fee depends on the date cancellation is received by USA. There is no refund for no-shows or unused portions of the travel package. A \$30 reinstatement fee, plus any additional airline/motorcoach/hotel fees, is assessed for cancelled travelers who wish to reinstate based on availability. Upon cancellation of the transportation or travel services, where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of the contract for transportation or travel services, all sums paid to USA for services not received by you will be promptly refunded by USA to you within 14 business days after the cancellation, unless you otherwise advise USA in writing, after cancellation. The rights and remedies made available under this contract are in addition to any other rights or remedies available under applicable law. However, we offer refunds under this contract with the understanding that receipt of that refund waives the additional remedies.

NAME CHANGES/SUBSTITUTIONS: Name changes are only accepted after registration and 45 days prior to departure and are the responsibility of the participant. There is a \$35 service charge (plus any airline or tour package imposed fees) on all name changes. A name change must be in writing, signed by both participants and mailed/faxed to USA. USA assumes no responsibility for money exchanges between participants.

PARENT PERMISSION FORM: All participants are **REQUIRED** to submit their signed parent permission form before departure. The Head Chaperone will collect this form on the day of departure (unless otherwise specified). No participant will be allowed to travel without a signed form.

ROOMMATES FOR STUDENTS: Your tour is based on quad/quin occupancy (4/5 students per room) unless otherwise specified. ****IMPORTANT**** You and your organizer/school coordinator are responsible for choosing roommates 60 days prior to departure. USA DOES NOT assign roommates. Males and females must be separated (no co-ed rooms will be allowed).

MINIMUMS: The price of the program is based on a minimum number of paid participants per motorcoach. Minimums not being met could result in an additional minimal charge.

ADDRESS CHANGE: You must notify our office in WRITING of any address changes. We are not responsible for travel documents that are undeliverable due to an address change. USA cannot be responsible for lost or misdirected mail.

EXPENSES: Prices include only those services specifically stated in your tour package. Items such as food, clothing, room service, telephone calls, purchased activities, tipping, and other items not specifically mentioned in the brochure are not included and are the responsibility of the participant.

PRICES: Prices stated in your travel package are based on airfares and motorcoach rates effective at time of booking, and also reflect a discount for payment by cash, check or money order. All other forms of payment,

including credit cards, must add \$15 per person (one time only) to the current cash discounted price. Airfares and motorcoach rates are subject to change. Changes could include fuel surcharges, tax increases, not meeting minimum signup requirements, change of date or trip and other unforeseeable fees which could cause price increases. We will notify you in writing if these fees change and or the prices increase. Price does not include optional cancellation insurance.

TRAVEL PROTECTION INSURANCE: Additional Travel Protection is available and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important, low-cost protection, which covers trip interruption/cancellation, travel delays and baggage delays, is provided by Travel Insured International and can protect your investment. Please refer to Part A of the information brochure on the Travel Insured International link on the www.usastudenttravel.com website. This insurance is nonrefundable and nontransferable. Insurance costs are based on the cost of your trip (\$1-\$500= \$30 \$501-\$1,000=\$50 \$1,001-\$1,500=\$70 \$1,501-\$2,000=\$100). Please include the cost (\$30, \$50, \$70 or \$100) of the optional cancellation insurance with your deposit or payment. Insurance is only added when full payment is included. You must do this prior to final payment date. If the participant chooses to deny coverage, he/she will assume full financial responsibility for the cost of the travel package price and will hold USA harmless for any losses due to cancellation, lost or stolen baggage, delays or any other unforeseen circumstances. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement.

RESPONSIBILITY: Neither USA, nor its employees, affiliates, officers, directors, successors, agents, and assigns, owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food services, local tour guides, etc. As a result, USA will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond USA's control, including without limitation, acts of civil or military authorities, by reason of statute, rule, local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, accident or illness, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as ADA, cancellation, delay or overbooking, or travel participant negligence, USA cannot assume and is not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs, or expenses including without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility for, and hereby releases USA from, any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel. USA recommends that you visit the website of the Department of Transportation (www.dot.gov) for current news and releases regarding public transportation. In case of hotel overbooking, USA will relocate you to a property of equal value.

SCHOOL SPONSORED/NON-SCHOOL SPONSORED: Please check the itinerary to understand whether your trip is a school sponsored or non-school sponsored program. All the same rules, behavior code and dress code requirements apply in either case.

CHAPERONES AND TEAM USA STAFF: Chaperones are required on all trips and are selected by the trip organizer. Administration, Teachers and parents are all invited to participate. **USA Staff are not chaperones;** however, USA staffing of these programs is provided to guarantee a smoothly- run program.

CHANGES: USA reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. USA reserves the right to decline to accept any person as a member of the trip, or to require any participant to withdraw from the trip, at any time, such action is determined to be in the best interest of the health, safety, and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. Baggage/ personal effects are solely the responsibility of the owner.

JURISDICTION AND VENUE: The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be

brought in a State or Federal court in the State of California with a venue in the County of Sacramento.

PARTICIPANT RESPONSIBILITY: You are responsible for your actions on the entire tour, beginning and ending with air flights or motorcoach. Further, you are responsible for the consequences of your participation. Inappropriate behavior can be cause for eviction from the program and to be sent home at your expense. No refunds will be made for any unused portion of a trip.

DISABLED STUDENTS: If you have a disability that requires accommodation or special assistance, you must notify us in advance. Upon written request, information will be provided to you regarding accessibility to various facilities. USA does not control the disabled accessibility of any portion of the travel package. USA will attempt to work with vendors to make reasonable accommodation for disabled students. Assistance with respect to personal care matters involving handling of monies, i.e. payment for various sundry items: cognizance of distance, location and time; hygiene; feedings; and similar matters do not constitute reasonable accommodations, and the disabled student must provide and be accompanied by an attendant for such personal care matters. All costs in connection with an attendant shall be the responsibility of the disabled student. Participant must notify USA of any special needs prior to final payment date.

USA MAINTAINS A TRUST ACCOUNT to protect its clients' payments pending distribution to suppliers. Your payment related to your scheduled travel package that will be paid to USA, will be placed into USA's Client Trust Account #3801531298, Wells Fargo Bank, El Dorado Hills, CA.

SELLER OF TRAVEL: WorldPass Travel Group, LLC of which USA Student Travel is a division, is registered as a seller of travel services in the states of California #2079143-40, Washington #602524335, Nevada #2002-0822 and Florida #36354, and is a registered Hawaiian travel agency #6270. Registration as a Seller of Travel does not constitute approval by the State of California. Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund. In the event of the default of USA, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you as a travel participant or as a person making payment on behalf of a travel participant (a "California customer") are located in California at the time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to USA that is due because of the bankruptcy, insolvency, cessation of operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of USA. Nevada - Recovery Fund for Consumers Damaged by Sellers of Travel: You may be eligible for payment from the Recovery Fund if you have paid money to a seller of travel registered in this state for the purchase of travel services or a vacation certificate and you have suffered certain financial damages as a result of the transaction. To obtain information relating to your rights under the Recovery Fund and the filing of a claim for recovery from the Recovery Fund, you may contact the Nevada Consumer Affairs Division of the Department of Business and Industry at the following locations: Southern Nevada: 185- East Sahara Avenue, Suite 101, Las Vegas, Nevada 89104, 702-486-7355 (phone), 702-486-7371 (fax), ncad@ficonsumer.org, Northern Nevada: 4600 Kietzke Lane, Building B, Suite 113, Reno, Nevada 89502, 775-688-1800 (phone), 775-688-1803 (fax), renocad@ficonsumer.org.

FLIGHT SCHEDULES/CHANGES/DELAYS: Flight times are not guaranteed and may affect actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Flight delays/cancellations are unfortunate but are an inherent risk in air travel and beyond the control and responsibility of USA.

FLIGHT DEVIATIONS: Flight deviations are not permitted.

SHARING OF INFORMATION: Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels, and other tour operators, USA may be sharing your personal information with those companies. We may share the following information: Name, address, phone, birth date, gender, and school you attend or teach at, and/or email address. USA may also share this information with other non-related companies, unless you inform USA in writing that you do not consent to sharing of your information to non-related companies. USA may capture the trip on film and digital images and use photos, videos and digital images for its marketing materials. USA appreciates your participation in our photos, videos, and evaluations, and USA reserves the right to use these to promote and advertise future tours.

ENTIRE AGREEMENT: The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardian(s), heirs, assignees, administrators, executors and all members of his/her family. I/we have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and agree to all of its conditions.

REGISTRATION & METHOD OF PAYMENT FORM:

Name of School you are traveling with: _____

Legal First Name: _____ Last Name: _____

Mailing Address: _____ Phone Number: (____) _____

City: _____ State: _____ Zip Code _____ Cell Phone: (____) _____

Date of Birth: ____/____/____ Male _____ Female _____ Email _____

Signature of Parent: _____ Date: _____ Signature of Participant: _____ Date: _____

I HAVE READ, UNDERSTAND AND AGREE TO THE TERMS AND CONDITIONS.

Payment Information: Check/Money Order _____ Visa _____ Master Card _____ Discover Card _____ Amount: \$ _____ + *\$15.00 = _____

Credit Card Number: _____ Expiration Date: _____

Name of Cardholder (PRINT): _____ Signature: _____

*Credit card usage incurs an additional \$15.00 (one time only) to the cash discounted price.

Complete, Detach and Mail form with your deposit or payment in full to USA Student Travel, 5080 Robert J Mathews Parkway, El Dorado Hills, CA 95762. 916-939-6805