

USA Student Travel TERMS & CONDITIONS OF CONTRACT – READ CAREFULLY

RESERVATIONS: A non-refundable/non-transferable deposit per participant and a completed and signed Registration Form is required to secure a reservation. 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: Participant will receive a monthly invoice and be expected to make a minimum payment as outlined on your registration form. Payments can be made by check, money order, cashier's check or Credit Card (Visa or MC only) USA does not accept cash payments. A \$20 service charge for returned checks and a \$10 service charge for each declined credit card will be added to the participant's account. Participants can make payments on the Internet at www.usastudenttravel.com.

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 \$30.00 late payment service charge is assessed to participant if final payment is not made by final payment date.

CANCELLATIONS: All cancellations must be in **WRITING and MAILED OR FAXED** (916) 939-6806 to 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 occurring after deposit but prior to final payment date will result in loss of the non-refundable deposit amount. A cancellation occurring after final payment date, but more than forty five (45) days prior to departure date, will result in a \$100.00 penalty plus any additional hotel, airline, motor coach, or activity costs that have been incurred. A cancellation occurring within forty five (45) days prior to departure date will result in no refund. There is no refund for no-shows or unused portions of the travel package. A \$30 reinstatement service charge 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 forty five (45) days prior to departure and are the responsibility of the participant. There is a \$50.00 service charge 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 grads 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 grad will be allowed to travel without a signed form.

ROOMMATES FOR STUDENTS: Your tour is based on quad/quint occupancy (4/5 students per room). ****IMPORTANT**** You and your organizer 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 bus/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.

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 the responsibility of the participant.

PRICES: Prices stated in your travel package are based on airfares, motorcoach and rates effective at time of booking. Airfares and rates are subject to change. Changes could include Government taxes, airport passenger taxes, fuel surcharges and other unforeseeable service charges that may increase the price of your trip. Price does not include optional cancellation insurance.

TRAVELERS INSURANCE: Because unforeseen circumstances occur, it is wise to protect your money in case of a need to cancel your trip arising from an emergency such as illness or death in the immediate family. The majority of travelers invest in the small premium to have the comfort and security of insurance protection. Please include the cost (\$45) of the optional cancellation insurance (with your deposit or payment. Insurance is only added WHEN full payment OF \$45 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. An insurance brochure outlining all the coverages and limitations will be sent.

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, unless USA is negligent, 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, or 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 conditions, storm, flood, fire, earthquake, power or communication line failure, sickness, food poisoning, unsafe sanitary conditions, quarantine, acts or omissions of carriers including but not limited to breach of contract, 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, 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. In case of hotel overbooking, USA will relocate you to a property of equal or superior value. USA recommends that you visit the websites of the Department of Transportation (www.dot.gov) and the Federal Aviation Administration (www.faa.gov) for current news and releases regarding air and public transportation.

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 Student Travel will also provide staffing of these programs 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. Please check travel advisory boards for your particular destination. No refunds will be made for any unused portion of a trip. USA IS NOT A CHAPERONE. USA cannot be responsible for lost or misdirected mail; changes in your address and phone number must be submitted in writing.

DISABLED STUDENTS: 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 #100-9263490, WFB.

SELLER OF TRAVEL: USA Consolidated Travel Group, of which USA Student Travel is a division, is registered as a seller of travel services in the states of California, Washington, and Nevada and is a registered Hawaiian travel agency. Respective seller of travel registration numbers are: California #2001306-40, Washington #6017445770010002, and Nevada #2001-0344. 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 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 60 days (or in some limited circumstances, 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.

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



REGISTRATION & METHOD OF PAYMENT FORM:

Name of School you are traveling with: _____

Legal First Name: _____ Last Name: _____

Mailing Address: _____

City: _____ State: _____ Zip Code _____ Phone Number: (_____) _____

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

Payment Information: Check/Money Order _____ Visa _____ Master Card _____ Discover Card _____ Amount: \$ _____

Credit Card Number: _____ Expiration Date: _____

Name of Cardholder (PRINT): _____ Signature: _____

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

*By signature below, the participant and parent expressly consent to the use by USA of participant's name, photo or likeness for promotional purposes.

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

USA Student Travel 5080 Robert J Mathews Parkway, El Dorado Hills, CA 95762. 916-939-6805

Please return this form with your payment to : Janie Rolfe, PHS Info Office