



The journey is the reward

CONTRACT

Group: Miami Trace Local School District – Miami Trace Middle School
Tour Dates: October 22-25, 2018 **Destination(s):** Washington, DC & Philadelphia, PA

This tour is being arranged, booked, and facilitated by Prodigy Student Travel, Inc. ("PST") through independently owned and operated common carriers, hotels, restaurants, attractions, special events, security providers, and destinations. In all matters, PST and its employees and agents act only in the capacity of suppliers of passengers in regard to any hotel accommodation, restaurant, attraction, special event, night supervision, tour escort, and all forms of transportation. Accordingly, PST and its employees and agents cannot be responsible, and assume no liability, for any accident, injury, loss, damage, delay or inconvenience of any participant that may result from any intentional or negligent act, omission, or nonperformance of any supplier or agent during or relating to the tour, including common carrier, hotel or lodge, restaurant, attraction, special event, security provider, or other supplier or agent.

All costs to the group are agreed at the signing of this contract and shall be honored, except for adjustment in the event of increases passed on by a trip supplier for transportation fuel surcharges, and adjustments or additions to itineraries due to changes in the number of paid passengers per coach from that stated upon making of the contract.

In the event the Board of Education, an administrator of the Board, or the Sponsor of the trip cancels the trip out of concerns for the safety or well-being of the students, the following refund policy will apply:

Cancellation prior to and including August 22, 2018: 90% refund of total trip price.

Cancellation as of August 23, 2018: 80% refund of total trip price.

In the event of cancellation of individual student trip packages, the following refund policy will apply:

1. **The initial deposit is non-refundable.**
2. Individual cancellations prior to September 22, 2018, shall be entitled to any amounts already paid to PST that are refundable to PST from its vendors, suppliers, and contractors. PST shall make all reasonable efforts to secure such refunds from its vendors, suppliers, and contractors.
3. Individual cancellations after September 22, 2018 shall receive refunds at the discretion of PST.

PST reserves the right to alter the itinerary and to make **REASONABLE SUBSTITUTIONS** in transportation, accommodations, attractions, meals, and other related services when deemed necessary, but will advise and seek mutual agreement of the group sponsor to such changes whenever possible.

The school is assuming the role of chaperone. These duties, along with any disciplinary problems are the responsibility of the group and not PST, Inc. A chaperone to student participant ratio has been outlined in your TOUR DATE AGREEMENT. The number of chaperones set forth in the TOUR DATE AGREEMENT shall include only the number that is essential for the trip. Chaperones shall consist of only essential school personnel, including administrators and teachers. For said chaperones, PST will provide complimentary travel and accommodations equivalent to that provided to the students participating in the trip.



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This contract gives PST the authority to make all necessary arrangements, reservations, and to purchase admissions and tickets to special events and attractions, etc. on behalf of the contracted group or sponsor.

The contract is not binding on behalf of the group, the sponsor, the Board of Education or administrative personnel, and shall be NULL AND VOID if there is insufficient interest or deposits in hand at the time of the deposit deadlines.

Your District's individual TOUR DATE AGREEMENT is fully incorporated to this agreement by reference herein. In the event of any conflict between the terms stated in this CONTRACT, and those terms contained in your specific TOUR DATE AGREEMENT, the terms in the TOUR DATE AGREEMENT shall prevail over those herein.

This CONTRACT is made payable in and shall be governed by the laws of the State of Ohio.

Payment and Procedure Deadlines

Total Price per Student: <u>\$710</u> (Quad Occupancy)	Total Balance Due: <u>September 14, 2018</u>
Deposit per Student: <u>\$110</u>	Deposit Due: []
Rooming List Due: []	

The undersigned tour sponsor has read, understands, and agrees to all terms and conditions stated in this contract. It is also understood that if payment and procedure deadlines are not met by the group as specified herein, the inclusions in the TOUR DATE AGREEMENT cannot be guaranteed, and PST retains the sole discretion and contractual right to cancel this trip, and to limit any refunds to the standard individual refund policy above.

Please complete all categories:

Board of Education President: Mr. Mike Henry

Board President signature: _____ Date: _____

District Treasurer: Ms. Debbie L. Black

District Treasurer signature: _____ Date: _____

Destination(s): Washington, DC & Philadelphia, PA Tour Dates: October 22-25, 2018

Prodigy Student Travel, Inc. (signature) _____ Date: _____

This contract is not binding for either party unless accepted and signed by both parties