

# AGREEMENT

The ARTS Educational Tours (Provider) and the undersigned Customer (Group Leader) hereby enter into the agreement according to the following terms and conditions, including the terms and conditions and options selected on the attached Estimate (Tour Package), which is part of this agreement.

## 1. Cancellations and Reduction in Group/Participants Policy

We do not issue refunds during the process of collecting money if collecting as a "group payment". Therefore, we are unaware of how much everyone has paid (or is paying) for the trip. As you notify us of the cancellations, we keep note of any penalty for each individual and apply this to the final invoice.

If the Group Leader chooses to pay for the Tour Package through the individual trip participant booking portal, participants will be refunded as per the Booking Portal - Trip Participant Terms and Conditions stated in this agreement.

Travel Protection Insurance (Cancel for Any Reason - CFAR, Baggage, and Medical Insurance) is highly recommended, but not part of this agreement and is available for purchase by each participating traveler.

All cancellations and changes in the number of group participants must be submitted in writing, signed by the Group Leader or by or on behalf of the participant registered for the trip, and emailed to [info@theartsft.com](mailto:info@theartsft.com) or mailed to The ARTS Educational Tours, 101 E Dominion Dr Suite B, Harlingen, TX 78550.

The ARTS Educational Tours will base refunds on the schedule below:

| CANCELLATION: DAYS<br>PRIOR TO DEPARTURE | TOUR COST RETURNED WITH<br>WITH STANDARD POLICY | TOUR COST RETURNED<br>IF YOU PURCHASED CFAR |
|------------------------------------------|-------------------------------------------------|---------------------------------------------|
| 120-91                                   | 75% of tour cost minus any non-refundable fees  | Up to 75%                                   |
| 90-61                                    | 50% of tour cost minus any non-refundable fees  | Up to 75%                                   |
| 31-60                                    | 25% of tour cost minus any non-refundable fees  | Up to 75%                                   |
| 30-0                                     | No Refund                                       | Up to 75%                                   |

Initial registration deposit – Non-refundable per traveler

\*Refunds do not include the cost of the CFAR, other insurance coverage, and any non-refundable deposits or fees.

## **2. Fees and Payment Schedule Policy**

All Fees must be made in \$USD. If payments are not made according to the set payment schedule, the Provider reserves the right to cancel the Tour Package. The Provider reserves the right to withhold any services for non-payment. The Provider has the option to reinstate the Tour Package upon receiving the scheduled payment. Any late payment may affect the availability of services.

## **3. General Information Policy**

This Agreement shall be governed in all respects and aspects by the laws set forth by the State of Texas, and the parties hereby agree that any legal action concerning this agreement shall be brought in a court of competent jurisdiction in Cameron County, Texas. If counsel is required to enforce the terms of this agreement and/or corollary agreements, the prevailing party shall be entitled to recover attorney fees and costs.

If any word provision of this Agreement, or its application to any circumstance or person, is invalid or unenforceable, the remainder of this Agreement or the application of those provisions to other circumstances or persons shall not be affected thereby.

This Agreement and the attachments hereto, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements, or undertakings, oral or written, between the parties other than those set forth and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. The Agreement shall not be modified or amended except by a written agreement executed by both parties.

The parties have received this Agreement in its entirety and acknowledge that each has had the full opportunity to negotiate the Agreement's terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement's drafter and agree and affirm that the Agreement and all provisions thereof shall be construed as a whole, according to the fair meaning of the language used.

Failure to insist upon strict compliance with any of the terms, covenants, and conditions hereof shall not be deemed a waiver of such terms, covenants, and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in and signed by both parties.

The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

This Agreement may be executed by email or facsimile and/or any number of counterparts, any or all of which may contain the signatures of less than all parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All email or facsimile counterparts shall be promptly followed with the delivery of original executed counterparts.

The attached Terms and Conditions Tour Package form is incorporated into and is part of this Agreement.



## 4. Fees and Charges

**Non-Refundable Fees:** The non-refundable fees include the cost of the CFAR, bank NSF fees, late payment fees, phoned-in payments, fees for auto-pay declined credit card or electronic checks, and trip add-ons (shirts, photos, sweatshirts)

### Additional Charges:

- \$35 Late Fee if the balance is not paid in full by the final payment due date
- \$35 NSF charge on all returned checks
- \$35 Auto-pay declined credit card or ACH payments
- \$5 Credit/Debit Card phoned-in payments to the office plus additional 3.5% processing fee per transaction

Electronic Invoice Credit/Debit Card Payments – 2.99% processing fee per transaction

Electronic Invoice ACH Payments – 1% processing fee per transaction

Swiped Payments – 2.5% processing fee per transaction

## 5. Booking Portal - Trip Participant Terms and Conditions

Group Leaders choosing to pay for the Tour Package by group payments or by the individual trip participant booking portal acknowledge and accept the terms and conditions as stated below in brackets in addition to the standard group 6. Liability and Responsibility. These bracketed terms and conditions will be posted on the booking portal for trip participants and parents/legal guardians.

[This policy is for every participant who travels with The ARTS Educational Tours and chooses not to purchase the Student Travel Protection "Cancellation for Any Reason" insurance (CFAR). You may (in writing) cancel your reservation and receive a full refund within five days of your initial registration deposit. Beyond the five-day grace period, if you, the school, trip sponsor, group leader, or school administration cancel your reservation for any reason, The ARTS Educational Tours will base your refund on the schedule below:

| CANCELLATION: DAYS<br>PRIOR TO DEPARTURE | TOUR COST RETURNED WITH<br>STANDARD POLICY     | TOUR COST RETURNED<br>IF YOU PURCHASED CFAR |
|------------------------------------------|------------------------------------------------|---------------------------------------------|
| 120-91                                   | 75% of tour cost minus any non-refundable fees | Up to 75%                                   |
| 90-61                                    | 50% of tour cost minus any non-refundable fees | Up to 75%                                   |
| 31-60                                    | 25% of tour cost minus any non-refundable fees | Up to 75%                                   |
| 30-0                                     | No Refund                                      | Up to 75%                                   |

Initial registration deposit – Non-refundable per traveler

\*Refunds do not include the cost of the CFAR, other insurance coverage, and any non-refundable deposits or fees.

### The ARTS Educational Tours Recommends:

Student Travel Protection "Cancellation for Any Reason" insurance (CFAR). With the purchase of CFAR, participants may cancel for any reason, any time prior to departure, and receive a full refund less the cost of the protection and any non-refundable fees listed below. To receive a refund under the CFAR insurance program, this coverage must be purchased within 14 days of your initial trip deposit.

**Non-Refundable Fees:** The non-refundable fees include the cost of the CFAR, other insurance coverage, bank NSF fees, late payment fees, phoned-in payments, fees for auto-pay declined credit card or electronic checks, and trip add-ons (shirts, photos, sweatshirts)

**Cancellations:** All cancellations must be in writing prior to departure by or on behalf of the participant registered for the trip. Email [info@theartsft.com](mailto:info@theartsft.com) or mail it to The ARTS Educational Tours, 101 E Dominion Dr Suite B, Harlingen, TX 78550.

**Refunds:** The ARTS Educational Tours will refund monies directly to the trip participant if they are eligible for a refund as outlined in the cancellation sections above. All refunds are only issued to the primary contact and issued using the original form of payment on the account. Refunds will be issued within 30 days of receiving the request.

**Trip Price/Fixed Costs:** Fixed costs are trip expenses that remain unchanged regardless of the number of trip participants. Fixed costs may include non-refundable tickets such as theater tickets, park admission tickets, airfare, motor coach, nighttime security guards, guide services, and any built-in complimentary packages per total group paying participants. If the trip count falls below the originally budgeted counts set by the group leader, the total overall trip price may change to cover the transportation expenses or other fixed expenses.

**Fuel Surcharge:** The tour package price includes all known surcharges (fuel, taxes, and other fees) known at the time the group contracted with The ARTS Educational Tours. However, given the volatile nature of fuel prices, suppliers (for example, airlines and motorcoach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. Participants will be informed of any fuel surcharge prior to their final payment due date. No surcharge will ever be assessed after the final payment due date.

It is important to know that The ARTS Educational Tours works closely with all suppliers to eliminate or minimize any surcharges related to fuel, taxes, or fees. We have been able to absorb many small price increases and not pass them back to our travelers once the package price is advertised.

**General Provisions:** The ARTS Educational Tours is a tour provider that contracts for services on behalf of your group, including transportation, lodging, meals, and attractions. The ARTS Educational Tours reserves the right to change activities, attractions, meals, or hotels at their sole discretion due to availability, vendor issues, or safety reasons. The ARTS Educational Tours will inform the group leader, if changes are made, with as much advance notice as possible. The ARTS Educational Tours does not own or operate vehicles, hotels, restaurants, or attractions included in the tour and therefore cannot guarantee performance or levels of services provided by these vendors or be held responsible for acts or omissions of their organizations, employees, or agents. The ARTS Educational Tours cannot provide refunds in the event of delays, cancellations, overbooking, weather, strikes, an act of God, war (whether declared or not), terrorism, civil unrest, or circumstances out of its control. The ARTS Educational Tours has excellent relationships with destination vendors and will work on behalf of your group to request partial refunds if warranted.

**Dietary Requirements:** The ARTS Educational Tours collects all food allergies as a service to our customers and will forward the group's allergy list to all restaurants. We are not responsible for accommodating any food allergies, dietary requirements, or restrictions. All issues regarding food and drink, including all allergies, or dietary requirements are the sole responsibility of the traveling participant. Many trips use food courts; it will be the responsibility of participants to choose their food selection. Sit-down restaurants: The participant is responsible for informing staff of their allergy requirements.

**Eligibility/Drops:** The ARTS Educational Tours may drop participants from the trip for lack of payment. To be reinstated after being dropped, you will be charged a reinstatement fee, trip payments must be current, and space on the trip must be available. Space is filled on a first come first serve basis.

The group leader and the school administration will determine the eligibility of students. Student eligibility



will be determined based on several factors including but not limited to:

Attending school regularly  
Maintaining an acceptable academic record  
Behavior in accordance with school standards

**Trip Conduct:** All students are expected to follow the rules and policies of their school in addition to following the trip rules and instructions provided by the tour director, group leader, and adult chaperones on the tour. Parents/Guardians give permission for their child(ren) to participate in this tour and agree to follow the rules and policies of the trip. Parents/Guardians understand and agree that in a rare case where a student needs to be removed from a trip due to not following rules, disrupting the tour, or becoming a safety risk to other participants, they will incur the expense and responsibilities for transporting the student home.

**Photo Consent:** At different times throughout the year, school or school representatives, partners/vendors of schools, and media outlets request permission to film or photograph students in schools. They subsequently publish, broadcast, or use these materials, which often include images and depictions of students, as well as student's work and accomplishments. Parents grant permission and give consent for their child's likeness or work to be used/featured by their school, its partners/vendors, or electronic/media. As a vendor of a school, it is assumed, unless notified otherwise, that all student participants at our events have been cleared through the school by parents granting permission and giving consent for their child to be filmed or photographed.

**Additional Charges:**

\$35 Late Fee if the balance is not paid in full by the final payment due date  
\$35 NSF charge on all returned checks  
\$35 Auto-pay declined credit card or ACH payments  
\$5 Credit/Debit Card phoned-in payments to the office plus additional 3.5% processing fee per transaction  
\$50 Reinstatement fee for a participant who was dropped from the trip and then reinstated  
\$10 Name change fee for a participant who exchanges a spot on the trip with another participant

Electronic Invoice Credit/Debit Card Payments – 2.99% processing fee per transaction  
Electronic Invoice ACH Payments – 1% processing fee per transaction  
Swiped Payments – 2.5% processing fee per transaction  
Booking Portal Credit/Debit Card Payments – 3.9% processing fee plus .30 cents per transaction  
Booking Portal ACH Payments – 1.8% processing fee plus .30 cents per transaction

Some trips will have add-on options like trip gear, photos, etc. for purchase. You have the right to decline to purchase these add-ons.

**Waitlist:** Your spot on the trip is not guaranteed until your account has been paid in full. If you are placed on a waitlist due to not making a deposit payment, an outstanding account balance after the final payment deadline, or for any other reason, you must clear the waitlist procedures. You may incur additional charges by the airlines and other charges.

## **6. Liability and Responsibility**

**Limitation of Liability/Responsibility:** The ARTS Educational Tours, its employees, shareholders, officers, and directors do not own or operate any entity which provides goods or services for your trip, including but not limited to lodging facilities, transportation companies, sightseeing companies, entertainment or

food, and drink providers. As a result, The ARTS Educational Tours is not responsible for any negligent or willful act or failure to act of any other person or entity it does not own or control. Without limitations, The ARTS Educational Tours is not liable for any direct, indirect, consequential or incidental damage, injury, death, loss, accident, delay, inconvenience or irregularity of any kind which may be occasioned by any reason of any act or omission beyond its control, including, without limitation any willful or negligent act, failure to act, breach of contract or violation of local law or regulation of any third party such as airline, train, hotel, bus, taxi, local ground handler or guide. The ARTS Educational Tours is not liable for the financial default or insolvency of any supplier which is to or does supply any goods or services for this trip.

The ARTS Educational Tours is not responsible for any loss, injury, death, or inconvenience due to delay or changes in schedule, overbooking of accommodations, a default of third party, attacks or bites by animals, insects or pests, injury or death while on activities sponsored by other third parties, sickness, the lack of appropriate medical care, evacuation to same. The ARTS Educational Tours is not responsible for any loss, injury, death, or inconvenience due to delay or change in schedule resulting from weather, strikes, acts of God or government, acts of terrorism or the threat thereof, force majeure, war, quarantine, epidemics, or the threat thereof, criminal activity, or any other cause out of The ARTS Educational Tours control.]

For all estimates that include airfare, rates are subject to change until the trip has been contracted. Upon booking, The ARTS Educational Tours will request updated rates for final pricing. Luggage fees cannot be included and must be paid directly by individual travelers at the airport.

Baggage is carried at the owner's risk and baggage insurance is recommended. No refunds for tour portions or unused services can be made unless agreed to prior to departure of the tour.

Your retention of tickets, reservations, or bookings after issuance shall constitute consent to the agreement of your party to convey the contents herein to your traveling companions.

**Photo Consent:** At different times throughout the year, school or school representatives, partners/vendors of schools, and media outlets request permission to film or photograph students in schools. They subsequently publish, broadcast, or use these materials, which often include images and depictions of students, as well as student's work and accomplishments. Parents grant permission and give consent for their child's likeness or work to be used/featured by their school, its partners/vendors, or electronic/media. As a vendor of a school, it is assumed, unless notified otherwise, that all student participants at our events have been cleared through the school by parents granting permission and giving consent for their child to be filmed or photographed.

The right is reserved to decline to accept or retain any person as a member of any tour as circumstances may demand it.

The undersigned, duly appointed and authorized representative of group, has the authority to enter this contract and has read and understands this contract, and has had the opportunity to negotiate all the terms and conditions herein, and Group Leader accepts the Agreement and Terms and Conditions as written. The undersigned representative takes full responsibility for communicating this information to all participating members of the group and their parents or legal guardians, and other members of the group and understands that all participants of the group, and the parents or legal guardians of minor participants are bound by this Agreement should they choose to participate in the group activities covered in this Agreement.

The Agreement shall become effective upon execution by the parties. The parties have executed this Agreement by their signatures below:

**Customer (Group Leader)**

**Organization:** Vela MS Band

**Group Leader:** Mario Sarmiento

**Signature:** 

**Date:** 2/12/25

**The ARTS Educational Tours (Provider)**

**Name:** Scott Hartsfield

**Signature:** 

**Date:** 2/21/2025

**Estimate #** 1034

**Dated:** 12/9/2024



The ARTS Educational Tours  
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