

# Trip Agreement

## SI – Student Exchange 2017

### Student Exchange in Madrid June, 2017 / Hosting in Grand Rapids July, 2017

**General.** The terms, conditions, disclaimers, and limitations of this Agreement are extended to Image Tours Inc of 2828 Kraft Ave. S.E., Grand Rapids, MI 49512-2076, Forest Hills Northern School District, the appointed Student Exchange group leaders/chaperones, the Trip Coordinators, and Liceo, who will, hereafter, be jointly referred to as “Trip Organizers”. Upon payment of the air and trip price by the participant, Image Tours Inc agrees to provide the services specified, subject to the terms, conditions, and limitations contained in this Agreement. The participant agrees that if there are any corrections or changes, the correct information will prevail. The acceptance by the participant of any travel plan or other service shall be deemed to constitute acceptance of this Trip Agreement.

**Not Included.** Charges for passports, visas, inoculations, laundry, beverages, snacks, postage, faxes, telephone, any items of a personal nature, or any other admissions, items or services the inclusion of which has not been expressly specified. Porterage is NOT provided and the students will be expected to handle their own luggage at all times. Also not included are any airline fees charged directly to the passenger, such as seat assignment fees, up-grades, excess baggage fees, or any other airline service fees not included at time of ticket issuance.

**Price Changes.** Tour prices are based on tariffs, taxes and rates of exchange as known to the Trip Organizers on the date of booking, and are subject to change, until completion of the entire program, including the reciprocal hosting in Grand Rapids. The air portion of the tour is subject to change without prior notice until air tickets are paid in full and issued.

**Payments.** Image Tours Inc is only accepting check payments made payable to Image Tours Inc. (no credit cards). Image Tours Inc. reserves the right to cancel a reservation for which it has not received payment by the due date, or for which it receives a check returned due to insufficient funds. Cancellation policies will apply. Payments are due as follows: **\$745 by February 06, 2017; \$2000 by April 17, 2017; Balance by May 08, 2017.**

**Cancellation.** Using the date Image Tours Inc receives written notice of a request for cancellation, the following cancellation fees apply and will be retained by Image Tours Inc: **1) February 06, 2017 to April 17, 2017, \$745**  
**2) April 18, 2017 to May 08, 2017, \$2745.** (Note: Air tickets will be non-changeable and non-refundable as of 4/10/17.)  
**3) After May 09, 2017, no refund.**

Cancellation Notes: a) The above cancellation fees include the \$145 non-refundable insurance premium.  
b) If another student, not already participating, is accepted and able to travel in the place of a canceled student, additional refunds will be considered where possible, and the amount will be determined at the sole discretion of Image Tours Inc. Any such additional refund would be paid out after the full program has materialized, including the U.S. portion.  
c) No refund will be issued for any unused portions of a trip.  
d) No refund will be processed until Image Tours Inc receives proper documentation and refunds from suppliers.

**Travel Insurance.** Trip Mate Insurance Protection Plan travel insurance has been purchased with the initial deposit for this trip. Details about the insurance can be found on line at [www.tripmate.com/wpF430S](http://www.tripmate.com/wpF430S). Please note that the definition of “Trip Cost” for this program is defined as the per person trip cost paid to and invoiced by Image Tours Inc **as it relates to the air portion and trip services directly related to the participant. Other payments, including but not limited to the \$145 travel insurance premium, \$250 proportional cost of group leaders/chaperones, and \$500 September reciprocal exchange in the USA will be non-refundable and will not be covered by an insurance claim.**

**Travel Date Deviations.** No Date Deviation Requests will be accepted for this tour. Air for the students and group leaders/chaperones must be blocked as a group of 14+ traveling on the same departure and return dates in order to better assure that students will travel together with the group leaders/ chaperones. All students are required to depart and return on the same date as the group.

**Change Requests & Fees.** After Image Tours Inc receives the deposit, all changes, including but not limited to the spelling of participant's name, are subject to availability and acceptance by the suppliers and Image Tours Inc, and may result in an increase in trip price. Changes must be submitted in writing including specific dates, and if confirmed, the following change fees will apply: Prior to April 17, 2017, price increases and service fees will be charged as necessary to cover additional costs and time incurred by the change request plus a service fee of \$100; After April 17, 2017, changes will be subject to the cancellation policy as tickets will be non-changeable and non-refundable after this date.

**Cancellation by Trip Organizers.** If the trip should be canceled for reasons beyond Image Tours Inc control, per person cancellation penalties will apply. Image Tours Inc liability shall be limited to a refund in full of only those moneys it has received from or on behalf of the participant that can be retrieved from the suppliers. If the participant has purchased any services through any source other than Image Tours Inc, it is his/her own responsibility to become familiar with the penalties and restrictions of those services, in the event of trip cancellation or date change. Trip Organizers shall not be held liable for any penalties incurred from the cancellation or change of services purchased through another source.

### **Baggage.**

- 1) **Baggage Allowance:** Each participant is entitled to one suitcase and one carry-on bag during the trip, with measurements not to exceed the airline allowances applicable at time of travel. At this writing, the suitcase cannot exceed 62 total linear inches (length + height + width, excluding wheels and handles) and cannot exceed 50 lbs in weight. A few examples of sizes that fit this allowance are: 28" x 21" x 10.5" or 29" x 21" x 11". At this writing, the carry-on may not exceed 22" x 14" x 9". In addition, each participant may carry a coat over their arm, a camera or small purse over their shoulder, and a magazine or book in their hand. We recommend you travel light as you will be carrying your own luggage at all times during this trip.
- 2) **Loss or Damage.** Baggage loss or damage sustained while in the custody of an airline, hotel, host family, or transfer company is not the responsibility of Trip Organizers. Airline liability for baggage is stated on the passenger contract included with the documents, or a statement can be found on the airline website or on file at the offices of the airline. The airline's liability shall in no event exceed the actual loss incurred by the passenger, subject to proof of amount.
- 3) **What to do in case of damage or loss by an airline.** The participant must report the loss or damage immediately (while still at the airport) to the airline in question for two reasons: a) Most airlines require immediate claims or they will not accept them, and b) Insurance companies have the right to void any claim that is not reported immediately.

**Itinerary Deviations.** Due to special circumstances, itinerary and program adjustments may need to take place. The Trip Organizers reserve the right to make changes in the itinerary, program, schedule or sights, at their sole discretion.

**Air Schedules.** Prices are based on Economy Class. The airlines and air schedules provided by Image Tours Inc are subject to change at any time, and cancellation by tour participant due to airline or schedule changes will be subject to the cancellation penalties as outlined in the 'Cancellation' section.

**Hazardous Materials Notice.** Federal law forbids the carriage of hazardous materials aboard aircraft in your luggage or on your person. A violation can result in five years' imprisonment and penalties of \$250,000 or more (49 U.S.C. 5124). Hazardous materials include explosives compressed gases, flammable liquids and solids, oxidizers, poisons, corrosives and radioactive materials. Examples: paints, lighter fluid, fireworks, tear gases, oxygen bottles and radiopharmaceuticals. There are special exceptions for small quantities (up to 70 ounces total) of medicinal and toilet articles carried in your luggage and certain smoking materials carried on your person. For further information, review the prohibited items webpage on the TSA website: [www.tsa.gov](http://www.tsa.gov).

**Seating - Airlines.** The airlines will assign the seating. Trip Organizers cannot accept any special requests for seating.

**Frequent Flyers.** If you are a Frequent Flyer member and if the airline offers miles for tickets issued by Image Tours, it is your responsibility to make sure that you are credited your miles. The best way to do this is to enter your Frequent Flyer information through the airline website after tickets are issued. It is important that you **do not make any other changes to the record**, including seat assignments. We recommend you record your ticket number and keep your boarding passes until your Frequent Flyer statement includes your miles. Image Tours Inc cannot provide hard copies of tickets.

**Travel Advisories, Warnings and Health Alerts.** It is the responsibility of the traveler to become informed about current travel advisories and warnings. See the U.S. State Department's travel website at [www.travel.state.gov](http://www.travel.state.gov) or call 1-888-407-4747. For health alerts, see the Centers for Disease Control website at [www.cdc.gov](http://www.cdc.gov) or call 1-800-232-4636.

**Participants 17 and under.** For participants ages 17 and under a legal guardian must sign all paperwork and provide a notarized “Parent Consent Form for Minor Traveling without Parent” signed by all legal guardians.

**Parent/Legal Guardian Consent.** Parents/legal guardians, hereafter referred to as legal guardians, signing for travelers under the age of 17, give permission for the participating minor to travel between the United States and Europe, unaccompanied by a legal guardian, during the month of June, 2016, in conjunction with the 2016 Spanish Immersion Madrid Exchange Program. The legal guardian authorizes the Trip Organizers, including specifically the appointed group leaders/chaperones, to supervise and to make medical decisions on behalf of the participating minor. Understanding that it may not always be possible for timely communication, the legal guardian authorizes the appointed group leader/chaperone to make decisions on behalf of the participating minor to his/her best judgment. The legal guardian acknowledges that this entire Trip Agreement also applies to the appointed group leaders/chaperones. Exclusive of illegal actions, the group leaders/chaperones will be held harmless for any decisions made with the understanding that the group leaders/chaperones are representing the best interests of all participants, host families, and the overall program.

**Travelers Representation.** The traveler represents that neither he nor she has any physical or other condition or disability that could create a hazard to himself or herself or other members of the trip. The Trip Organizers reserve the right to decline, to accept, or retain any person as a member of the tour at any time prior to departure, or in the course of the trip, should such participant’s health, mental condition, physical infirmity, or general deportment impede, in the Trip Organizer’s judgment, the operation of the tour or the rights, welfare, or enjoyment of other tour participants or host families, and all resulting costs will be the responsibility of the participant.

**Responsibility.** Image Tours Inc, its employees, shareholders, subsidiaries, affiliates, group leaders/chaperones, officers and directors (collectively “Image Tours Inc and Trip Organizers”) do not own or operate any entity which is to provide or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers, tour operators, food service or entertainment providers, etc. As a result, Image Tours Inc and the Trip Organizers are not liable for any negligent or willful act or failure to act of any such person, or of any other third party not under its control. Without limiting the foregoing, Image Tours Inc and the Trip Organizers accept no responsibility for any risk or resulting injury, delay, inconvenience, damage, or death which results from criminal activity, accidents, disease, epidemics or the threat thereof, illness, the provision of inappropriate or no medical attention or the lack of access to same, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism or the threat thereof, insurrection or revolt, weather, acts of God, or any other events or circumstances beyond its control. In addition, Image Tours Inc and the Trip Organizers are not responsible for typographical or substantive errors in descriptions of accommodations or programs.

**Responsibility of the Airlines.** The airlines are not held responsible for any acts, omissions, or events during the time the passengers are not on board their aircraft or conveyances. The passenger’s contract in use by the airlines, when issued, shall constitute the sole contract between the airline and the passenger. Any and/or all transportation companies shall have or incur no responsibility for liability to any traveler aside from their liability as common carriers. Services performed and tickets issued by the air carrier are subject to rules and regulations relating to liabilities established by the Warsaw Convention and the terms and conditions of this contract.

**Entire Agreement.** Participant warrants that no promises or inducements have been offered for this agreement other than as set forth herein and that this agreement is executed without reliance upon any other promises or representations. No modification, termination, or attempted waiver of this Trip Agreement shall be valid unless in writing and signed by the participant and an officer of Image Tours Inc.

**Arbitration Agreement.** Any controversy or claim arising out of or relating to this Trip Agreement or to any information relating in any way to the trip, or to the trip itself, shall be settled solely and exclusively by binding arbitration in Grand Rapids, Michigan in accordance with the then existent commercial rules of the American Arbitration Association. In any such arbitration, the substantive (but not procedural) law of Michigan shall apply. The arbitrator and not any federal, state, or local court or agency shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, conscionability, or formation of this contract, including but not limited to any claim that all or any part of this contract is void or voidable.

**Payment to Image Tours, Inc or signature constitutes your acceptance of the Trip Agreement as set out here.**

# RESERVATION APPLICATION

## SPANISH IMMERSION MADRID EXCHANGE 2017

- A. Each person traveling must complete and sign his/her own Reservation Application.
- B. To request space, please send the completed and signed Reservation Application, along with the \$745 per person deposit (check only, made payable to IMAGE TOURS), by 2/06/17, to:  
SI EXCHANGE, IMAGE TOURS, 2828 KRAFT AVE SE, GRAND RAPIDS MI 49512
- C. Type or print the information requested on this application. (Put a check mark in the boxes that apply to you)
- D. Type or print your name **exactly** as it appears or will be requested to appear on your **passport**.
- E. Please notify Image Tours if your address should change between the time of booking and the departure date.
- F. Please list your full name, including a middle name or initial (**exactly as it appears/will appear on passport**)

NAME OF TRAVELER: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ FEMALE  / MALE   
(First Name) (Middle) (Last Name)

ADDRESS: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(No. & Street) (City) (State) (Zip)

PH: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(AC) (Home) (Cell) (Additional)

EMAIL: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Parent/Legal Guardian) (Student - optional) (Additional - optional)

DATE OF BIRTH: \_\_\_\_ / \_\_\_\_ / \_\_\_\_ PLACE OF BIRTH: \_\_\_\_\_ CITIZENSHIP: \_\_\_\_\_  
(Month) (Day) (Year) (State and/or Country) (Country)

Initial to acknowledge you understand that Federal law prohibits the carriage of certain hazardous materials aboard \_\_\_\_\_ aircraft in your luggage or on your person and could result in a fine. (See "Hazardous Materials Notice" on page 2)

Posting trip photos is a nice way for chaperones to communicate about the activities. Most photos will include groups of students. Do you give permission for photos including the student named on this page to be posted on the Spain Trip facebook page, posted to a group photo database set up by a current participant (by invitation only), and used to promote future programs? YES  / NO

**I have received and read the information pertaining to this trip, including the 4-page 'Trip Agreement', and I understand and accept the contents.**

SIGNATURE OF TRAVELER: \_\_\_\_\_  
(Please sign full name as it appears/will appear in passport – please sign even if under 18) Date

IF TRAVELER IS UNDER THE AGE OF 18, PROVIDE NAMES AND SIGNATURES FOR ALL PARENTS/LEGAL GUARDIANS: (Note: All parents/legal guardians will also need to provide a notarized signature on the "Parent Consent Form for Minor Traveling without Parent")

LEGAL GUARDIAN: \_\_\_\_\_  
Signature Print Name Date

LEGAL GUARDIAN: \_\_\_\_\_  
Signature Print Name Date