Customized Reality Tour Agreement for Global Exchange And Chabot College Faces of Cuba January 4 – 16, 2015 12 nights/13 days

Sponsoring organization Global Exchange (GX) 2017 Mission St. Second Floor

San Francisco, CA 94110 Phone: 415-255-

Fax: 415-255-7498 <u>Contact persons</u> Leslie Balog **Co-sponsoring organization**

Chabot College 25555 Hesperian Blvd Hayward, CA, 94545 Tel: 925-424-1000

Co-sponsoring contact
Rick Moniz

Organizer/Director
Cuba Reality Tours Cuba Director
Email: Leslie@globalexchange.org

415 575 5530 925- 424- 1212

713 3330 723 121 121

2. Responsibilities of Global Exchange contact people:

<u>Cuba Reality Tours Director:</u> works to supervise planning and implementation of customized tour and works with co-sponsoring organization from trip inception to finalization of contract. The Director can work with the co-sponsoring organization to modify this agreement or the terms of the agreement.

<u>Cuba Reality Tours Program Coordinator:</u> works with co-sponsoring organization to ensure participant applications are processed, informs and updates participants regarding the logistics until departure date and will ensure you receive invoices and receipts that you need as well as send out all our literature to each participant. The coordinator organizes the trip program in collaboration with our on-the-ground contacts and the contacts of the co-sponsoring organization where appropriate.

Suggested Program Highlights and Purpose of the tour

For the purposes of this contract a tentative tour itinerary presented below. After the contract is signed the Global Exchange Cuba Program Coordinator will work with the co-sponsoring organization to tailor the program to fit the particular interests and requirements of the group (as available) and thereafter provide you with a confirmed trip itinerary about 30 days before the departure date.

The following itinerary is subject to change, depending on availability and/or program scheduling. Last minute additions and changes can be forwarded but not guaranteed.

This program is meant to complement the purpose and educational objectives of Faces of Cuba. Our steps are small but focused. We educate ourselves by listening to those working in various fields and through international travel; we advocate for and contribute to educational empowerment through travel studies.

"Faces of Cuba" January 4 – 16, 2015 12 nights/13days

January 4 Havana, Tejadillo. La Mina for lunch and dinner before Canonazo. Walking tour, orientation and National Museum of Art.

January 5th Havana, Life of Jose Marti visiting birthplace and memorial museum. Afternoon visit to whatever would make sense this day?

6^t Havana, TBA

7^h Camaguey, Gran Hotel. City tour with visit to art studios. Visit home of Agramonte

8^h Camaguey. Santa Cruz del Sur/Cayos flora & fauna in the morning. Afternoon visit Carlos Finlay and school.

9^h Bayamo, Hotel Royalton. City tour and life of Cespedes and 1868 Independence 10th Bayamo, Sierra Maestra to Commandancia

11^h Baracoa, El Castillo Hotel. Walking tour of city with A. Hartmann.

12h Baracoa, visit Rio Toa cacao farming and other visits TBA

13th Santiago, Casa Grande. Lunch at Castillo. Visit cemetario and church of virgin.

14th Santiago, Diego Velasquez and Bacardi Museum. Walking tour around plaza 15th Santiago, TBA.

16th Return to U.S.

4. Costs

The **land only** cost for this delegation based on 4 star hotels: No flights included.

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10 – 14 pax $3350.00land only
15 – 19 pax $3230.00 " "
*20 + pax $3150..00 " "
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In addition, client must pay airfare to and from Cuba, which is approximately:

\$550.00 Miami/Hav/Miami, subject to change

44lbs allowed with extra payment, \$20 per checked bag (this will be explained in orientation packet)

*Please note that for every 20 paying passengers, one person will receive a land package for free.

Single rooms are available for an additional \$700.00

Price includes:

- All confirmations in the program.
- Double room accommodations in 4 star hotels
- Two meals a day. (Except first and last day)
- Transportation by private, air-conditioned motor coach as well as transfers for group as appropriate.
- English speaking, tour guide(s) to accompany the group throughout the touring period. (request Joel)
- Preparatory reading materials.

- Admission and fees to museums and program activities.
- Honoraria for speakers
- b) Not Included in the price is the following:**
- · Any flights
- Expenses of a purely personal nature.
- · Room service charges.
- Luggage fees &/or excess weight
- Conveyance fees used for private purposes.
- Gratuities to servicepersons such as bellmen and wait-staff
- Airport taxes such as the Cuban departure tax of \$25 cucs or taxes charged by Mexican authorities for visits over 24 hours.
- Travel Insurance (We strongly advise that each participant arrange for their own travel insurance).
- Gratuities for the guides and drivers (we suggest \$20-30 per person for each driver and guide).
- Extra Beverages
- **Each participant is responsible for these charges
- c) The price herein contained may be subject to increase by reason of an external event or set of circumstances not reasonably foreseen when the contract was agreed and beyond the control of Global Exchange. Such circumstances may include but are not limited to unannounced airplane ticket price rises, which affect travel or availability of travel to the host country.

Global Exchange cannot accept any responsibility for such increases that may occur but will endeavor using all reasonable efforts to mitigate any such increases as is possible.

5. Global Exchange's Responsibilities

Global Exchange agrees to arrange all the necessary logistics for the delegations including:

- Organizing educational based travel services in accordance with Global Exchange's Travel Service Provider's license (TSP).
- Processing of applications
- reservations of all flights included in the agreed program costs
- organization and confirmation of the itinerary
- arrangement for all accommodations
- preparatory materials
- provision of an experienced trip coordinator to travel with the group either from point of departure or from point of entry of destination country
- collection of payments and distribution of fees to relevant agencies, operators, etc.

6. Co-sponsor's Responsibilities

- i) The cosponsor ensure that each participant fill out the GX travel affidavit and know that they are traveling under a general license to travel to Cuba from the Office of Foreign Assets Control (OFAC) of the US Treasury Department.
- ii) The cosponsor agrees to recruit the minimum of 10 participants for the entirety of the trip OR such numbers as is agreed between the parties after the date of this contract but no later than one month before the scheduled date of departure (see addendum for other price/passenger options).
- iii) The cosponsor agrees, as part of any preparatory materials they send out to potential participants, to include general information about Global Exchange, for the purposes of informing all participants about Global Exchange's mission, programs and goals for the trip, the specific content of this literature to be decided between Global Exchange and co-sponsor. This is very important to us and it also lets your members know we are not a travel agency.
- iv) The cosponsoring group agrees to allow the Global Exchange representative/trip facilitator on the tour

to make a short presentation in the Orientation meeting to the participants as a group on Global Exchange, its role in and collaborative goals for this tour program.

v) The cosponsor agrees to allow the Global Exchange representative to participate in the farewell meeting at the end of the tour and provide information to those interested participants who wish to follow-up with people, groups and organizations met during the tour.

7. Payment

- Set-up Fee: A *\$1000 non-refundable set up fee is due when contract is signed
- Deposit: A \$500 **non-refundable/non-transferrable deposit** from each individual and a registration form is due at least 3 months prior to departure date noting that the sooner the applications received the better.
- Final payment: The remaining balance is due 6 weeks prior to departure date along with health, liability and flight forms.

*This payment will be forfeited if the cosponsoring group fails to recruit the agreed upon number of participants and it is decided between the parties that the trip cannot proceed OR if the group decides to cancel the trip for any reason.

8. Licensing and US Travel Restriction to Cuba

Global Exchange is a licensed Travel Service Provider by the Office of Foreign Assets Control (OFAC) of the US Treasury Department. Global Exchange facilitates legal travel to Cuba for groups with their own specific license or for individuals who fall under the general license category of OFAC.

9. Cancellations

Global Exchange reserves the right to cancel this tour in the event that our participants' and staffs' safety and security is in jeopardy. In the event that Global Exchange decides to cancel the tour for reasons beyond their control (which term will be defined as any acts of government, war, revolution or natural disaster in the destination country, which as agreed between the parties herein will prevent Global Exchange from organizing a tour consistent with Global Exchange's own tour program standards and the requirements of the co-sponsoring organization), at any time prior to the departure date, Global Exchange will refund to each participant all payments received, but cannot accept responsibility for any losses incurred to any participants by this cancellation although Global Exchange will make every reasonable effort to assist the passengers in recouping their losses.

It should be noted that Global Exchange does not provide tour services for this tour. It is arranged by carriers, hoteliers, and other suppliers, who are not agents, employees, or servants of Global Exchange. All travel vouchers and other travel documents for tour services issued are subject to the terms and conditions specified by such suppliers some of which exclude their liability to the laws of the countries in which the services are supplied, and to the international conventions between countries. Global Exchange and/or its agents, act only as agents for the tour participants in regard to travel by any means, and thus assume no liability for injury, damage, loss, accident, delay or irregularity which may be occasioned either by reason of default of any company or person engaged in conveying the passenger or in carrying out the arrangement of the tour.

In the case of airline tickets, Global Exchange accepts no responsibility whatsoever for delay, change or cancellation of flights by the airlines and any such losses or expenses incurred must be borne by the participants and each participant must make a claim for any losses incurred directly to the airline or travel agent. In situations where substitutions can be made every reasonable effort will be made to ensure reasonable and satisfactory substitutions.

Due to the unpredictable nature of legal travel to Cuba and licensing by OFAC (Office of Foreign Assets Control), we cannot be held liable in the case of licenses being revoked or other changes in OFAC regulations. While we don't anticipate such changes, they could happen. If changes in regulations do occur after the contract is signed, Global Exchange will exhaust all possible means to continue coordinating and sending the delegation though adjustments may need to be made.

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To. Penalties Cancellations and/or amendments by tour participants must be received be effective on the date the written notification is received. Penalties the following schedule:	<u> </u>
Tour Dates: January 4 – 16, 2015 Penalty: After receipt of \$500 non-refundable deposit	
Final payment is due 6 weeks before departure. 100% of total tour cost (although considerations will be made on a case-to-case basis)	
10. Agreement:	
I have read the information contained in the above agreement and agree to the responsibilities and conditions contained herein.	
	
Leslie Balog, Global Exchange	Date
Rick Moniz, Chabot College Date	