



**TOUR DATE: 3/26-30, 2018**  
**5 Day Trip to DC, Maryland, and Virginia**

**Group Leader:** Name of tour group leader

www.steppingintherightdirection.com | PH: 626.676.7309 | PO BOX 6675, ALTADENA CA 91001

We're excited to outline the details of your upcoming group tour!  
 Please read all pages of this agreement carefully. Once you sign and return the agreement, we'll be ready to move forward with planning.  
 We are excited you have joined our family!

Here's everything you need to know:

Chabot-Las Positas Community College District, have entered into an agreement with Stepping in the Right Direction to make travel arrangements to Spring Tour 2018 on the dates 3/26 -3/30, 2018. Stepping in the Right Direction has agreed to provide for the trip inclusions as outlined on the enclosed Tour Proposal.

"The parties mutually agree to indemnify, defend, and hold harmless each other, their Trustees, officers, agents, students and employees, individually and collectively, from and against all claims, liabilities, obligations and causes of action, of whatever kind, arising in any manner whatsoever, out of, or in connection with, their performance of this Agreement for the active negligence and willful acts or omissions of their Trustees, officers, agents, students and employees."

Las Positas College agrees to a tour based on 13 paying participants (12 students +1 chaperone) and 1 Complimentary Adult Staff Chaperones.

Pricing per passenger for our trip is as follows:

Participant Type	Price	Room Occupancy
Total Price	\$18,900.00	Triple
Complimentary	1	Single

- The trip includes 1 Adult Staff complimentary participant for every 10 students.
- Please note that each room has 3 beds.

Stepping in the Right Direction will make reservations for your group based on 13 paying participants. There are **non-refundable** vendor payments such as airline, hotel, and charter bus or event tickets, which the group will be responsible for paying, should your passenger count fall below 13 paying participants.

Las Positas College agrees to the following installment payment schedule:

Installment	Due Date	Cost
Registration/Deposit Fee	1/22/2018	\$9,300.00
Final Payment	3/1/2018	\$9,600.00

The undersigned has read and understands this agreement and accepts the Terms and Conditions accompanying this Tour Agreement. By signing this Tour Agreement the undersigned, on behalf of Click here to add college name agree to contract for the above stated trip with Stepping in the Right Direction.

If all this sounds good, sign below and be prepared to attend a tour that will change your students' lives!

**On Behalf of Las Positas College:**

Click here to enter text. \_\_\_\_\_ Enter date. \_\_\_\_\_

Lorenzo Legaspi, Vice Chancellor of Business Services, Chabot-Las Positas Community College District  
 – Signature \_\_\_\_\_ Date \_\_\_\_\_

Click here to enter text. \_\_\_\_\_ Enter date. \_\_\_\_\_

Add college name – Signature \_\_\_\_\_ Date \_\_\_\_\_

Click here to enter text. \_\_\_\_\_ Enter date. \_\_\_\_\_

Add college name – Signature \_\_\_\_\_ Date \_\_\_\_\_

**On Behalf of Stepping in the Right Direction Representative:**

Nicole Ford \_\_\_\_\_ 11/7/2017 \_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Nicole Ford \_\_\_\_\_

Name \_\_\_\_\_

Program Director \_\_\_\_\_

Title \_\_\_\_\_

PLEASE RETURN THIS SIGNED TOUR AGREEMENT TO YOUR STEPPING IN THE RIGHT DIRECTION TOUR CONSULTANT WITHIN THE NEXT FIVE BUSINESS DAYS.

## STEPPING IN THE RIGHT DIRECTION PAYMENT & GENERAL TERMS AND CONDITIONS FOR ALL TOURS

### TOUR PRICE

The Tour price is based on the projected number of Tour participants, Tour package inclusions and Tour dates as indicated on the Tour Agreement or Parent Letter. Tours which operate below the projected number are subject to price adjustments based on fixed costs. You will be notified of any surcharges in advance of final invoicing.

### FIXED GROUP COSTS

Each Tour contains fixed costs that must be paid no matter the size of the group. Fixed costs can include motor coaches, step-on guides, security guards, prepaid non-refundable costs (i.e. airline or event tickets), etc., and the expenses of non-paying Tour participants.

### TOUR ARRANGEMENTS

Hotel space, ground and/or air transportation, attractions, and/or services are being booked for your group as outlined in your Tour Agreement or Parent Letter. Changes to your itinerary are likely in the booking process because of availability for some attractions at certain times. Some Tour activities cannot be booked until the group's first payment is received. Approximately sixty (30) days prior to your departure date you can expect to receive a proposed itinerary including hotel and transportation arrangements. Your Stepping in the Right Direction representative will contact you to review the proposed itinerary and document any changes. At twenty (14) days prior to your departure date you can expect to receive your final itinerary.

### FUEL SURCHARGES, TAXES AND OTHER FEES

The Tour price includes all known surcharges (fuel, taxes and other fees) known at the time the group contracted with Stepping in the Right Direction. However, given the volatile nature of fuel prices, suppliers (for example, airlines and coach carriers) at times must assess a fuel surcharge which is not known by any party at the time of contracting service. You will be informed of any fuel surcharge prior to your final payment due date. No surcharge will ever be assessed after the final payment due date.

Additionally, for air tours, airline bag fees, unless otherwise indicated on the Tour Agreement or Parent Letter, are **NOT** included in the price of the Tour and are the responsibility of the individual or group checking bags or instruments.

Occasionally a governing body will add a tax after transportation has been contracted. Any taxes not in existence at the time the Tour was contracted will be assessed back to the group.

It is important to know that Stepping in the Right Direction works closely with all its suppliers to eliminate or minimize any surcharges related to fuel, taxes or fees. In recent years we've been able to absorb many small increases and not pass them back to our travelers. Given the rising price of fuel, it's important to know a fuel surcharge could be assessed if the price of oil continues to increase.

### PAYMENTS

A payment schedule has been laid out on the Parent Letter and Tour Agreement. Payments are accepted via check, or credit card (online only) you will have the option of paying in installments, or paying for the Tour in full in one payment. If paying in full, payment **MUST** be received by the Registration/Deposit due date.

### INITIAL REGISTRATION/DEPOSIT FEE

A **non-refundable** deposit/registration fee per person will be required to register for a Tour. The cost of this registrant fee can be found on the Tour Agreement and Parent Letter. This registration fee will be applied to the cost of your Tour.

### FUNDRAISING PAYMENTS

All fundraising payments must be provided to Stepping in the Right Direction two weeks before all final installments are processed. This will allow passengers to pay only what is due on their final account. Any group fundraising that is sent in after this date will be charged a \$75 flat processing fee per fundraising campaign (to be paid by the organization).

### LATE PAYMENTS

All accounts, whether group pay or individual pay, must be up to date and paid in full 30 days prior to departure. Each installment that is late will be charged \$15 per passenger. Passengers will not be permitted to participate in the Tour if their account is not paid in full. Stepping in the Right Direction reserves the right to cancel a Tour or Tour participant due to insufficient funds or non-payment

### NSF CHECKS

**ONLY** organizations & Schools can complete a payment via check. A \$35 fee per each non-sufficient fund check will be applied. Should your final installment check be returned NSF, we will require guaranteed payment for that installment plus the fee immediately. Passengers will not be permitted to participate in the Tour if their account is not paid in full.

### LATE REGISTRATION FEE

A fee totaling 10% of the Total Tour Package Price will be assessed for an individually billed participant (s) registering within 60 days of departure

### RE-INSTATEMENT FEE

A \$50 fee, plus any additional airfare costs, will be assessed if you cancel your reservation and choose to re-instate at a later date.

### NAME CHANGE FEE

For Domestic Tours, a \$150 fee will be assessed for any changes requested within 21 days of departure.

### SOLD OUT TRIPS/WAITING LISTS

In the case of trips that are sold out, additional participants will be entered onto a waiting list and added to the Tour as space permits. Participants on the waiting list will be informed of their status as follows:

- Individually Billed Accounts - by Stepping in the Right Direction via an email indicating status after consulting with trip sponsor
- Group Pay Accounts - by the trip sponsor

### STUDENT INFO FORM & ROOMING LIST

The organization will be required to submit the Student Information Form and rooming list 20 days prior to departure to ensure the group is appropriately accommodated. Should the organization submit this late, a \$75 penalty will be charged to the organization.

### CODE OF CONDUCT & REQUIREMENTS

For the protection of the sponsoring organization and its leaders as well as Stepping in the Right Direction, the following applies on all Tours that Stepping in the Right Direction coordinates:

- There is a CODE OF CONDUCT that must be adopted and shared with all Tour participants and SIGNED by EACH participant.
- Medical Release form must be signed by ALL participants. If the participant is a minor, the parents/guardian MUST sign. These documents MUST be carried on Tour by participant or the Group Leader of the Organization participating on the Stepping in the Right Direction Tour.
- Stepping in the Right Direction cancellation policy for Individual Participants must be distributed to all paying

participants so they know what to expect if they cancel from a Tour.

#### ACCIDENT AND ILLNESS PROTECTION FOR: US DOMESTIC

If **purchased**, Accident, illness and accident-related dental insurance coverage is provided for participants. Limits per single occurrence are \$5,000 for accident, \$1,500 for illness and \$750 for accident related dental. Any charges not covered by the purchased insurance are the responsibility of the participant. Pre-existing conditions are not covered under most policies. Complete terms and conditions of insurances available are from **Travel Guard**.

#### CANCELLATION POLICY FOR ORGANIZATIONS

If the sponsoring organization or trip sponsor cancels the entire Tour, the following **penalties** apply:

##### *DOMESTIC TOURS*

- DEPOSIT/Registration Fee is NON-Refundable
- 80-61 days prior to departure, 25% of Total Tour Package Price
- Within 60 Days Prior to departure, 100% of Total Tour Package Price

##### *ONE-DAY DOMESTIC TOURS*

- DEPOSIT/Registration FEE is Non-Refundable
- Before 60 days from departure, no penalty or cancellation fees will be incurred. However, group is responsible for any non-refundable vendor payments made on behalf of the group
- 60-31 days prior to departure, 25% of Total Tour Package Price
- 30-15 days prior to departure, 50% of Total Tour Package Price
- Within 30 Days Prior to departure, 100% of Total Tour Package Price

#### CANCELLATION POLICY FOR INDIVIDUALS

The registration/Deposit fee is non-refundable. In addition to that fee, cancellation penalties will be calculated based on the total Tour cost as follows:

##### *DOMESTIC TOURS*

- DEPOSIT/Registration Fee is NON-Refundable
- 80-61 days prior to departure, 25% of Total Tour Package Price
- Within 60 Days Prior to departure, 100% of Total Tour Package Price

#### NOTICE OF CANCELLATION

All passengers cancelling from a Tour must notify Stepping in the Right Direction in writing. Cancellations are accepted via email, fax or mail.

Email: [nicole@steppingintherightdirection.com](mailto:nicole@steppingintherightdirection.com)

FAX: 626.701.3349

Mail: Stepping in the Right Direction | PO Box 6675, Altadena CA 91003

#### REFUNDS FOR CANCELLATIONS

Refunds are issued for cancellations in the same manner as payment was received. Checks are issued for check payments and credits on debit/credit accounts. All cancellations must be in writing. Refunds may take 4-6 weeks to process.

For group pay accounts refunds are issued directly back to the organization unless otherwise directed by the organization.

For individual billing accounts refunds are issued directly back to the payee (generally a parent or guardian) except for fundraising monies or payments made on behalf of the individual by the school or organization, in which case those monies will be refunded back to the school or organization unless directed otherwise by the Trip Sponsor.

#### PASSENGER NAME CHANGE ON TRIPS WITH AIRFARE COMPONENT (FOR ORGANIZATIONS ONLY)

Stepping in the Right Direction will process a name change on an air ticket if the airline allows for it. All fees assessed by the airline to process the name change will be passed on to the Organization. The latest name change on an air ticket will be processed by Stepping in the Right Direction Travel is 14 days prior to departure.

#### GENERAL

Stepping in the Right Direction reserves the right to make changes in the itinerary whenever, in its sole judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the Tour.

Stepping in the Right Direction has permission to use, without compensation, any photo, film or video likeness taken of a participant as well as any comment or statement made by him/her while taking part in a Stepping in the Right Direction Tour in materials published by Stepping in the Right Direction.

Stepping in the Right Direction will work to accommodate all persons with disability needs. If you have a disability and require assistance when traveling, notify us as soon as possible. Please note that payment for contracted services such as interpreters, one on one aides and so forth are the responsibility of the parents or sponsoring organization and not Stepping in the Right Direction.

The traveler is responsible for obtaining the appropriate identification and documentation to travel by air domestically. Stepping in the Right Direction's cancellation penalties will apply if the traveler cancels the trip because they are unable to obtain the appropriate identification (i.e. passports, visas).

#### LIMITATION OF LIABILITY

Stepping in the Right Direction purchases transportation, hotel and other services from various independent suppliers that are not subject to its control. Neither Stepping in the Right Direction its affiliates, owners, officers, agents, employees, nor any associate organization shall be held liable for any act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience caused to or suffered by any person or their property, howsoever arising, which may occur or be incurred by any organization or person, even though such act, default, injury, loss, expense, damage, deviation, delay, curtailment or inconvenience may have been caused or contributed to: (a) by the act, neglect or default of Stepping in the Right Direction, or of any persons for whose acts it would otherwise be responsible, or (b) defects or failures of any aircraft, vessel, automotive vehicle or other equipment or instrumentality under the control of independent suppliers. You further understand that Stepping in the Right Direction neither owns nor operates such third party suppliers and accordingly, agree to seek remedies directly and only against those suppliers and not hold Stepping in the Right Direction responsible for their acts or omissions. In no event will Stepping in the Right Direction be responsible for incidental, consequential or special damage or loss suffered by any person. Stepping in the Right Direction's maximum liability, for any reason whatsoever, will be limited to the amount paid to Stepping in the Right Direction for its services.

#### FORCE MAJEURE

Without limitation, Stepping in the Right Direction will make no refund for and is not responsible for any matter beyond the control of Stepping in the Right Direction, including but not limited to the negligent or willful acts of others; acts of God or force majeure,

weather emergencies, breakdown, or failure of diving or mechanical equipment, government actions, inclement weather, sickness, attacks by animals, availability of medical care or the adequacy of the same, criminal activity of any kind, terrorism, war, civil disturbance, sanitary conditions, quality or sanitation of food, quarantine, customs, regulations, epidemics, strikes, hotel overbooking,

- DEPOSIT/Registration Fee is NON-Refundable
- 80-61 days prior to departure, 25% of Total Tour Package Price + cost of Registration fee
- Within 60 Days Prior to departure, 100% of Total Tour Package Price + cost of Registration fee

#### ARBITRATION

Any controversy or claim arising out of or relating to these Terms and Conditions or the performance thereunder, including without limitation any claim related to bodily injury, property damage or death, shall be settled by binding arbitration in Los Angeles, CA USA in accordance with the rules of the American Arbitration Association then existing, and judgment on the arbitration award may be entered in any court having jurisdiction over the subject matter of the controversy. This agreement to arbitrate does not waive or modify the liability release contained in this document. Such proceedings will be governed by substantive Delaware law. This dispute will be resolved by a single arbitrator who must be a lawyer admitted to practice in the courts of at least one state in the United States and have a minimum of fifteen years of experience in civil litigation. The arbitrator so described will be selected by the American Arbitration Association. Each party to the dispute shall have the right on a single occasion to veto the designation of an arbitrator so selected. The parties waive the right to rely on any state law or statute which creates an exception to enforcement of the requirement that disputes be resolved pursuant to arbitration in the manner set forth herein.

#### GOVERNING LAW AND JURISDICTION

These Terms and Conditions and any actions and proceeding brought hereunder shall be governed by the laws of the State of California without regard to conflict of laws principles. If the right to seek arbitration is for any reason waived by both parties, or if judicial review of any arbitration decision is sought, any action or legal proceeding to enforce any provision hereof, or based on any right arising out of, these Terms and Conditions shall be exclusively in the courts of the State of California, or if it has or can acquire jurisdiction, in the United States District Court for the County of Los Angeles, and all of the parties hereto hereby consent to the exclusive jurisdiction of such courts and of the appropriate appellate courts in any such action or legal proceeding and waive any objection to venue or jurisdiction in connection therewith.

#### WAIVER OF JURY TRIAL

In connection with any action or legal proceeding arising out of this agreement, the parties hereby specifically and knowingly waive any rights that either party might have to demand a jury trial.

#### SEVERABILITY

The invalidity or unenforceability of any part of these Terms and Conditions, or the invalidity of its application to a specific situation or circumstance, shall not affect the validity of the remainder of these Terms and Conditions, or its application to other situations or circumstances. Any provision of these Terms and Conditions held invalid or unenforceable only in part or degree will remain in full force and effect to the extent not held invalid or unenforceable.

#### WAIVER

Any failure by either party at any time, or from time to time, to enforce or to require the strict keeping and performance of any of the Terms and Conditions shall not constitute a waiver of any such Terms and

Conditions and shall not affect or impair such terms and conditions in any way or the right of such party at any time to avail itself of such remedies as it has for the breach or breaches of such terms and conditions.

#### EXCLUSIVITY

Except as otherwise expressly provided to the contrary, the rights herein granted and these Terms and Conditions are for the benefit of the parties hereto. The Terms and Conditions shall be exclusive of any advertising, marketing or other sales literature or activities of Stepping in the Right Direction and nothing contained in any of such materials shall be construed to create any rights as a result of or in connection with these Terms and Conditions.

#### ACKNOWLEDGMENT OF RISK

You understand and acknowledge that your travel in connection with and participation in the tour arranged at your request by Stepping in the Right Direction may involve risk and potential exposure to injury. You also realize and acknowledge that risk and dangers may be caused by the negligence of the owners, directors, employees, contractors, officers or agents of Stepping in the Right Direction or the negligence or participation of other participants, contractors and/or subcontractors to Stepping in the Right Direction. You also recognize and acknowledge that risk and dangers may arise from foreseeable and unforeseeable causes, including weather and other acts of nature. You fully understand and acknowledge that the aforementioned risks, dangers and hazards are a potential in connection with recreational activities which may take place during your journey.

#### EXPRESS ASSUMPTION OF RISK AND RESPONSIBILITY/PARTICIPATION

In recognition of the inherent risk of the travels and related activities in which you are intending to engage, you confirm that you are physically and mentally capable of participating in the activity, that you are willingly and knowingly electing to participate in this tour in spite of the potential risk of danger, and you willingly and voluntarily assume full responsibility for any injury, loss or damage suffered by you or caused by you, whether caused in whole or in part by the negligence of the owners, directors, agents, officers, employees, or contractors of Stepping in the Right Direction. You understand and acknowledge that reserves the right to accept or reject any participant for any reason, and Stepping in the Right Direction or its guide has the right to disqualify you from any trip activity, if in Stepping in the Right Direction's or such guide's judgment, you are incapable of that activity and/or your continued participation in the tour will endanger yourself or the safety of the group. It is your responsibility and obligation to inform Stepping in the Right Direction, at the time your reservation is made, of any medical or physical disability or limitation that might disable you or render you unable to perform or safely complete the tour or any activity on the tour. You further acknowledge that you are the best judge of your own conditions and limitations and that it is incumbent upon you to fully disclose the full extent of any such conditions or limitations to Stepping in the Right Direction.

#### RELEASE OF LIABILITY

In consideration of the services and arrangements provided by Stepping in the Right Direction, you, for yourself and for your heirs, personal representatives or assigns, do hereby release, waive, discharge, hold harmless and agree to indemnify Stepping in the Right Direction, and its owners, officers, directors, employees and affiliates from any and all claims, actions, or losses for bodily injury, property damage, wrongful death, loss of services, lost profits, consequential, exemplary, indirect or punitive damages or otherwise which may arise out of or occur during your travel in connection with the scheduled travel package and any activities conducted in conjunction therewith. You specifically understand and agree that you

are releasing, discharging and waiving any claims or actions that you may have presently or in the future for the negligent acts or conduct of the owners, directors, officers, employees, agents or affiliates of Stepping in the Right Direction.

EXPRESS WAIVER OF CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES

Regardless of the situation or circumstances giving rise to a claim, you waive any right to seek consequential, punitive or exemplary

damages against Stepping in the Right Direction, its owners, officers, directors, volunteers, agents, contractors and employees, for any reason whatsoever. Safety and/or security standards at hotels or other accommodations, or for any other reason beyond the control of Stepping in the Right Direction. You understand, agree with, and agree to be legally bound by the terms of the release and waiver of liability set forth herein.

**Thank you for participating in a Stepping in the Right Direction Tour.  
We look forward to building bridges that span a lifetime!**

