

507 Third Avenue, Jasper, IN 47546 Phone 812-482-7158 Fax 812-482-7168 800-467-4587, jackiestravel@jackiests.com

General Information, Terms and Conditions, Important Information

Jackie's Travel Service, Inc. is a professional travel agency utilizing an experienced staff to provide tours to eligible school students to places of interest.

Tour includes: round-trip transportation, hotel accommodations, meals as stated, all admissions and fees as stated, 24-hour Jackie's Travel Service representative, professional guide service.

Tour pricing: Trip prices are based on the best available group rates. Unless a student registers and pays the price for double occupancy, all student tour prices are based on four, five or six occupants per room. Price is guaranteed for groups of fifty-five or more participants with the exception that fare increases from airlines, motor coaches, and /or travel via rail due to circumstances beyond the carrier's control (fuel surcharges, incremental taxes, etc.,) will be added to the overall trip price.

Prices for adults: Adults are registered and priced at occupancy level requested by tour director, or school administration. Jackie's Travel Service makes reasonable efforts to accommodate adult occupancy requests. Adults are charged for any change in the final occupancy status.

General: Jackie's Travel Service and the tour director accompanying the trip reserve the right to make additions and deletions as believed advisable or necessary for the well being of the group. Jackie's Travel Service reserves the right to refuse any potential registrant at its sole discretion. Jackie's Travel Service accepts no responsibility for lost or stolen items. Any film or video likeness may be used by Jackie's Travel Service without specific notification or compensation to the participant. Jackie's Travel Service is not affiliated with any other tour operator. Passengers with disabilities are welcomed on the tours, but must be accompanied by a companion capable of providing all assistance required, and do not require special assistance from the guides or JTS (Jackie's Travel Service). Passengers with special needs must notify JTS in writing by the registration deadline of their status and of the identity of their paid travel companion who will be responsible for providing any necessary assistance. Occasionally, students may be allowed to explore on their own. Jackie's Travel Service has no responsibility for students when they are on their own.

Conduct expected: Each student participant is expected to act responsibly and adhere to reasonable behavior guidelines established by the participating tour director and chaperones. Any failure to respond to the guidance of the tour director and chaperones and to the group's behavior guidelines will result in the immediate return home of the offending participant. Any participant sent home will be sent at the sole expense of the parent/guardian. Consumption or possession of alcoholic beverages or non-prescription drugs of any kind, constitute grounds for immediate expulsion. Additionally, in the event a member is expelled from a trip, no refund of any kind will be made. The parent/guardian shall hereby defend, indemnify, and hold harmless Jackie's Travel Service against any and all third-party claims arising out of any conduct or omission in breach of these terms and conditions or that otherwise create liability for Jackie's Travel Service.

Medical: Participants understand that they are solely responsible for their pre-program, program, and post-program medical care in all respects, including but not limited to, obtaining and taking necessary medication(s), vaccinations, and any other medical care and treatment.

Registration/Payment: Complete the registration with only one registrant per form. Mail registration payment and completed form (including parent/guardian signature) to Jackie's Travel Service, Inc., 507 3rd Avenue, Jasper, IN 47546. (Please do not send cash). A \$40 fee is charged for checks returned for any reason. Post-dated checks are not held. Money is not transferable (except between immediate family members) from registrant to another. Registration is subject to cancellation fees (see below). By registering for this trip, you expressly represent that you have read these terms and conditions and agree to abide by such.

A deposit of \$275.00 is payable on receipt of the registration form, and Jackie's Travel Service sends a confirmation notice. This is due to Jackie's Travel Service by Thursday, October 12, 2017, to have your name included on our request to visit the White House. The remaining balance is due Thursday, January 11, 2018. There is a \$25 handling fee for each late registration and late payment received and it is impossible to add your name to the list that we have submitted for our request to visit the White House. All payments are to be by check or cash.

Cancellation by registrant: There are charges associated with cancellation. All notices of cancellation must be in writing and fees for cancellation will be based on the post office postmark (no metered mail please). Money is refunded to the original payer only.

Cancellation charges per student registrant:

| Cancellation prior to October 12 | registration payment\$275.00 |
|---|------------------------------|
| Cancellation as of October 13 until Jan. 11 | \$299.25 if in quad |
| Cancellation as if Jan. 12 to Feb. 09 | |
| Cancellation as of Feb. 10 until departure date | no refunds |

<u>Cancellation due to rescheduling:</u> In the event the tour director or school administration chooses to change the departure date, the standard cancellation charges remain effective for the original departure date.

<u>Cancellation by Jackie's Travel Service</u>: Jackie's Travel Service, Inc., reserves the right to cancel any tour at its sole discretion and for any reason. If a tour is cancelled by Jackie's Travel Service, all funds collected from any registrant will be promptly refunded in full. Money is refunded to the original payer. Cancellation of a tour by tour director without the consent of Jackie's Travel Service is subject to standard cancellation charges.

Non-responsibility: Jackie's Travel Service, Inc., and its employees, agents, and representatives use third party suppliers to arrange tours, transportation, sightseeing, hotel, and all other services related to this tour. Jackie's Travel Service is an independent contractor and is not an employee, agent, or representative of its suppliers. Jackie's Travel Service does not own, manage, operate, supervise, or control any transportation, vehicle, airplane, hotel or restaurant, or any other supplier of services related to this tour. Jackie's Travel Service 1) assumes no responsibility for any delay, change in schedule, loss, injury or damage or loss of any participant that may result from any act or omission on the party of others; and 2) shall be relieved of any obligations under these terms and conditions; in the event of any strike, labor dispute, act of God, or of government, fire, war, whether declared or not, terrorist, insurrection, riot, theft, pilferage, epidemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation. In the event of disruption of any travel plans or any delay or inability to depart or arrive timely for any reason, any extra or incidental expenses, including but not limited to hotel accommodations, meals, or alternative transportation expenses, will be borne solely by the participant. All tickets, receipts, coupons, and vouchers are issued subject to the terms and conditions specified by the herein supplier, and by accepting the coupons, vouchers, and tickets, or utilizing the services, all customers agree that neither Jackie's Travel Service nor its employees, agents, or representatives are or may be liable for any loss injury, or damage to any tour participant or belongings, or otherwise, in connection with any service supplied or not supplied resulting directly or indirectly from any occurrence beyond the control of Jackie's Travel Service. To the maximum extent allowed under applicable law, participants waive any and all claims against Jackie's Travel Service. We reserve the right to refuse to accept or retain any person as a tour participant and to expel the same from the tour for their return home in the event of misconduct or incompatibility with the interest of the group, as determined by your tour director, Jackie's Travel Service or Jackie's Travel Service representative's sole discretion.

Forum selection: Subject to the Arbitration provision below, participants consent to the exclusive jurisdiction of the courts of Dubois County, Indiana, in any litigation concerning, arising out of, or related to the trip, including airfare, and accommodations and any and all other services booked through Jackie's Travel Service. Actions may be brought only within Dubois County, Indiana State and Federal courts, as appropriate, and no where else (unless such courts cannot establish jurisdiction over the parties), and Indiana law will be applicable to any and all such litigation, without regard to its conflict of laws provisions. The prevailing party in any such litigation will be entitled to reasonable attorney's fees and costs.

Binding agreement to arbitrate: Upon demand of any party, whether made before or after the institution of any judicial proceeding, any claim or controversy concerning, arising out of, or related to the trip, including airfare and accommodations and any and all other service booked through Jackie's Travel Service, shall be settled by binding arbitration in Dubois County, Indiana, in accordance with the Commercial Arbitration Rules of the American Arbitration Association, and any judgment upon the award rendered by the arbitrator(s) may be entered in any court of Dubois County, Indiana, having jurisdiction thereof.

Brochure printing disclaimer: Jackie's Travel Service is not responsible for any typographic or printing error in any brochure, itinerary, confirmation, or related material.

<u>Severability:</u> If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

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