

TOUR AGREEMENT

June 01-04, 2023

Tour ID:41486

Group	Academy of the Americas
Tour Name	Three Day Washington DC Tour
Tour Dates	June 02, 2023 to June 04, 2023
Hotel	3 nights; Hyatt Centric Arlington - Arlington, VA (Nighttime security is included)
Transportation	1 - 55 passenger coach included (gratuity included).
Included Meals	3 Breakfasts, 0 Lunch, 2 Dinners
Tour Guide	Tour escorted by 1 professional Tour Guide for 3.5 days (gratuity included).
Tour Inclusions	Drawstring Backpack for every participant! Name Tags with Emergency Contact info for all participants! Medical Insurance for all participants! Primary coverage for Accident (\$5,000), Illness (\$1,000) or Dental Injury (\$500) - terms apply.

Payments and Conditions. Group Agrees to the Following:

1. To provide its own Chaperones and to supervise the conduct and welfare of the students.
2. To submit all payments and Rooming Lists to Gerber Tours, Inc. as specified in the Payments & Deadlines Schedule on the following page.
3. To submit to Gerber Tours, Inc. a completed online registration or paper Registration Form for every Tour participant.
4. Late payments by Group, if applicable, will incur a \$100 fee. In addition, payments and/or Rooming Lists received within 30 days of departure will incur an additional \$150 fee to cover late processing expenses.
5. Cancellation of this tour prior to 60 days of departure will be refunded in full, except for any non-refundable supplier contracted fees and charges and the non-refundable booking deposit as specified in the Payments & Deadlines Schedule on the following page.
6. Cancellations occurring within 60-15 days of departure will be subject to cancellation fees of 20% of the Tour Cost, the non-refundable booking deposit as specified in the Payment Schedule on the following page and any non-refundable amounts paid to suppliers to confirm Group's reservations.
7. Cancellations occurring within 14 days of departure will receive no refunds.
8. To the Terms and Conditions attached hereto as Exhibit "A".
9. Gerber Tours will require participants and/or their legal guardians to agree to its terms and conditions attached hereto as Exhibit "B" as well as its other conditions.

Binding Arbitration:

Any controversy or claim arising out of or relating in any way to these Terms and Conditions, to this Tour Agreement, to the brochure, or any other information relating in any way to the tour, or to the tour itself, shall be settled solely and exclusively by binding arbitration in New York City, New York in accordance with the rules of the American Arbitration Association then existent. In any such arbitration the substantive (but not procedural) law of New York will 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.

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Tour Cost:

The following Tour Cost is based on 35 paying participants, 6 complimentary chaperones; a change in any of these numbers will affect the prices. Complimentary chaperones roomed as follows: 0 in Single, 6 in Double, 0 in Triple, 0 in Quad

	Quad Rate	Triple Rate	Double Rate	Single Rate
Student Price:	\$1,035	\$1,092	\$1,206	\$1,548
Adult Price:	\$1,035	\$1,092	\$1,206	\$1,548

- Tour Price includes all admissions as per the attached itinerary.
- All taxes and gratuities are included except where otherwise noted.
- All tours are subject to surcharges based on currency fluctuation, fuel adjustments, etc.

Group agrees that any changes to the Tour Cost will not affect any other clause in this Tour Agreement and any and all agreements contained in this Tour Agreement will remain in full force and effect.

Payments & Deadlines Schedule:

Due Date	Amount	Description
9/9/2022	\$250 Per Person	Non-refundable Booking Deposit
11/1/2022	N/A	Registration Deadline
12/1/2022	\$262 Per Person	Payment # 2
2/1/2023	\$262 Per Person	Payment # 3
3/31/2023	N/A	Rooming List due date
4/1/2023	\$261 Per Person	Final Payment

Authorized Signature-Academy of the Americas

Date

Nikolai P. Vitti, Ed. D.
Printed Name

5/5/2023

Cheryl Baker 05/10/2023
Gerber Tours, Inc. Date

Cheryl Baker
Travel Account Executive

GROUP TERMS AND CONDITIONS

Responsibility Clause:

Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, Gerber), does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, motorcoach or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Gerber is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, Gerber is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services resulting from, but not limited to, acts of government, acts of God or force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, financial or other defaults by or of suppliers, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber. Under no circumstances is Gerber obligated to refund the cost of any purchased travel insurance. Gerber is not required to cancel any trip for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind.

Changes in Hotels or Itinerary:

Changes in hotel or itinerary may be made at the discretion of Gerber or your local ground operator as it or they deem necessary or desirable.

Alcohol/Drug Policy:

Gerber has a zero tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of marijuana or any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the tour. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home, and waives any claim for any refund of any portion of the tour cost.

Cancellations due to Governmental Action or Impossibility of Performance: In the event a trip is cancelled or postponed due to the actions of any governmental or civil authority, school or school district, or a cancellation is caused for any other reason beyond the control of Gerber, tour participants will be entitled to a refund of monies paid less the non-refundable booking deposit and any non-recoverable expenses prepaid or incurred by Gerber.

Cancellations by Gerber:

Gerber reserves the right to cancel or postpone any tour, and except as further provided in and specifically limited by the Cancellations due to Governmental Action or Impossibility of Performance paragraph, its sole obligation is to refund all moneys received by it for any tour it cancels.

Miscellaneous:

Tour participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing State Department, Centers for Disease Control and other advisories or warnings, etc. Gerber reserves the right to decline to accept or retain any person as a member of any tour. Participants are expected to exercise sound judgment, caution and consideration for people, places and things while on the tour and to be attentive and responsive to the guidelines set forth by the tour leader(s) and Gerber. Failure to do so or engaging in other such conduct may affect the welfare of the participant, the operation of the tour and/or the well-being of others and, in the sole judgment of Gerber or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. These terms and conditions can be changed only by a writing signed by an officer of Gerber and they are applicable to any postponed or transferred trip, except that the dates referenced in the Standard Cancellation Policy will relate to the originally scheduled departure date.

No Third Party Beneficiaries:

No third party beneficiaries are intended to be or are created by this Agreement.

Seller of Travel Registrations:

California: (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account.

Florida: Exemption as an ARC travel agency #33515285.

Iowa: Travel Agency #538.

Washington: Seller of Travel Reg. #602 052 263.

Hawaii: Travel Agency Registration TAR6263

NOTE: The Terms and Conditions in Exhibit "B" is not a binding agreement between the Group and Gerber Tours. Exhibit "B" is meant to inform the Group of what Gerber Tours requires participants or their parent/legal guardian to agree to as a condition for participating on the tour.

PARTICIPANT TERMS AND CONDITIONS

Responsibility clause:

Gerber Tours, Inc., its employees, shareholders, subsidiaries, affiliates, officers, directors, successors, and assigns (collectively, Gerber), does not own, operate or control any person or entity which is to or does provide goods or services for your trip including, for example, lodging facilities, airline, vessel, motorcoach or other transportation companies, guides or guide services, local ground operators, entertainment or sightseeing operators, providers or organizers of optional excursions, food service providers, etc. All such persons and entities are independent contractors. As a result, Gerber is not liable for any negligent or willful act or failure to act of any such person or entity, or of any other third party.

Without limitation, Gerber is not responsible for any injury, loss, or damage to person or property, death, delay or inconvenience in connection with the provision of any goods or services resulting from, but not limited to, acts of government, acts of God or force majeure, war, civil unrest, insurrection, strikes or other labor activities, criminal conduct, threatened or actual terrorist activities, financial or other defaults by or of suppliers, lost or stolen belongings, overbooking or downgrading of accommodations, mechanical or other failure of airplanes, motorcoaches or other means of transportation or for any failure of any transportation mechanism to arrive or depart timely or safely, vehicular incidents, dangers associated with or bites from animals, pests or insects, sanitation problems, food poisoning, lack of or quality of medical care, illness or disease, epidemics or the threat thereof, difficulty in evacuation in case of a medical or other emergency, or for any other cause beyond the direct control of Gerber. Under no circumstances is Gerber obligated to refund the cost of any purchased travel insurance. Gerber is not required to cancel any trip for any reason including without limitation, United States Department of State, Centers for Disease Control, World Health Organization or other Warnings or Advisories of any kind.

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Miscellaneous: Gerber reserves the right to decline to accept or retain any person as a member of any tour. Participants are expected to exercise sound judgment, caution and consideration for people, places and things while on the tour and to be attentive and responsive to the guidelines or instructions set forth by the tour leader(s) and Gerber. Failure to do so or engaging in other such conduct may affect the welfare of the participant, the operation of the tour and/or the well-being of others and, in the sole judgment of Gerber or Sponsor, may result in the participant being removed from the tour at his or her own expense with no refund forthcoming. These terms and conditions can be changed only by a writing signed by an officer of Gerber and they are applicable to any postponed or transferred trip, except that the dates referenced in the Standard Cancellation Policy will relate to the originally scheduled departure date.

Tour participants are solely responsible for securing their own passports, visas, medical inoculations, reviewing State Department advisories at <https://travel.state.gov/content/travel/en/traveladvisories/traveladvisories.html>, Centers for Disease Control warnings at <https://wwwnc.cdc.gov/travel/destinations/list> and other advisories or warnings, etc.

Privacy: Gerber retains the right, in its sole discretion, to contact participant's parents, guardian, and/or emergency contact with regard to health issues or any other matters whatsoever which relate to participant or participant's program. These rights transcend any and all privacy regulations that may apply.

Photo Release: Gerber reserves the right to take photographic, video, audio or film records on any tour. Gerber may use any photographs, video audio or film records it takes or receives from participants (including, but not limited to, images it receives via email, Facebook, Twitter, Instagram, PhotoVision, etc.) or which are directed to it in any media, for its own promotional and/or commercial purposes as well as for approved use by third-parties with whom Gerber may engage in joint marketing, all without any remuneration to participant. Participant assigns all right, title and interest in or to any and all media in which participant's name or likeness might be used.

Copyright Release: Participant warrants that for any photos and/or video submitted or directed to Gerber, through any media (including, but not limited to, email, Facebook, Twitter, Instagram, PhotoVision, etc.), participant is the creator and copyright holder of such photos and/or video. Participant gives permission to Gerber to publish such photos and/or video, in whole or in part, with or without participant's name or likeness, for its own promotional and/or commercial purposes as well as for Gerber-approved use by third-parties all without any remuneration to participant.

Health Proxy Forms and Medical Matters: Participant must submit to the Tour Organizer a complete and accurate Health History and Medical proxy. Any medical or physical conditions that chaperones should know or that may interfere with participant's participation on the tour or with others on the tour must be stated on the Form. Participant hereby authorizes the adults on the tour (chaperones, guides, lodging or other providers of services) to obtain emergency medical treatment for participant as they deem necessary. Participant is solely responsible for 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. Participant must consult a physician qualified in travel medicine, immunizations and infectious/tropical diseases prior to trip departure. Gerber may, but is not required to, attempt to bring a participant to a medical facility for emergency treatment, but it is not responsible for any negligent or unsuccessful treatment thereat.

Alcohol/Drug Policy: Gerber has a zero tolerance rule for possession or drinking of alcohol for any participants under the age of 21 and/or possession or use of marijuana, or any illegal drug or drug paraphernalia by any participant. Any participant violating this rule is subject to immediate expulsion from the trip. In any such case, the student or his or her parent or guardian is responsible for transporting the participant home, and waives any claim for any refund of any portion of the trip cost.

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Cancellations by Gerber: Gerber reserves the right to cancel or postpone any tour, and except as further provided in and specifically limited by the Cancellations due to Governmental Action or Impossibility of Performance paragraph, its sole obligation is to refund all moneys received by it for any tour it cancels.

Binding Arbitration: I agree that any dispute concerning, relating or referring to this Agreement, the brochure or any other literature concerning my tour, or the tour itself, shall be resolved exclusively by binding arbitration pursuant to the Federal Arbitration Act, 9 U.S.C. §§1-16, pursuant to the Comprehensive Arbitration Rules & Procedures of the Judicial Arbitration and Mediation Services, Inc. (JAMS). Such proceedings will be governed by substantive (but not procedural) New York law and will take place in Mineola, NY. 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. Please understand that by agreeing to these terms and conditions, you (and we) are waiving our right to a trial by jury. Any arbitration commenced against Gerber must be on behalf of only the signatory to this Agreement and his or her immediate family members who travelled with signatory, such as a parent, spouse or child. Under no circumstances can participant be part of a class or other joint action.

Seller of Travel:

California: (CST #2021080-40) Registration as a seller of travel does not constitute approval by the state of California. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account.

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Hawaii: Travel Agency Registration TAR

TENTATIVE ITINERARY

Tour ID:41486

Previous Day

9:00 am

Thursday June 01, 2023

Departure from Academy of the Americas (5680 Konkel Street, Detroit, MI 48210).

****All meals en route at your expense****

8:00 pm

Arrival in Washington, DC. Join your Tour Guide.

8:00 pm

Check into your hotel:

Hyatt Centric Arlington [1325 Wilson Blvd., Arlington, VA (703) 525-1234]

Security Included - 10:00 PM-05:00 AM

First Day

8:00 am

Friday June 02, 2023

Breakfast at your hotel.

10:00 am

Visit the National Museum of American History.

Time for lunch at your expense.

12:30 pm

Group picture at the base of the U.S. Capitol Building (included).

1:00 pm

Tour of the Capitol Hill Area to include: U.S. Capitol Building (pending availability), U.S. Supreme Court and the Library of Congress.

3:00 pm

Visit Arlington National Cemetery, including the JFK Gravesite and the Tomb of the Unknown Soldier.

6:00 pm

Dinner at California Pizza Kitchen Pentagon Centre.

7:30 pm

Visit the Lincoln, Vietnam Veterans and Korean Memorials.

Second Day

8:00 am

Saturday June 03, 2023

Breakfast at your hotel.

10:00 am

Visit the Shrine of the Immaculate Conception.

Time for lunch at your expense.

1:15 pm

Visit the National Museum of African American History & Culture (pending ticket availability).

5:00 pm

Dinner at Good Stuff Eatery.

Visit the Jefferson and FDR Memorials.

7:30 pm

Enjoy a "Ghost & Graveyard Tour" of Old Town Alexandria.

Third Day

7:30 am

Sunday June 04, 2023

Breakfast at your hotel and check-out.

9:00 am

Visit the Martin Luther King Jr. National Memorial and the WWII Memorial.

10:00 am

Visit the National Museum of Natural History.

12:00 pm

Depart for home.

****All meals en route at your expense****

11:00 pm

Approximate arrival back at school.



Gerber Tours
The Student Travel Experts

Academy of the Americas

Three Day Washington DC Tour

June 01-04, 2023

TENTATIVE ITINERARY

This itinerary is designed to remain flexible to compensate for traffic, crowds and weather conditions.

****HEALTH HISTORY MEDICAL RELEASE******PART 1: TO BE COMPLETED BY PARENT/CUSTODIAL GUARDIAN**

PARTICIPANT'S LAST NAME	FIRST	MIDDLE	BIRTH DATE
STREET ADDRESS		CITY	STATE ZIP CODE
()		()	()
FATHER'S NAME	BUSINESS PHONE	CELL PHONE	HOME PHONE
()	()	()	()
MOTHER'S NAME	BUSINESS PHONE	CELL PHONE	HOME PHONE
()	()	()	()
If not available in an emergency please notify:			
()		()	()
RELATIONSHIP	BUSINESS PHONE	CELL PHONE	HOME PHONE

PART 2: HEALTH HISTORY TO BE COMPLETED BY PARENTS

NO	YES	
<input type="checkbox"/>	<input type="checkbox"/>	My child is currently taking medications:
<input type="checkbox"/>	<input type="checkbox"/>	Med # 1 _____ Dosage _____ Reason _____
<input type="checkbox"/>	<input type="checkbox"/>	Med # 2 _____ Dosage _____ Reason _____
<input type="checkbox"/>	<input type="checkbox"/>	My child has Medication Allergies (please list): _____
<input type="checkbox"/>	<input type="checkbox"/>	My child has Food Allergies: _____
<input type="checkbox"/>	<input type="checkbox"/>	My child has other Allergies: _____ (Include insect stings, hay fever, asthma, etc.)
<input type="checkbox"/>	<input type="checkbox"/>	My child is under the care of a physician for the following condition: _____
<input type="checkbox"/>	<input type="checkbox"/>	My child has medical conditions the school/chaperones should be aware of: _____
Date of last Tetanus Immunization: _____		

PART 3: FAMILY HEALTH INSURANCE INFORMATION

(Please be aware that few doctors will directly bill out of state patients.)

Carrier	Group #	Policy #
Carrier Address		Insured
Relationship to Insured		I.D. #

PART 4: TO BE SIGNED BY PARENT/GUARDIAN

(Must be signed for your child to participate on the field trip)

I hereby give permission to my child's sponsoring organization (i.e. school)/chaperones to provide routine health care, administer prescribed medications, and seek emergency medical treatment including ordering x-rays and routine tests. I agree to the release of any records necessary for treatment, referral, billing, or insurance purposes. I give permission to my child's sponsoring organization/chaperones to arrange necessary related transportation for my child. In the event I can not be reached in an emergency, I hereby give permission to the physician selected by my child's sponsoring organization/chaperones to secure and administer treatment, including hospitalization, for the person named above. I understand that none of the tour company, the sponsoring organization or the chaperones are responsible for the quality of any such medical treatment.

SIGNATURE OF PARENT/GUARDIAN

PRINTED NAME

DATE