

# 2018 GRADWEEK TERMS & CONDITIONS

This Plan and Agreement sets forth the terms and conditions under which International Student Tours, Inc (IST) and also d/b/a/ GradWeek located at 5080 Robert J. Mathews Parkway, Ste. B, El Dorado Hills, CA 95762, Tel #916-850-1976, Fax # 916-939-8494 agrees to provide the Travel Package described within this brochure/ flyer/invoice/website/confirmation. Please note that if you are under the age of 18 at the time of signing the application, your parents or legal guardians must also sign. IST and GradWeek are not responsible for forged signatures.

## IMPORTANT TERMS AND CONDITIONS OF CONTRACT - READ CAREFULLY

**1. RESPONSIBILITY:** Neither IST nor GradWeek, nor IST's or GradWeek's employees, affiliates, officers, directors, successors, agents, and assigns (collectively "IST" and "GradWeek", respectively) own or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, air, land, rail, water or other transportation, food service, local guides, etc. As a result, unless IST or GradWeek is negligent, IST and GradWeek, respectively, will not be responsible for personal injury or property damage caused by the supplier of these services, and if these services and components are prevented, restricted or interfered with by reason of events or causes beyond IST's or GradWeek's control, including without limitation, acts of civil or military authorities, by reason of statute, rule, or local law, action of federal, state or local government or agency, acts of public enemy, acts of terrorism, criminal activity, war, riot, embargoes, civil commotion, insurrection, strike or labor unrest, acts of God, attacks by animals, severe weather and climatic conditions, storm, flood, fire, earthquake, power or communication line failure, mechanical or structural failures or difficulties, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, accident or illness in remote places without access to medical facilities, transportation, or means of rapid evacuation and assistance, acts or omissions of carriers including but not limited to breach of contract, failure to comply with any laws such as the Americans with Disabilities Act ("ADA"), cancellation, delay or overbooking, acts or omissions of other providers such as hotels, local ground handlers, entertainers or sightseeing services or restaurants including but not limited to breach of contract, failure to comply with any laws such as the ADA, cancellation, delay or overbooking, or travel participant negligence, IST and GradWeek cannot assume and are not to be held responsible for any claims, losses, damages (direct, indirect, consequential or incidental), costs or expenses including without limitation, injury, accident or death, inconvenience, loss of enjoyment, loss of pay, upset, disappointments, distress, or frustration, whether physical or mental, arising out of or in connection therewith. Participant assumes complete and full responsibility, and hereby releases GradWeek and IST from any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination and all safety and security conditions of such destination, during the length of the proposed travel. GradWeek recommends that you visit the websites of the Department of Transportation ([www.dot.gov](http://www.dot.gov)), the Federal Aviation Administration ([www.faa.gov](http://www.faa.gov)), and the US State Department ([www.state.gov](http://www.state.gov)) for current news and releases regarding air travel and safety. GradWeek reserves the right to make changes in the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. GradWeek reserves the right to decline any person as a member of the trip, or to require any participant to withdraw from the trip, if at any time such action is determined to be in the best interest of the health, safety, and welfare of the trip, group or of the individual participant. Under such circumstances, no refund will be given. Baggage and personal effects are solely the responsibility of the owner.

**2. RESERVATIONS:** A \$150 non-refundable deposit per person and a completed and signed Registration Form are required to secure a reservation before February 1, 2018. Once registered mandatory \$50 monthly payments will be required throughout the year. Failure to make payments will put your account into an 'unconfirmed' Pending status, incurring \$40 late fee and possible cancellation, requiring you to reinstate based on space availability. Travelers who register prior to October 1, 2017 are required to have a minimum of \$250 paid into their account by November 30, 2017. Complete full payment is due March 1, 2018. For reservations or reinstates received on or after February 1, 2018, payment in full plus \$40 reinstatement/late fee is required with signed, completed Registration Form. GradWeek will process applications for reservations on a first-come first-served basis. If space is not available when your reservation is received, we will retain your payment and place your name on a Waiting List until space becomes available, or you may request a refund in writing. There is a \$25 per person fee (plus any airline or tour package imposed fees) for changing your reservation in any way, if permitted, once your deposit has been received by GradWeek. Checks, money orders, cashier's checks, MasterCard, Discover card, Visa and AMEX may be used for deposits and payments up to March 1, 2018. Once your deposit is received, you will be sent a confirmation billing statement within 5 business days that includes your Traveler ID Number and trip information. This number should be written on all mailed payments. Payments may also be made online with credit or debit credit at [www.gradweek.com](http://www.gradweek.com). Final payments must be received in our office by end of business day of March 1, 2018; otherwise, you will be automatically cancelled. There will be a \$20 service charge for returned checks and a \$10 service charge for declined credit cards. Trip Credits, Trip Discounts and/or fees are non-refundable and non-transferable.

**3. APPLICATION OF PAYMENT:** In accordance with the California Seller of Travel Law, all payments related to scheduled air services and to secure accommodations, transfers and all other components of your tour will be made available to GradWeek and will be placed into GradWeek's Client Trust Account #3368097493, Wells Fargo Bank, El Dorado Hills, CA 95762.

**4. PRICES:** The price of the trip, the original city and destination, and the hotels are set forth in this brochure and are incorporated herein by reference. Prices stated are based on airfares and rates in effect January 01, 2017, and also reflect a discount for payment by cash, check or money order. Airfares and rates are subject to change. Changes could include fuel surcharges, tax increases and other unforeseeable fees. We will notify you in writing if these fees change. Should your group require a specific departure date, and the associated costs for this trip are higher than our contracted rate, you may incur a higher price to accommodate this special request. If your group decides to change the destination, and the change is made after December 1, 2017, you may incur additional charges. Prices are based on quad occupancy (4 in a room) for most destinations and are "Run of House" availability, unless otherwise specified. If requested in writing, we will assist you in finding roommates (additional roommate(s) not guaranteed), but GradWeek is not responsible if you have less than the required number of roommates per room. Once final rooming is completed (April 2018), you will be billed for additional charges if your room has "Paid In Full" until all rooming is complete. Published prices do not include the departure taxes described in section 5 below, \$25 hotel security deposit described in section 6 below or "optional" travel protection insurance described in section 9 below, but these items will be included in your invoice. Any tips or gratuities not specifically mentioned as included in the total price of your package are at your discretion. Brochure prices will not be guaranteed for those registering or reinstating after December 31, 2017.

**5. DEPARTURE TAXES:** Prices on the brochure do NOT include U.S., Mexico and Caribbean departure taxes and fees. For most cities, taxes total \$145 for international and \$65 for Hawaii, as well as any applicable airport passenger facility charges and usage fees that may arise. Some cities may vary. These taxes and fees will be included in your invoices and must be paid to GradWeek at time of final payment. Government taxes and airport passenger taxes and fees are subject to change as noted in section 4 above. A participant's account becomes "paid-in-full" once all services, fees, rooming, taxes, refundable deposits and merchandise have been fully paid.

**6. HOTEL SECURITY DEPOSIT:** Each hotel requires a \$25 per-person security deposit. This deposit amount is not included in the price but is required to be paid to GradWeek at time of final payment and will be included in your invoice. It is a room security deposit and is refundable if there is no damage to your room or any unpaid incidental balances. Refunds are processed 60-90 days after your return.

**7. CANCELLATION AND REFUND:** If you cancel your reservation, your right to refund is limited, as set forth below. All Cancellations and requests for refunds, if applicable, must be submitted in writing mailed, emailed or faxed to GradWeek's corporate office. NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS OR CANCELLATIONS GIVEN TO STUDENT ORGANIZERS. IT IS THE PARTICIPANT'S OBLIGATION TO ENSURE A WRITTEN CANCELLATION NOTICE IS RECEIVED BY GRADWEEK. To protect the participant, mailed cancellations should be sent with a Return Receipt Requested. For faxed cancellations, keep confirmation of transmittal. Notice of cancellation must include name of participant and account number that corresponds to the registration. GradWeek highly recommends the Supplemental Insurance referenced in Section 9. The following cancellation schedule will apply: Cancellations received BEFORE March 1, 2018 are assessed a cancellation fee of \$150. Cancellations received ON March 1, 2018 to March 16, 2018 are assessed a cancellation fee of \$300. Cancellations received ON March 17, 2018 to March 31, 2018 are assessed a cancellation fee of \$500. Cancellations received ON April 1, 2018 to April 13, 2018 are assessed a cancellation fee of \$600. In addition, you will be assessed any non-refundable fees, i.e., Supplemental Insurance, non-cash bank fees, returned check fees, etc. Cancellations received ON April 14, 2018 and after will receive NO REFUND. The actual fee depends on the date cancellation is received in writing by GradWeek. Once cancelled, there will be a \$40 reinstatement fee, plus any additional airline/hotel fees, and only on a space available basis. Name changes are allowed up to 14 days prior to departure, subject to additional designated airline's fees and eligibility. Cancellations eligible for refund will be issued back to the travelers within 4-8 weeks of approved cancellation date.

**8. DEPARTURE DATES AND AIRPORTS:** No representation is made concerning a particular date of departure, except that the date of departure will usually be within 1-14 days after graduation date, unless graduation is before May 11, 2018, in which case the date of departure may be later, and that you will be notified of that date approximately 30 days prior to departure. Departure dates are considered "tentative" until you receive your Departure Package. If you have paid your account in full and have not received your airline ticket at least 7 days prior to departure, please call the corporate office. Some departure cities listed on the brochure have multiple airports. Departure airports for New York are: Kennedy, LaGuardia, or Newark; for Chicago: O'Hare, Midway; for Washington: Baltimore, Dulles or National; for Charlotte/Raleigh: Charlotte or Raleigh; for San Francisco: San Francisco, Sacramento, or Oakland; for Tulsa: Tulsa or Oklahoma City; for Orlando: Orlando or Tampa; for San Antonio: San Antonio or Austin; for Miami: Miami or Ft. Lauderdale. The selection of the actual date of departure or specific airport (for multiple airports only) is at the option of IST and GradWeek, and will not entitle you to a refund.

**9. TRAVEL PROTECTION INSURANCE:** In addition to the free medical insurance coverage referenced in the brochure, an additional Travel Protection Plan is available and strongly recommended should you be forced to cancel for medical covered circumstances, as specified in the insurance policy flyer. This important, low-cost protection, which also covers trip interruption, travel delays and baggage delays, is provided by Travel Insured International and can protect your investment. This insurance is non-refundable and non-transferable. Please refer to the Travel Insured International information sheet that will be provided to you or view the coverage details by clicking the Travel Insured International link on our website. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement. This "optional" travel protection insurance does not go into effect until GradWeek refunds no longer apply (described in section 7 above).

**10. BAGGAGE:** Due to the frequent changes in baggage allowance, neither IST nor GradWeek is able to state what the baggage allowance is per carrier at this time. IST and GradWeek will mail travel packets approximately 2 weeks prior to departure, which will state the airline you have been assigned and their web address. It will be your responsibility to verify the baggage allowance directly with the carrier either on-line or by phone. Please be aware that some of the airlines do charge for checked baggage and it is the responsibility of the traveler to be aware of their policies prior to departure. Neither IST nor GradWeek is responsible for lost or damaged luggage.

**11. DOCUMENTATION:** United States citizens traveling to Mexico and the Bahamas must carry a valid U.S. Passport booklet. Please visit [www.travel.state.gov/passport](http://www.travel.state.gov/passport) to find out how to obtain a U.S. Passport. Passengers that are not U.S. citizens must contact the appropriate consulate office for documentation requirements. Visit [www.travel.state.gov/travel](http://www.travel.state.gov/travel) for the most current Travel Documentation Requirements. Those traveling to Hawaii will need a valid state or government issued picture ID. GradWeek assumes no responsibility for any changes in documentation requirements, nor are we responsible for carriage or entry into the destination city for any passenger not having proper travel documentation. It is the participant's sole responsibility to have proper travel documentation. No refunds will be issued to participants who are denied boarding due to lack of proper travel documentation or misbehavior.

**12. BUS TRANSPORTATION:** Transportation supplied is subject to any foreign government(s) involved granting operating rights, and subject to all applicable Canadian and foreign laws, regulations, and treaties governing ground transportation. ISTOURS reserves the right to substitute licensed transportation providers and/or to change the bus type, capacity, and routing. No refund will be given for such substituting or changes. The transportation pick-up point will be designated by ISTOURS. It is the responsibility of the participant to be at the pick-up point at the time and day specified (to be determined prior to the trip). You will be notified when and where to be at the pick-up point. Participant agrees to be solely responsible for boarding all transportation on time with picture identification and parental permission if the participant is under 18 years of age. ISTOURS shall not be obligated to make alternate arrangements for missed transportation. No refund will be given for missed or unused transportation. Participants are not allowed to drive to the destination as all packages are air or bus transport packages only.

**13. JURISDICTION AND VENUE:** The terms and conditions set forth herein are governed by, and are to be construed in accordance with, the laws of the State of California. If any action at law or in equity, including an action for declaratory relief, is brought to enforce or interpret any term or condition or to enforce any right and/or legal remedy, such action must be brought in a State or Federal court in the State of California with a venue in the County of Sacramento.

**14. PERSONAL EXPENSES:** Prices include only those services specifically stated in the brochure. Items such as food, clothing, room service, telephone calls, purchased activities, tipping, and other items not specifically mentioned in the brochure are not included.

**15. SELLER OF TRAVEL:** GradWeek is registered as a seller of travel services in the states of California, Washington, and Nevada. Respective sellers of travel registration numbers are: California #208587940, Washington #602-913-696. Please check website for updated information. Registration as a Seller of Travel does not constitute approval by the State of California. Right of California Customer to Make Claim on the California Travel Consumer Restitution Fund: In the event of the default of GradWeek, you may be eligible for a refund of up to \$15,000 from the California Travel Consumer Restitution Fund. If you as a travel participant or as the person making payment on behalf of the travel participant (a "California customer") are located in California at the

time of your purchase, you have a right to make a claim against the Fund for a refund of any money paid to GradWeek that is due because of the bankruptcy, insolvency, cessation of operations, or material failure to provide transportation or travel services sold. The claim must be filed within one year after you become aware of your loss. For a claim form and additional information, write to: Travel Consumer Restitution Corporation, P.O. Box 8474, Northridge, CA 91327. Non-California customers are not covered by California Travel Consumer Restitution Fund and are not eligible to file a claim against that Fund in the event of the default of GradWeek.

**16. FLIGHT SCHEDULES/CHANGES/DELAYS:** Flight times are not guaranteed and may affect actual length of time in destinations. Any flight information provided prior to departure is considered tentative and is subject to change in accordance with this agreement. Therefore, it is the sole responsibility of the tour participant to reconfirm both outbound and return flights. Flight delays are unfortunate, but are an inherent risk in air travel. Flight delays, missed night accommodations and expenses incurred due to flight delays, and missed connections to/from charter or scheduled flights are beyond the control and responsibility of GradWeek and IST. GradWeek is not responsible for persons failing to board the appropriate flight on time. GradWeek will not compensate any person for additional transportation costs incurred should they miss their flight. GradWeek is not responsible for any luggage and/or carry-on items at flight departure, airport/hotel transfers, hotel check-in/check-out, or at any other time. It is your responsibility to ensure that your belongings are placed on the correct flight and transfer bus and brought to your assigned room. Please be sure that all belongings have current identification tags attached. By signing this agreement, the participant signifies his or her understanding that GradWeek offers supplemental luggage insurance and that the participant either has procured such insurance or has chosen to travel without it. If forces beyond GradWeek's reasonable control (i.e., storms or other natural disasters, transportation strikes, etc) cause the trip to be extended, the participant must pay or reimburse GradWeek for all extra costs associated with such trip extension (i.e., lodging, meals, and transportation). In the unlikely event the entire trip is canceled due to circumstances beyond GradWeek's reasonable control, GradWeek will refund the entire trip price to the participant, less any non-refundable service or other charges incurred by GradWeek.

**17. INTERNATIONAL FLIGHTS:** The operation of these flights is subject to the foreign governments involved granting landing rights for the flight. If the air carrier cannot obtain these rights, the flight will be canceled and a full refund, less any non-refundable service charges will be made to the participant.

**18. ALCOHOL CONSUMPTION POLICY:** GradWeek does not provide, promote, or profit from the use of alcohol in any of its programs. The drinking age in the Republic of Mexico and the Bahamas is 18 years old. The drinking age in Hawaii is 21 years old and the restaurants, bars and nightclubs may require identification and proof of age to consume alcohol. GradWeek has contractual relationships with certain suppliers in Mexico and the Bahamas who sell optional packages to our travelers. Some of these packages may make alcoholic beverages available. Some activities occur in locations that serve alcohol. Excessive use of alcohol can result in injury and severely impaired judgment. GradWeek does not condone the abuse of alcohol.

**19. PARTICIPANT RESPONSIBILITY:** You are responsible for your actions on the entire tour, beginning and ending with air flights. GRADWEEK AND IST STAFF ARE NOT CHAPERONES. It is your decision and choice to participate or not to participate in activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against GradWeek or IST. Further, you are responsible for the consequences of your participation. You should be aware of the risks and possible danger inherent in traveling and in various water/resort activities in which you may, at your own discretion, voluntarily participate. Your participation in such activities is entirely voluntary, and if you choose to participate in such activities, you do so at your own risk. Inappropriate and/or illegal behavior can be cause for eviction from your hotel and/or the program without refund for the unused portion of the trip and can be cause to be sent home at your expense. Please check travel advisory boards for your particular destination. Final trip documents will be sent to you, your group leader, or campus representative 2-3 weeks prior to departure. Documents will not be sent until full payment and a signed copy of the Tour Participant Agreement is received in our office. GradWeek cannot be responsible for lost or misdirected mail. Any changes and updates in your address, phone number and email should be submitted in writing or online by logging into your traveler account at [www.gradweek.com](http://www.gradweek.com).

**20. AIRCRAFT:** We use a combination of scheduled carriers and are as follows, but not limited to: United Airlines, American Airlines, US Airways, Alaska Airlines, Southwest Airlines, Aero Mexico, Delta, Virgin America, Air Tran, and Jet Blue.

**21. HOTELS:** Cancun: Gran Caribe Real, NH Krystal Cancun, Krystal Grand, Palace Hotels, Riu Resorts. Nassau: Atlantis, Paradise/Warwick Island Resort, Breeze's Resort. Hawaii: Aston Hotels, Pacific Beach Hotel, Sheraton Hotels. In case of hotel overbooking, Grad Week will relocate you to a property of equal or superior value at no extra cost to you.

**22. DISABLED ACCESSIBILITY:** Hotels, transportation services, and other facilities in foreign countries are not necessarily disabled accessible. If you have a disability that requires accommodation or special assistance, you must notify us in advance. Upon written request, information will be provided to you regarding accessibility to various facilities.

**23. SHARING OF INFORMATION:** Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels, and other tour operators, GradWeek may be sharing your personal information with those companies. We may share the following information: Name, address, phone, birth date, gender, and school you attend or teach at, and/or email. GradWeek may also share this information with other non-related companies, unless you inform GradWeek in writing that you do not consent to sharing of your information to non-related companies. GradWeek may capture the Tour on film and digital images and use photos, videos and digital images for its marketing materials, including but not limited to brochures, internet websites, mailers, etc. As a result, you may notice people taking photos, shooting videos, and/or asking comments of you and your friends during the Tour. We appreciate your participation and unless otherwise notified, we may use your image in our photos, videos, and evaluations, and GradWeek reserves the right to use these to promote and advertise future tours.

**24. ASSIGNMENT:** This Agreement and the rights granted hereunder may be assigned in whole or in part by the IST and GRADWEEK without the prior written consent by the Company. IST and/or GRADWEEK may assign this Agreement and the rights granted hereunder to any third party.

**25. ENTIRE AGREEMENT:** The terms of this agreement shall serve as a complete release and express assumption of risk for the undersigned trip participant, his or her parent(s)/legal guardian(s), heirs, assignees, administrators, executors and all members of his/her family. I/we have read and fully understand the provisions and legal consequences of this voluntary release/assumption of risk, and I/we hereby agree to all of its conditions. "Re-Usable: Your original registration deposit may be reused as a credit towards the balance of a new GradWeek Travel Program within the next 3 years after you have provided a new registration and deposit, provided your original account was cancelled prior to March 1, 2018. This deposit is only fully creditable under the full refund provisions of Section 7 of this Agreement.