

# 2021 IST SPRING BREAK 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/IST Spring Break located at 5080 Robert J. Mathews Parkway, Ste. B, El Dorado Hills, CA 95762, Tel# (800) 448-4444. Email [info@istspingspringbreak.com](mailto:info@istspingspringbreak.com) 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/IST Spring Break are not responsible for forged signatures or fraudulent transactions.

## IMPORTANT TERMS AND CONDITIONS OF CONTRACT – READ CAREFULLY

- RESPONSIBILITY:** Neither IST nor GradWeek/IST Spring Break, nor IST's or GradWeek/IST Spring Break's employees, affiliates, officers, directors, successors, agents, and assigns (collectively "IST" and "GradWeek/IST Spring Break," respectively) owns 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/IST Spring Break is negligent, IST and GradWeek/IST Spring Break, respectively, will not be responsible for personal injury or property damage caused by the supplier of these services, and by these services and components are prevented, restricted or interfered with or reason of events or causes beyond IST's or GradWeek/IST Spring Break'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, Government or state closures and/or restrictions, unprecedented events, diseases, sickness, food poisoning, unsafe sanitary conditions, quarantine, pandemics, 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/IST Spring Break 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/IST Spring Break 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/IST Spring Break 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/IST Spring Break 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/IST Spring Break 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.
- RESERVATIONS & REQUIREMENTS:** A \$150 non-refundable deposit per person and a completed, signed Registration Form is required to secure a reservation BEFORE December 1, 2020. For registrations or reservation reinstates received on or after December 1, 2020, payment in full is required plus \$40 late fee will be required and will automatically be placed onto a Waitlist until trip availability can be determined. Once registered (prior 12/1/20), mandatory \$50 monthly payments will be required throughout the year to keep the account Active. Failure to make payments will put your account into an "unconfirmed" Pending status, incur late fees, subject to any pricing increases and possible cancellation, requiring you to reinstate based on space availability. Travelers who registered prior to October 1, 2020 are required to have a minimum of \$250 paid into their account by October 31, 2020 to avoid penalties. Complete full payment is due no later than December 1, 2020, regardless of when you registered. Traveler accounts are not considered completely "Paid In Full" until all trip rooming is complete. GradWeek/IST Spring Break 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 deposit has been received by GradWeek/IST Spring Break. Checks, money orders, cashier's checks, MasterCard, and Visa may be used for deposits and payments up to December 1, 2020. 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 card at [www.istspringbreak.com](http://www.istspringbreak.com). IST and GradWeek/IST Spring Break are not responsible for forged signatures or fraudulent transactions. Final payments must be received in our office by end of business day of December 1, 2020, 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. Any traveler account that encounter a returned check payment or credit card chargeback, IST or GradWeek/IST Spring Break will no longer accept that form of payment on the account. Trip credits, trip discounts and/or fees are non-refundable and non-transferable.
- 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/IST Spring Break and will be placed into GradWeek/IST Spring Break's Client Trust Account #3368097493, Wells Fargo Bank, El Dorado Hills, CA 95762.
- 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 1, 2020. Airfares and rates are subject to change without notice. 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 or a traveler decides to change the destination or hotel, and the change is requested/made after October 1, 2020, you may incur additional charges. Prices are based on group occupancy (4 sharing a room, two people per bed) for most destinations and are "Run of House" (standard) availability, unless otherwise specified. Travelers are responsible for paying any additional cost associated with rooming in an under-occupancy room. If requested in writing, we will try to assist you in finding roommates (not a guarantee), but GradWeek/IST Spring Break is not responsible if you have less than the required number of roommates per room, or groups with an uneven number of travelers. Each participant is responsible for finding/selecting their own friends/roommates for the trip from the point of registering until trip completion. Once final rooming is completed (February 2021), you will be billed for any additional charges if your room has less than the required number of roommates per room, which will require immediate payment. Your account is not considered officially "Paid In Full" until all rooming is complete. Published prices do not include the departure taxes described in section 5 below, hotel security deposit described in section 6 below, or hotel occupancy fees, 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, and/or changing their trip package after December 31, 2020.
- DEPARTURE TAXES:** Prices on the brochure do not include U.S., Mexico and Caribbean departure taxes and fees. For most cities, taxes total \$165 for Bahamas, \$145 for all other International and \$65 for Domestic U.S. and Puerto Rico, 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 trip price and must be paid to GradWeek/IST Spring Break 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 fully "paid-in-full" once all services, fees, rooming, taxes, refundable and nonrefundable deposits, and merchandise have been fully paid.

- HOTEL SECURITY DEPOSIT:** Some hotels used by IST or GradWeek/IST Spring Break may require each traveler to provide an additional credit card authorization or cash payment for the hotel security deposit (incidental charges - i.e.: cleaning fees, damages, parking fees, refrigerators, rollaways, room service, etc.) at the time of check-in. The security deposit amount is determined by the hotel and is not included in the trip price but may be required to be paid to the hotel at time of check-in. The hotel security deposit is refundable by the hotel if there are no damages, cleaning fees, etc. to your room, hotel property or any unpaid incidental balances reported by the hotel at the time of the traveler's departure. If a traveler paid their hotel security deposit in cash and no damages, etc. were reported by the hotel, then their cash deposit will be returned to them at the time of check out.
- 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/IST Spring Break'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/IST SPRING BREAK. To protect the participant, mailed cancellations should be sent with a Return Receipt Requested. For faxed cancellations, keep confirmation of transmittal. For emailed cancellations, request read receipt confirmation. Notice of cancellation must include name of participant and traveler account number that corresponds to the registration. The following cancellation schedule will apply: Cancellations received BEFORE December 1, 2020 are assessed a cancellation fee of \$150 (per person). Cancellations received on January 1, 2021 to January 31, 2021 are assessed a cancellation fee of \$300 (per person). Cancellations received on February 1, 2021 to February 28, 2021 are assessed a cancellation fee of \$600. In addition, you will be assessed any non-refundable fees, i.e. bank fees, discounts, etc. Cancellations received on March 1, 2021 and after will receive NO REFUND. The actual fee depends on the date the cancellation is received in writing by GradWeek/IST Spring Break. Once canceled, there will be a \$40 reinstatement fee, plus any additional airline/hotel fees, and only on a space-available basis to reinstate. Name changes (if permitted) are allowed up to 14 days prior to departure, subject to designated airline's fees and eligibility. Cancellation eligibility for a refund will be issued back in the same payment method they were received (i.e. card payments = card refunds and check or money order payments = one check refund) and in the same name as the registered participant within 4-8 weeks of the approved cancellation date. GradWeek/IST Spring Break is not responsible for misdirected refunds due to a change of address, closed bank accounts or transactions processed on pre-paid credit cards or gift cards.
- DEPARTURE DATES AND AIRPORTS:** No representation is made concerning a particular date of departure, except that the date of departure can be a Friday, Saturday or Sunday of your chosen week. All departure dates are considered "tentative" until you receive your Departure Packet, which issues 2-3 weeks prior to listed date. If you have paid your account in full (have no balance due) and have not received your airline or bus ticket at least 7 days prior to departure, please contact 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/IST Spring Break and will not entitle you to a refund.
- BAGGAGE:** Due to the frequent changes in baggage allowance, neither IST nor GradWeek/IST Spring Break is able to state what the baggage allowance is per carrier. IST and GradWeek/IST Spring Break will mail Departure Packets (travel documents) approximately 2-3 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 airline carrier either online or by phone. Please be aware that some of the airlines do charge for carry-on or checked baggage and it is the responsibility of the traveler to be aware of their policies prior to departure. Neither IST nor GradWeek/IST Spring Break is responsible for lost or damaged luggage.
- TRAVEL 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 their 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, Puerto Rico or Panama City Beach, Florida will need a valid government issued picture Real ID. GradWeek/IST Spring Break assumes no responsibility for any changes in documentation requirements, nor are we responsible for carriage or entry into the destination city and/or country 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 or entry due to lack of proper travel documentation or misbehavior.
- 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 when the time and date 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 a valid 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 any missed or unused transportation. Participants are not allowed to drive to the destination as all packages are air or bus transport packages only, unless a parental waiver is signed.
- 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.
- 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, and will be the expense of the participant.
- SELLER OF TRAVEL:** GradWeek/IST Spring Break is registered as a seller of travel services in the states of California, Washington, Florida, and Nevada. Respective sellers of travel registration numbers are California - #2085879-40, Washington #602-913-696, Florida #41799. 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/IST Spring Break, 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 GradWeek/IST Spring Break that is due because of the bankruptcy, insolvency, cessation of the 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 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/IST Spring Break.

- FLIGHT SCHEDULES/CHANGES/DELAYS:** All scheduled flights are booked under standard/coach or basic economy; this will be noted on your itinerary. 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/IST Spring Break and IST. GradWeek/IST Spring Break is not responsible for persons failing to board the appropriate flight on time. GradWeek/IST Spring Break will not compensate any person for additional transportation costs incurred should they miss their flight. GradWeek/IST Spring Break 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 the responsibility of each participant to ensure that your belongings are placed on the correct bus, or flight and transfer bus and brought to your assigned hotel. Please be sure that all belongings have current identification tags attached. By signing this agreement, the participant signifies his or her understanding that GradWeek/IST Spring Break offers supplemental luggage insurance and that the participant either has procured such insurance or has chosen to travel without it. If for reasons beyond GradWeek/IST Spring Break's reasonable control (i.e., storms/weather or other natural disasters, transportation strikes, etc.) cause the trip to be extended, the participant must pay or reimburse GradWeek/IST Spring Break 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/IST Spring Break's reasonable control, GradWeek/IST Spring Break will refund the entire trip price to the participant, less any non-refundable service or other charges incurred by GradWeek/IST Spring Break.
- 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 and/or cost of the ticket, less any non-refundable service charges will be made to the participant.
- ALCOHOL CONSUMPTION POLICY:** GradWeek/IST Spring Break does not provide, promote, or profit from the use of alcohol in any of its programs. The legal drinking age in the Republic of Mexico, Puerto Rico and the Bahamas is 18 years old. The legal drinking age in Hawaii and Florida is 21 years old and the restaurants, bars and nightclubs may require identification and proof of age to consume alcohol. GradWeek/IST Spring Break 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/IST Spring Break does not condone the abuse of alcohol.
- PARTICIPANT RESPONSIBILITY:** You are responsible for your actions on the entire tour, beginning and ending with air flights or bus. GRADWEEK/IST SPRING BREAK AND IST STAFF ARE NOT CHAPERONES. It is your decision and choice to participate or not to participate in the trip and activities. Activities are not mandatory; they are voluntary. Your decision to participate is not actionable against GradWeek/IST Spring Break 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. In appropriate 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 prior to travel. Final trip documents will be sent to you, your group, group leader, or campus representative 2-3 weeks prior to departure. Documents will not be sent until full payment (meaning accounts with a zero balance) and a signed copy of the Tour Participant Agreement/Registration is received in our office. GradWeek/IST Spring Break cannot be responsible for lost or misdirected mail, or for participants that did not provide their correct names, or spelling. Any changes and updates in your name, address, phone number and email should be submitted in writing or online by logging into your traveler account at [www.istspringbreak.com](http://www.istspringbreak.com) as soon as possible.
- AIRCRAFT:** We use a combination of scheduled carriers and are as follows, but not limited to: United Airlines, American Airlines, Alaska Airlines, Hawaiian Airlines, Southwest Airlines, Aero Mexico, Delta, Virgin America, JetTran, Frontier Airlines, Spirit Airlines, and Jet Blue.
- HOTELS:** Cancun: Gran Caribe Real, NH Krystal Cancun, Krystal Grand, Palace Hotels, Riu Resorts. Cabo San Lucas: Tesoro Los Cabos, ME Cabo, Riu Resorts. Nassau: Atlantis, Melia, Paradise/Warwick Island Resort, Breeze's Resort, Baha Mar Hyatt. Hawaii: Aston Hotels, Pacific Beach Hotel, Hyatt Place, Sheraton Hotels. Puerto Rico: Caribe Hilton, Hyatt Place, The Condado Plaza Hilton. Florida: Shores of Panama, Edgewater Resorts, Holiday Inn. In case of hotel overbooking, GradWeek/IST Spring Break will relocate you to a property of equal or superior value at no extra cost to you.
- DISABLED ACCESSIBILITY & FOOD ALLERGIES:** Hotels, transportation services, and other facilities in foreign countries are not necessarily disabled accessible or follow the same food allergy requirements, as the U.S. If you have a disability or a food allergy that requires accommodation or special assistance, you must notify us no less than 30 days in advance of departure. Travelers with food allergies are still responsible for double checking with hotel and/or restaurants about food options due to their allergies. Upon written request, information will be provided to you regarding accessibility to various facilities.
- 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/IST Spring Break 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/IST Spring Break may also share this information with other unrelated companies unless you inform GradWeek/IST Spring Break in writing that you do not consent to sharing of your information to non-related companies. GradWeek/IST Spring Break 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/IST Spring Break reserves the right to use these to promote and advertise future tours.
- ASSIGNMENT:** This Agreement and the rights granted hereunder may be assigned in whole or in part by the IST and GradWeek/IST Spring Break without the prior written consent by the Company. IST and/or GradWeek/IST Spring Break may assign this Agreement and the rights granted hereunder to any third party.
- 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. 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 risks and conditions. "Re-Usable": Only the original participant and their original non-refundable registration deposit may be reused as a credit towards the balance of a new GradWeek/IST Spring Break Travel Program within the next 3 years after they have provided a new signed registration form and deposit, provided their original account was cancelled prior to December 1, 2020. This deposit is only fully creditable under the full refund provisions of Section 7 of this Agreement.