

## Chapter I - Contract Outline

### **Article 1 - Scope of Contract**

This Contract of Commitment shall outline the General Terms and Conditions and serve as a Contract to participate in the Austria 2022 Tour between this Organization (hereinafter referred to as "Govenaires") and the Member. Matters not provided for in these General Terms and Conditions shall be governed by the laws, ordinances, regulations, and generally established practices of the Govenaires Performing Arts Association ("GPAA").

By signing this Contract, Members agree to abide by the terms contained herein, including payments for application, Travel Fees, refunds (if applicable), and obligation to obtain personal travel identification documents, as well as matters concerning the responsibility of the Govenaires and the Members.

### **Article 2 - Definition of Terms**

*Contract* - This contract under which the Govenaires, commissioned by the Member, undertakes to make arrangements so that the Member can receive services for transportation, housing accommodation, performance accommodation, and other services as needed (hereinafter referred to as "Travel Services") by acting as a representative, intermediary, and agent on behalf of the Member.

*Member* - That person which engages in this Contract between themselves and the Govenaires in order to participate in Travel for the Tour.

*Tour* - That scheduled outing from Minnesota to Austria over the weekend of June 11th, 2022, to be detailed in a published itinerary. The tour dates start Wednesday June 8th, 2022 and end Sunday June 12th, 2022.

*Travel* - Travel scheduled only for the Tour as defined above.

*Travel Fee* - Charge paid by the Member to the Govenaires which reimburses the Govenaires for costs incurred in the arrangement of Tour Travel Services, including but not limited to transportation, accommodation, and facilities.

*Performance* - The group exhibition of audio and visual characteristics during the Tour.

### **Article 3 - Arrangement Agent**

In carrying out this Contract, the Govenaires may choose to employ the services of a travel agent, or other such intermediary, in order to arrange Travel Services on behalf of the Govenaires and the contracted Members.

## Chapter II - Duration of Commitment Contract

### **Article 4 - Entry Into Contract**

A Member who intends to enter into a Contract to travel with the Govenaires must review and sign this Commitment Contract, and submit a 100 USD application deposit fee to the Govenaires. Contact Matthew Sanders via email at [webmaster@govenaires.org](mailto:webmaster@govenaires.org) for a comprehensive list of payment submission options.

The application fee referred to herein will be treated as a partial prepayment of the Travel Fee, any Cancellation Fee, or any other such money which the Member should pay to the Govenaires for the Travel Services of the Tour.

A Contract will be considered in effect once the Member has paid the application deposit fee in full and returned the signed Commitment Contract to the Govenaires or their designated intermediary.

### **Article 5 - Extent of Obligations**

The Contract for the Tour and all obligations between the Govenaires and the Member shall be deemed completed and fulfilled upon the Member's return arrival to the original point of departure (Likely Munich or Vienna depending on airfare).

### **Article 6 - Communication**

The Govenaires shall communicate any changes to the published itinerary, contents of Travel Services, Travel Fees, and other conditions for the Tour, as well as matters concerning the responsibility of the Govenaires, in written form via email using the email address provided by the Member on this Contract of Commitment.

## Chapter III - Change and Cancellation of Contracts

### **Article 7 - Deviation in Tour Itinerary**

The Member may request a deviation from the Tour itinerary. These deviations shall not impede on the Member's ability to participate in the Performance. The Govenaires may refuse a deviation. Members are responsible to contract their Travel Services and pay any costs incurred in their deviation from the Tour itinerary.

### **Article 8 - Cancellation Due to a Cause Attributable to the Govenaires**

The Govenaires may cancel the Contract and Tour if it has become impossible to make arrangements for the Travel Services or Performance. The Govenaires will refund the Member the Travel Fee already received, less the cost of Travel Services which have already been paid, or which must be paid in the future.

## **Govenaires International - Austria 2022**

### **Contract of Commitment - No-Flight Tour**

#### **Article 9 - Cancellation Due to a Cause Attributable to the Member**

The Member may cancel the Contract at any time, without procuring a substitute Member for the Tour. The amount of funds refunded to the Member will be determined by the date that the cancellation request is received by the Govenaires, as well as the amount of Travel Services already paid by the Govenaires or other such intermediary, as outlined in the table below.

<b>Date of Cancellation</b>	<b>Action</b>
On or before July 19th, 2021	All funds received from the Member will be refunded
On or before January 1st, 2022	80% of the current payment plan will be retained, the remainder of funds received from the Member will be refunded
On or before March 1st, 2022	All Travel Fees will still be collected and retained - it is highly suggested to find a replacement for your spot.
After March 1st, 2022	All Travel Fees will still be collected and retained, the airline has received the name list for seats, and no substitutions can be made.

#### **Article 10 - Cancellation Due to Substitution of Member**

The Member may cancel their Contract at any time by replacing their position in the Tour with another newly-contracted Member. The Govenaires shall be informed of this substitution, and all funds shall be refunded to the Member after the newly-contracted Member has completed remittance of payments to cover the Travel Fee schedule in full. This option will become unavailable after March 1st, 2022 due to airline seat assignments.

## **Chapter IV - Travel Fees**

#### **Article 11 - Estimated Travel Fees**

The total Travel Fee is estimated to be 325 USD, subject to change based on the exact price of the Travel Services. The Member is responsible for the actual costs of the Travel Services, not the estimated cost. As Travel Services are booked and the costs are actualized, the estimated Travel Fee will be updated and communicated to Members. If the actualized cost is higher than the estimated cost, an increase in the payment schedule amounts may be required from the Member.

## **Govenaires International - Austria 2022**

Contract of Commitment - No-Flight Tour

### **Article 12 - Payment Schedule**

The Member must pay the Travel Fee in full prior to the commencement of the Tour, such date to be determined and communicated in an itinerary published by the Govenaires.

The Travel Fee shall be divided into installment payments to allow the Govenaires to acquire Travel Services prior to the commencement of the Tour. An additional payment may be required after the completion of the Tour to cover any unexpected costs due to Travel Services paid by the Govenaires and used by the Member.

The table below shall be the timeline of payments due for the Tour.

<b>Date</b>	<b>Travel Fee Due</b>
July 19th, 2021	100 USD (application deposit fee)
October 1st, 2021	1/3th of Total Travel Fee (Estimated at 75 USD)
November 1st, 2021	1/3th of Total Travel Fee (Estimated at 75 USD)
February 1st, 2022	1/3th of Total Travel Fee (Estimated at 75 USD)
April 1st, 2022	Any adjustment needed for higher than estimated costs
July 1st, 2022	Finalized receipt and payment/refund based on actual costs incurred

### **Article 13 - Responsibility of the Member**

The Member is responsible for ensuring all individual travel identification documents are up to date and sufficient for travel to Austria. This may include but is not limited to: a valid passport with expiration greater than December 2022, proof of SARS-CoV-2 vaccination, and passport visa.

**Govenaires International - Austria 2022**  
Contract of Commitment - No-Flight Tour

## Chapter V - Signature of Parties

Member's Printed Name: \_\_\_\_\_  
(as it appears on your passport)

Member's Email: \_\_\_\_\_

Member's Phone Number: (\_\_\_\_\_) \_\_\_\_\_

The above named person does hereby agree to the Terms and Conditions stated in this Commitment.

Member's Signature: \_\_\_\_\_  
(if under 18, parent or guardian signature required - please print name near signature)

Date: \_\_\_\_\_

The Govenaires accept this Member for the Tour.

Govenaires Representative's Name: \_\_\_\_\_

Govenaires Representative's Signature: \_\_\_\_\_

Date: \_\_\_\_\_