



YOUR VISIT TO SAN MARCOS  
for the  
**2022 ASCENSION DANCE NATIONALS!!!**



Prepared exclusively for Smith HS Dance  
March 25-27, 2022  
Sara Smith, Director

## TRIP PROPOSAL



Prepared exclusively for: **Smith HS Dance Team**

Director: **Sara Smith**  
 Street Address: 2000 Smith St.  
 City/State/Zip: Smith, TX 77777  
 School Phone: 555-555-5555  
 Cell Phone: 555-555-5555  
 Email: [sarasmith@smithisd.org](mailto:sarasmith@smithisd.org)

Destination: **San Marcos**  
 Dates: **March 25-27, 2022**  
*Departure date:* March 25, 2022  
*Arrival date:* March 25, 2022  
*Return date:* March 27, 2022  
*Return arrival date:* March 27, 2022

**No. of Travelers 100**

### Package Pricing:

Minimum # per bus (average)	50-55	40-49	30-39	20-29
Quad	\$419	\$443	\$482	\$560
Triple	\$449	\$473	\$512	\$590
Double	\$509	\$533	\$572	\$650
Single	\$689	\$713	\$752	\$830

*\*All students will be charged for a quad package. Students forced into a smaller room size due to lack of numbers in the group will still only pay the quad package price. However, if a triple, double, or single are requested, we will have to charge those rates.*

### Inclusions:

Accommodations: 2 nights at Marriott San Antonio NW or similar  
 Attractions: Ascension Dance Nationals, Six Flags Fiesta Texas, San Antonio Riverwalk, Texas State University Strutters Spring Spectacular (optional)  
 Meals: 2 breakfasts at hotel, 1 Fiesta Texas meal vouchers, 2 dinners (choice of Hard Rock Cafe, Dave & Busters, Rainforest Cafe, County Line)  
 Transportation: Charter buses (estimate; price may vary depending on origination)  
 Performance: 2022 Ascension Dance Nationals  
 Complimentary: 1 complimentary package (based on double occupancy) for every 15 paid packages  
 Miscellaneous: Customized itinerary  
 All taxes and gratuities  
 \$2,000,000 in liability insurance



## PRELIMINARY/SAMPLE ITINERARY

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### Day 1

Depart Smith HS for San Antonio! You'll check into your hotel and then visit the colorful San Antonio Riverwalk. Enjoy the shops, the Alamo and more! You may also choose to attend the Texas State University Strutters Spring Spectacular! Tickets can be obtained on the Ascension Dance website. Dinner tonight is at Hard Rock Cafe!



### Day 2

After breakfast at your hotel, you'll compete in the 2022 Ascension Dance Nationals competition at Texas State University in San Marcos! Enjoy a shopping trip to San Marcos' incomparable outlet mall. Dinner tonight is at Rainforest Cafe on the San Antonio Riverwalk!

### Day 3

Breakfast at your hotel. Then you'll load up the buses and head out for a fun day at Six Flags Fiesta Texas! After park closing, you'll load up and head for home.



## PAYMENT/CANCELLATION SCHEDULES

### REQUESTED PAYMENT SCHEDULE:

Payments may be made by cash, check or money order. To ensure that all tour suppliers are paid in a timely fashion in accordance with their payment terms, it is important that the group make payments no later than the deadline dates set forth below:

<b>REGISTRATION FEE DUE UPON SIGNING: \$400</b>		
<b>PAYMENT DATE</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
September 25, 2021	Non-refundable deposit	\$50
October 25, 2021	Payment #2	\$93
November 25, 2021	Payment #3	\$93
January 25, 2022	Payment #4	\$93
February 25, 2022	Payment #5	\$90
<b>TOTAL PAID</b>		<b>\$419</b>

**NOTE:** These amounts are based on quad occupancy and 50-56 passengers per bus. Invoicing will reflect this amount. Adjustments in billing will occur on final invoice after rooming lists are submitted.

*Reservations and prices are not guaranteed until Perform America-TX has received the deposit set forth above and the signed agreement on the last page of this proposal. Please send all paperwork and payments to:*

**Perform America-TX, LLC**  
5517 Louetta Rd., Suite B  
Spring, TX 77379

### LATE FEES:

Any payments made more than seven (7) days past the due dates above will be subject to a \$250 late fee. If the final payment is more than 7 days past due, a late fee of 10% of the balance owed will be assessed.

### CANCELLATION SCHEDULE:

Perform America-TX will only accept cancellations made in writing. Written cancellation requests must be emailed to [jlaird@perform-america.com](mailto:jlaird@perform-america.com). Please allow 30 days for refunds.

<u>CANCELLATION SCHEDULE</u>	<u>AMOUNT RETAINED BY PERFORM AMERICA-TX</u>
120-91 days prior to departure	25% of package cost per person retained
90-61 days prior to departure	50% of package cost per person retained
60-31 days prior to departure	75% of package cost per person retained
30 days or less prior to departure	100% of package cost per person retained

### CHANGES:

Changes including but not limited to itinerary, flight lists, ticket/admission purchases, number of hotel rooms and number of passengers can not be made within 30 days of departure.

### MINIMUM / MAXIMUM PARTICIPATION:

N/A

## ADDITIONAL TERMS AND CONDITIONS

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### 1. PAYMENT TERMS

1.1. Payment. Client (as defined in Section 19 below) shall strictly comply with the Payment Schedule on or before the due date. Checks should be made payable to Perform America-TX, LLC (known hereafter as PAT) with school name and registration number on memo line and should be postmarked on or before due date. Payments may be made by credit/debit card on our website or by check/cashier's check/money order mailed to:

Perform America-TX, LLC  
5517 Louetta Rd., Suite B  
Spring, TX 77379

1.2. Online payments will incur a transaction fee as stated on confirmation page.

1.3. Payments must be made or postmarked by the payment dates listed or a \$25 penalty will be assessed.

1.4. Reservations and prices are not guaranteed until PAT has received the deposit as indicated in the contract.

1.5. All rates quoted herein are based on information provided by the group and by relevant tour suppliers. Additions or other changes to this tour by the Director may also change the cost of the tour. Client acknowledges that the tour price may be increased by PAT after the date of purchase to offset increases in fees, fuel surcharges, taxes or any combination thereof if additional costs are imposed by a supplier or government.

1.6. Additional Deposits. From time to time, PAT may request one or more deposits over and above those set forth in the Payment Schedule (the "Additional Deposits"). Additional Deposits may be required because of travel during peak periods, the unique nature of the facilities, or any other matter which, in PAT's sole opinion, requires an additional deposit. PAT will consult with Director before making a request for an Additional Deposit, but PAT's decision whether an Additional Deposit is necessary is final. Client shall pay an Additional Deposit within thirty (30) days of the request by PAT.

1.7. Individuals paying online who miss two consecutive payments or are not current with payments 60 days prior to departure are in jeopardy of being removed from the trip. If reinstatement is possible, individual will be subject to a \$50 reinstatement fee plus any additional fees imposed by vendors. Any refunds will be in accordance with Paragraph 5.2.

### 2. DUTIES AND OBLIGATIONS OF PAT

2.1. Scope and Exclusivity. PAT shall have the duties and obligations set forth in this Section 2 and no others.

2.2. Services Supplied by PAT. PAT will provide the transportation, transfers, airfare, lodging and services specified in the attached tour proposal, which tour proposal is hereby incorporated herein by reference, on the terms provided herein. PAT reserves the right to vary itineraries and/or destinations and to substitute hotels if circumstances beyond its control necessitate such change(s).

2.3. Services Excluded by PAT. All transportation, charges, services or other items not specifically identified in the tour proposal for this tour are not covered and must be paid by Client separately. Excluded services and items include, but are not limited to meals and beverages other than those noted in the tour proposal; expenses of a personal nature such as laundry, telephone, valet, etc.; portage for hand-carried luggage; passport and visa fees; free time activities; optional excursions and tips or gratuities not related to the inclusions of the tour.

2.4. Special Equipment and Excess Luggage Needs. Special technical equipment (including musical instruments), excess, overweight or oversized luggage and the transportation for such are not included. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length width+height) is subject to additional charges.

### 3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

3.1. Limitation on Liability of PAT. The Client releases and shall hold harmless PAT, its agents and cooperating organizations from all responsibility and/or liability of any nature for loss, damage or injury to property or person ("Claims") due to any cause whatsoever occurring during a tour under PAT's management, except Claims caused by the gross negligence or willful misconduct of PAT. Client unreservedly releases and shall hold harmless PAT, its agents and cooperating organizations from all responsibility and/or liability for any Claims due to Client contracting any infectious disease, including, without limitation, COVID-19, while participating in a tour.

3.2. Client's Indemnification. Client shall hold PAT, its agents, employees, contractors and affiliated organizations harmless from, and indemnify and defend same against, any and all Claims occurring during the tour, or any part thereof, when such Claim has been caused in part or in whole by the act, neglect, fault, or omission of Client, its agents, servants, employees, or invitees. The provisions of this Paragraph 3.2 shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

3.3. Swimming. Often, pools, beaches and other bodies of water do not have lifeguards or supervision and swimming is at each person's own risk. PAT takes no responsibility to monitor or guard swimmers.

### 4. INDEPENDENT CONTRACTOR STATUS

Perform America-TX, LLC ("PAT") acts as an independent contractor for the owners and operators of transportation, accommodations, and other related tour services.

### 5. CANCELLATION

5.1. Right to Cancel. Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section 5. Client expressly acknowledges and agrees that the tour group representative communicating directly with PAT in connection with the tour may cancel the tour on behalf of Client if such representative determines that it is necessary or desirable, whether as the result of an Act of God or otherwise, that the tour be cancelled.

5.2. Cancellation Schedule. Subject to the terms of the remainder of this Section 5, and provided that Client has made all payments required under the Payment Schedule, Client may cancel this Agreement by providing written notice of the cancellation to PAT. Upon providing such notice, subject to Section 5.3 below, Client is entitled to return of any deposits less the applicable cancellation fee as set forth in the Cancellation Schedule below.

The following per person fees apply for cancellations:

From 120 to 91 calendar days before departure the cancellation fee is 25% of package price per person;

From 90 to 61 calendar days before departure the cancellation fee is 50% of package price per person;

From 60 to 31 calendar days before departure the cancellation fee is 75% of package price per person; and

From 30 calendar days before departure until the departure date the cancellation fee is the full tour price.

At any time prior to 120 days before departure, Client may be entitled to 100% refund with the exception of any occurrence outlined in Section 5.3.

5.3. Limitations on Cancellation Schedule. Upon providing notice of cancellation to PAT, Client shall not be entitled to refund of any deposits which have been used by PAT to reserve space or fares if the deposits for space or fares are non-refundable to PAT from the providers. Further, in the event that the payments or deposits made by Client are less than the amounts paid by PAT to reserve space or fares which are non-refundable, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to PAT for any shortfall. Client shall remain liable to PAT for any actual damages to PAT resulting from Client's cancellation of the Agreement.

## ADDITIONAL TERMS and CONDITIONS (continued)

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### **6. CLIENT'S BREACH AND DEFAULT**

6.1. Breach. Upon the breach of any term of this Agreement, including but not limited to failure to strictly comply with the payment terms, failure to timely make Additional Deposits, or violation of any of the rules and regulations of PAT, PAT may, at its option, declare the Client in default and terminate its obligation to perform further under this Agreement. Upon any breach of this Agreement, by failure to make payments or otherwise, PAT may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, all late payments, if accepted by PAT, will be charged a late fee of one and one-half percent (1½ %) of the unpaid balance per month.

6.2. PAT's Remedies. Upon any breach this Agreement, by failure to make a payment, or otherwise, Client forfeits its entire deposit and PAT may attempt to reschedule, resell or reuse any goods or services previously purchased or reserved for Client's benefit including, but not limited to, air or other transportation and hotel accommodations.

### **7. GOVERNING LAW AND RESOLUTION OF DISPUTES**

This agreement shall be governed by and interpreted pursuant to the laws of the State of Texas. Any dispute between the parties, or any of them, as to the interpretation or enforcement of any provision of this Agreement, or for any claimed injury, loss or damage sustained while on the tour, shall be resolved by binding arbitration, which shall be conducted in Travis County, Texas, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.

### **8. ATTORNEY'S FEES**

In the event of any legal action or proceeding arising out of this Agreement, the prevailing party shall be entitled to recover its reasonable attorneys' fees and related costs incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

### **9. WAIVER**

No waiver by PAT of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. PAT's consent to or approval of any act by Client requiring PAT's consent or approval shall not be deemed to render unnecessary the obtaining of PAT's consent to or approval of any subsequent act of Client.

### **10. NOTICES**

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

### **11. INTEGRATION AND AMENDMENTS**

The provision of this Agreement, including these Terms and Conditions and any Rules and Regulations of PAT, supersede any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. To the extent it conflicts with this Agreement, any information found in any advertising material, brochure, or website is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

### **12. ACTS OF GOD**

If the tour is cancelled due to an external event that is unforeseeable and unavoidable and not the result of PAT's actions making it impossible or impracticable in the sole discretion of PAT to honor these Terms and Conditions, such as by reason of wars, riots, revolutions, explosions, strikes, port blockages, government actions or natural disasters such as floods, earthquakes, tsunamis or a widespread occurrence of an infectious disease (collectively, "Acts of God"), Client shall have the option of (1) taking a refund pursuant to the provisions for cancellation in Section 5.2 above, (2) selection of an alternate tour by the Director through PAT if a comparable tour is available, or (3) participation in an alternate tour selected by the Director at a later date if a substantially similar tour program is rescheduled to the same destination. Client shall be responsible for paying any increased tour costs associated with any alternate comparable tour or substantially similar re-scheduled tour. Client waives the right to dispute any payments made by credit card or otherwise, whether alleging failure to deliver services or other alleged failure, if a tour is cancelled by PAT, by Client or by the tour group's representative as contemplated in Section 4.1 above, as a result of any Act of God.

### **13. TRAVEL CONDITIONS**

13.1. Hotels/Condominiums. Hotel/Condominium beds are as outlined in the tour proposal tour packages provided to Director or Client. Costs vary based on type of room and occupancy as specified.

13.2. Fluctuations, Substitutions with Group. Client may, under certain circumstances, substitute another person in their stead. Substitutions on flights are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available. PAT will use its best efforts to keep the new person at the group rate. The new person must pay all applicable payments and fees to PAT before they can be added to the tour.

13.3. Rooming List. PAT must receive the rooming lists no later than 45 days prior to departure from Director.

13.4. Flight Arrangements: All flights will be by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of PAT. Client acknowledges that the tour price may be increased by PAT after the date of purchase to offset increases in fees, fuel surcharges, taxes and fluctuations in foreign exchange markets or any combination thereof if additional costs are imposed by a supplier or government. The operators providing transportation are not responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. PAT has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motor coach transportation. The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If Client misses any included transportation segment (e.g. flight, transfer, bus or train departure), Client is responsible to make arrangements for and to pay the cost of rejoining the group.

13.5. Deviations: Late return deviations are sometimes permitted on a very limited basis that varies among airline carriers from the original city of departure, if the class of service is still available at time of booking and if the carrier's fare rules permit the change. Client will be responsible for any charges imposed by the airline for the deviation. All deviations must be applied for by writing, faxing or emailing your request to Perform America-TX, LLC. When a deviation is confirmed by the airline, passengers will be notified and invoiced for all charges incurred for their deviation. Each subsequent change is subject to an additional \$50 processing fee, plus airline fees once confirmed. Deviations are difficult, especially during high season, so requests must be made as early as possible. Clients who deviate must arrange for their own ground transportation to and from the airport.

### **14. CHANGES**

Changes including but not limited to itinerary, flight lists, ticket/admission purchases, number of hotel rooms and number of passengers can not be made within 30 days of departure.

### **15. MODIFICATION OF TERMS**

All terms of this agreement, including payment deadlines, must be adhered to unless PAT authorizes, in writing, a modification of the terms of this agreement.

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## **ADDITIONAL TERMS and CONDITIONS (continued)**

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### **16. RIGHT OF REFUSAL**

PAT reserves the right to refuse admittance to any participant who is out of control, under the influence of drugs and/or alcohol or any other controlled substance, and/or poses a threat to other group members or the tour as a whole or to any member of the general public.

### **17. CONTRABAND ITEMS**

No illicit drugs or other controlled substances, possession of unauthorized alcohol, firearms, explosives, flammable items or any other illegal substances or articles of a dangerous nature are allowed at any time. The group shall be liable for any and all damage resulting from the use or possession of any of the items listed above. PAT and its representatives reserve the right to have confiscated any such illegal items brought on the tour or in the possession of any participant.

### **18. ILLEGAL ACTIVITY/MISCONDUCT ON TOUR**

Illegal activity on the tour will not be tolerated. Any such activity will initiate being removed from the tour and sent home at Clients expense after conferring with Director. Director may choose to contact local law enforcement. These consequences may also occur if not following school codes or policies. Any missed activities or tour components will not be refunded.

### **19. DRIVER DUTIES**

The driver of each bus utilized shall be in complete control of his/her bus and shall have the right to deviate from the route set forth in this itinerary where the driver determines at his/her sole discretion that such deviation is necessary for the safety or comfort of the tour participants.

### **20. DAMAGES INCURRED DURING THE TOUR**

It is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages the group or any individual from the group causes while on the tour. Furthermore, it is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages incurred during the tour caused by any other party that the group was involved with in any way.

### **21. REPAIRS OF DAMAGED CAUSED DURING THE TOUR**

Any and all repairs necessary to correct damage caused by the group or any of its members will be performed by the affected company at the then-current outside shop rate or by any outside agent selected by the company to perform the needed repairs. The affected company shall have the sole discretion to choose the method and provider of required repair services. The group shall be invoiced for any repair services made necessary due to actions of the group or any of its members.

### **22. EXCESS CLEANING CHARGES**

The group shall be subject to a MINIMUM cleaning charge of \$50.00 if a bus or hotel room requires anything more than normal cleaning at any time during the tour or upon completion of the tour.

### **23. RESTRICTIONS ON ITEMS BROUGHT ON THE TOUR**

Electronic devices may be used with headphones only while the bus is in motion. Electronic devices may only be used in hotel sleeping rooms and must not be heard outside of the room. No ice chests, trash cans, luggage, bags or other objects may be placed in the aisle of the bus while the bus is in motion.

### **24. BUS RULES**

Please do not stand in the aisle of the bus when it is in motion. There is no smoking on the bus at any time. Please ensure that all members of the group are present and ready to depart at each of the times set forth for departure in this itinerary. PAT and the bus company are not responsible for late passengers. Neither refund, nor exchange is authorized for participants who miss a scheduled departure.

### **25. SPECIAL MEAL REQUESTS**

Upon request, PAT will request accommodations for specific food allergies but can not guarantee the result. These meal accommodations could incur additional cost. We can not accommodate individual requests based on likes or dislikes. While we will do our best to accommodate individual needs, all travelers should be prepared to order or provide their own meals if necessary.

### **26. LAND ONLY**

A Director may choose to offer a "Land Only" package. If Client chooses the 'Land Only' package, Client must arrange for their own ground transportation to and from the airports and for any mid-tour flights.

### **27. TOUR PRICES**

The services specified are based on a minimum of number of passengers. If this quota is not reached, the price of the tour will be increased proportionately. All tour prices quoted for transportation and land arrangements are based on rates and taxes in effect at time of publication and are subject to change.

### **28. TRAVEL INSURANCE**

Travel insurance with CFAR is recommended. Recommendations can be obtained from our office.

### **29. PHOTOGRAPHS AND VIDEO IMAGES**

Client acknowledges that tour guides employed by PAT, as well as other private individuals not employed by PAT travelling with the tour, take photographs and videos from time to time during tours. In addition, PAT sometimes engages professional photographers and videographers to record tour performances for promotional purposes. Client agrees that PAT may use any photographs or images in which Client appears for PAT's promotional purposes in any type of media, including its company website, as long as no personally identifiable information, such as an individual traveler's name, address or telephone number, is published along with any likeness or images of such person. Client hereby waives any and all claims against PAT arising out of the publication of any photographs or videos taken during any tour by any other individual not employed by or otherwise affiliated with PAT.

### **30. CHAPERONES**

Parents, legal guardians or chaperones must accompany and be legally responsible for the custody, care and actions of any minor passengers participating in a tour. Any chaperones must be provided by the school, church or group for which the tour was organized. Chaperones' travel and tour expenses are not the responsibility of PAT.

### **31. CLIENT**

For the purposes of these terms and conditions, the "Client" is the person who makes a tour reservation to travel on a tour or, in the case of a minor tour participant, the adult person who makes such tour reservation for such minor on the minor's behalf.

### **32. DIRECTOR**

For the purposes of these terms and conditions, the "Director" is the employee who is directly responsible for the group or program.

# AGREEMENT

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If the foregoing accurately represents your understanding of our agreement, please sign and date this agreement where indicated below. Please deliver this original copy of the agreement to Perform America-TX, LLC and we will sign and date a fully signed copy of it to you.

Organization: **Smith HS Dance**

AGREED AND ACCEPTED ON \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

**Perform America-TX LLC:**

AGREED AND ACCEPTED ON \_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Title

*We thank you and your group for considering Perform America-TX, LLC to coordinate your tour. We look forward to a fantastic trip with you (and many more after that)!*

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