

## TERMS AND CONDITIONS: IST EDUCATIONAL TOURS – International Student Tours, Inc. (ISTours) – Domestic Travel

The following terms and conditions set forth the agreement under which you and International Student Tours, Inc., a California corporation dba IST Educational Tours, located at 2330 East Bidwell St. Suite 201, Folsom, CA 95630 ("ISTours") hereby mutually agree to be bound. In return for your payment of the required deposit and tour package price, including all applicable add-ons and fees, ISTours agrees to provide the tour package referenced in the brochure/registration flyer/group contract according to these terms and conditions. If you are under the age of eighteen (18) at the time of the signing of this application, your parent(s) and/or guardian(s) must also sign the application. Your signature and that/those of your parent(s) and/or guardian(s), if applicable, shall demonstrate your and their assent to these terms and conditions for all purposes. ISTours shall not be held responsible for forged signatures on this application. Furthermore, your tendering of your deposit payment or participation on the trip shall constitute your and/or your parent(s) and/or guardian(s) implied consent to these terms regardless of whether this application has actually been signed.

**RESPONSIBILITY:** Neither IST nor IST Educational Tours, nor IST's or IST Educational Tours' employees, affiliates, officers, directors, successors, agents, and assigns (collectively "IST" and "IST Educational Tours", 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 IST Educational Tours is negligent, IST and IST Educational Tours, 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 IST Educational Tours' 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 IST Educational Tours 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 IST Educational Tours and IST from any duty of checking and verifying any and all passport, visa, vaccination, or other entry requirements of each destination or venue, and all safety and security conditions of such destination, during the length of the proposed travel. IST Educational Tours 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. IST Educational Tours reserves the right to make changes to the published itinerary whenever, in its judgment, conditions warrant, or if it deems it necessary for the comfort, convenience, or safety of the trip. IST Educational Tours 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. ISTours and IST Educational Tours on-call emergency only staff are available 24 hours a day for lead chaperone assistance but are not chaperones or tour guides.

**REGISTRATION AND PAYMENTS:** A non-refundable, non-transferable deposit \*per person and a complete, legible, signed trip Registration Form (physical or online) is required to secure a reservation. Final trip prices are based on the number of paid student travelers and are subject to change depending on actual travelers. ISTours and IST Educational Tours shall not be held responsible for misdirected applications. Applications will be processed on a first-come, first-serve basis. Payments can be made via mail by personal check, money order or credit card. ISTours and IST Educational Tours do not accept payments over the phone. In addition, ISTours and IST Educational Tours reserve the right to charge a participant a \$20.00 fee for all returned checks, itinerary changes, and accounts which become delinquent. Payments accompanying applications received by ISTours and IST Educational Tours that cannot be accommodated will be returned within ten (10) business days, or with your authorization, ISTours and IST Educational Tours will retain your deposit and place you on a waiting list to be filled as space becomes available. The prices stated also reflect a discount for payment by cash, check or money order, airfares, hotel, and rates are subject to change. Tours requiring airfare transportation are subject to a minimum monthly payment of \$100 and tours requiring only motorcoach transportation are subject to a minimum monthly payment of \$50. Failure to make these payments will put your account into an unconfirmed "pending" status where air seats will not be confirmed or guaranteed at the same rate and/or subject to cancellation. **Final Payment Deadline – Trips with Bus:** 60 Days from confirmed Departure Date. **Final Payment Deadline – Trips with Airfare:** 90 Days from confirmed Departure Date.

**NAME CHANGES:** Name changes are not guaranteed and shall be permitted only under limited circumstances. In the event the registered participant's group has an open Waitlist, name change requests may be denied in their entirety, as individuals on the Waitlist shall be given first priority for any space that may become available. If permitted, a name change request must be submitted in writing via email to [educationaltours@istours.com](mailto:educationaltours@istours.com) no later than seven (7) business days prior to the group's scheduled departure date, and must include a completed and signed Name Change Form. Name change requests submitted after this deadline shall not be accepted or processed under any circumstances. Approval of any name change is subject to the sole discretion of ISTours/IST Educational Tours, including but not limited to the school, airline, hotel, transportation providers, parks, and/or venues. A minimum non-refundable Name Change fee of one hundred dollars (\$100.00) shall apply to all name change requests; however, additional fees may be assessed by third-party vendors or the school, for which the participant (existing or new) shall be solely responsible. No more than one (1) name change shall be permitted per traveler account. The undersigned/new traveler/participant understands and agrees that no name change shall be deemed valid or processed unless and until written approval is granted by ISTours/IST Educational Tours and all applicable partners or vendors mentioned above. The traveler further agrees that no exchange or transfer of funds between the current registered participant and the prospective replacement participant shall be facilitated by or be the responsibility of ISTours/IST Educational Tours. The original registered participant assumes full responsibility for arranging any such exchange of funds and hereby acknowledges that any payments previously made toward the trip are non-refundable. In the event the new traveler/participant fails to remit payment to the original registered participant, or the original registered participant initiates a chargeback for funds not recovered from the new traveler/participant, ISTours/IST Educational Tours shall be held harmless from any liability, financial or otherwise, arising from said transaction or dispute. Additionally, the undersigned acknowledges that any travel insurance purchased by the original registered participant is non-transferable and non-refundable, and the replacement traveler/participant shall be responsible for securing and paying for their own travel insurance. Should the requested name change result in a conflict with rooming assignments (for a trip requiring hotel accommodation), hotel availability, or other vendor-imposed restrictions, ISTours/IST Educational Tours reserves the right to deny the request. All name change requests are subject to final review and approval and shall be evaluated on a case-by-case basis. Approval of any requested name change is not guaranteed.

**CANCELLATIONS AND REFUNDS:** ISTours/IST Educational Tours reserves the right to cancel any scheduled trip at ISTours' sole and absolute discretion. Typically, a trip will be cancelled if a motor coach is less than seventy percent (70%) full. Participant cancellations must be made in writing and mailed to the IST Educational Tours corporate office at 2330 East Bidwell St. Suite 201, Folsom, CA 95630, certified mail with return receipt requested. Notice of cancellation must be signed by the participant who initiated the registration, must be legible, must include the name of the registered participant and the traveler's account number that corresponds to the registration. If notice of cancellation is submitted by email, it must come from an email address that corresponds to the participants registered account. Once a notice of cancellation is accepted and deemed eligible for a refund by ISTours, the appropriate refund will be credited to your charge account or mailed to you within 45 days. Cancellation eligible for a refund will be issued back in the same payment method they were received (i.e., card payments = card refunds to the same card(s) used and check or money order payments = one check refund) and in the same name as the registered participant. ISTours and IST Educational Tours are 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. All notices of cancellation must be in writing. Verbal cancellations shall not be accepted or effective. The following refund schedule will apply to all cancellations, including those due to unexpected or unforeseen circumstances: (1) All deposit payments are non-refundable, and (2) no refund shall be made for accommodations or services included in your package but not used by you. Refunds for all payments made in addition to your deposit are made according to the following schedule: **Trips with Bus:** Cancellations received in the ISTours and IST Educational Tours office (1) at least 60 days prior to travel received a full refund LESS the deposit; (2) at least 59-30 days prior to travel receive less 50% refund of the trip price; (3) within 29-0 days of travel no refunds apply, including no-shows or for COVID-related reasons. **Trips with Airfare:** Cancellations received in the ISTours and IST Educational Tours office (1) at least 90 days prior to travel received a full refund LESS the deposit; (2) at least 89-60 days prior to travel receive less 20% refund of the trip price; (3) at least 59-30 days prior to travel receive less 50% of the trip price; (4) within 29-0 days of travel no refunds apply, including no-shows or for COVID-related reasons.

**SPECIAL FLEXIBILITY FOR GROUPS AND TOUR PARTICIPANTS DUE TO COVID RELATED CANCELS OR POSTPONEMENTS:** If closures, government regulations, or travel restrictions due to COVID-19 prevent the delivery of the Group's tour date, the Group can move or postpone the tour with no change fees or choose to cancel the trip. Should a group decide to cancel, each participant will receive a refund minus any unrecoverable fees typically \$59-\$99 for bus-only trips and \$150-\$300 for trips including airfare. Otherwise, all normal terms & conditions and penalty fees apply.

**SELLERS OF TRAVEL:** ISTours and IST Educational Tours is a registered seller of travel with the California Attorney General's Office. If transportation or other services are cancelled by ISTours, all sums paid to ISTours and IST Educational Tours for services not performed in accordance with the contact between ISTours and IST Educational Tours and the purchaser will be refunded within 30 days of receiving the funds from the vendor with whom the services were arranged, or if the funds were not sent to the vendor, the funds shall be returned to the purchaser within 14 days after cancellation by ISTours, unless the purchaser requests that ISTours and IST Educational Tours apply the money to another travel package or date. California – ST: 2079143-40; Nevada – ST: 2002-0822; Washington – ST: 602-524-335; HA TAR – 627; Florida – ST: 41799.

**MEDICAL RELEASE:** By signing this application, you, the participant, and/or your parent(s) and/or guardian(s), represent to ISTours and IST Educational Tours that you, the participant, are in good health and has no medical condition(s) or disability (ies), or needs for prescription medication which would require special attention on the trip, unless written notification is made to and approved by ISTours and IST Educational Tours prior to travel. If you, the participant, become ill or injured while on the trip, you, the participant, and/or your parent(s) and/or guardian(s), agree that ISTours and IST Educational Tours shall have the right, but not the duty nor shall be required, to take reasonable action to secure emergency medical attention and/or transportation for the participant at the sole cost and expense of the participant. You, the participant, agree to immediately inform ISTours and IST Educational Tours of any injury sustained, illness contracted, or other medical issues occurring during the trip.

**TRIP RULES AND REGULATIONS:** ISTours and IST Educational Tours reserves the right to enforce reasonable rules and standards of conduct to facilitate the participants' and others' well-being and enjoyment on the trip. ISTours and IST Educational Tours will not tolerate any participant using or possessing illegal substances and/or weapons, illegal underage drinking and/or possession of alcohol, fighting, theft, or vandalizing and/or destroying others' property. Subject to applicable law, ISTours and IST Educational Tours reserves the right to reject any participant and/or exclude a participant from an event or events, at any time prior to or during the trip. If necessary to enforce its rules and regulations, ISTours and IST Educational Tours will, at its sole and absolute discretion, have a participant removed from a hotel, motorcoach, and/or tour group, at the participant's sole cost and expense without any refund of payments rendered to ISTours and IST Educational Tours.

**PHOTO IMAGE RELEASE:** IST Educational Tours may capture the Tour on film and digital images and use these photos, videos and digital images for its training and marketing materials, including but not limited to brochures/registration flyers, internet websites, mailers etc. As a result, you may notice people taking photos, shooting videos and/or asking comments of the student travelers during the tour. We appreciate your participation and unless otherwise notified, we may use your image in our photos, videos, and evaluations. IST Educational Tours reserves the right to use these to promote and advertise future tours.

**MOTORCOACH TRANSPORTATION:** Transportation supplied is subject to any foreign government(s) involved in granting operating rights and is subject to substitute licensed transportation providers and/or change of motorcoach, bus, or van type, capacity, and routing. No refund will be given for such substitutions or changes. The transportation pick-up and drop-off points will be designated by ISTours. It is the responsibility of the participant to be at the pick-up point at the date and time specified, which you will be notified of prior to the trip. You, the participant, and/or your parent(s) and/or guardian(s), agree that you, the participant, shall be solely responsible for boarding all transportation on time with valid photo identification and all other required travel documentation, including but not limited to, a valid passport and signed parental permission form if applicable. ISTours and IST Educational Tours shall not be required nor obligated to make alternate travel arrangements for missed transportation and shall not issue any refund to participants who are unable to travel due to their failure to arrive on time or to travelers who are unable to travel due to the absence of required travel documentation.

**FLIGHT TRANSPORTATION:** ISTours and IST Educational Tours uses 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, Frontier Airlines, Spirit Airlines, and Jet Blue. All departure trip dates are considered "TENTATIVE" until you receive your official date confirmation notice from the IST/IST Educational Tours office. Travel dates are subject to change due to restricted or interfered with by reason of events or causes beyond IST's or IST Educational Tours' control, including without limitation, airline schedule changes, travel restrictions, pandemics, acts of God, reason of statute, rule, or local law, action of federal, state, or local government or agency. 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 confirmed departure date, please contact the corporate office. Some departure cities listed on the brochure/registration flyer/group contract has 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, San Jose, 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 IST Educational Tours and will not entitle you to a refund.

**FLIGHT SCHEDULES/CHANGES/DELAYS:** All scheduled flights are booked using commercial airlines and are under standard/coach or basic economy categories; this will be noted on your itinerary. Flight times are subject to change (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 by visiting the assigned airline's website. Flight delays and cancellations are unfortunate but are an inherent risk in air travel. Flight delays and cancellations, 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 ISTours and IST Educational Tours. ISTours and IST Educational Tours is not responsible for people failing to board the appropriate flight on time or to invalid travel documents. IST Educational Tours will not compensate any person for any additional transportation costs incurred should they miss their flight. IST Educational Tours 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 their assigned hotel. Please be sure that all belongings have current identification tags attached. By signing this trip agreement/registration/group contract, the participant signifies his or her understanding that IST Educational Tours' trip packages do not include supplemental luggage insurance. If forces beyond IST Educational Tours' reasonable control (i.e., acts of God, storms/weather or other natural disasters, pandemics, transportation strikes, local law, action of federal, state or local government or agency, etc.) cause the trip to be extended, the participant must pay or reimburse IST Educational Tours for all extra costs associated with such trip extension (i.e., lodging, meals, and transportation). In the unlikely event the entire trip is cancelled due to circumstances beyond IST and IST Educational Tours' reasonable control, IST Educational Tours will refund the entire trip price to the participant, less any non-refundable service or other charges/expenses incurred by IST and IST Educational Tours.

**ROOMING:** Prices quoted are based on **quad-occupancy** (4 per room), unless listed otherwise. It is the sole responsibility of each participant to have the required number of roommates desired for the trip. **Additional fees will be charged to travelers with triple, double, and single occupancy arrangements.** ISTours and IST Educational Tours are in no way responsible for supplying roommates for participants with less than four (4) travelers in their room.

**DISABLED ACCESSIBILITY & FOOD ALLERGIES:** If you have a disability or a food allergy that requires special accommodation or special assistance, you must notify IST Educational Tours no less than 30 days in advance of the departure date. However, travelers with special travel needs and/or food allergies are still fully responsible for double-checking with the airlines, hotels, and/or restaurants about special accommodations or food options due to their allergies. Upon written request, information will be gathered and provided to your participating accessibility to various trip facilities.

**COVID-19 RELEASE OF LIABILITY AND VACCINATION DISCLAIMER:** As a traveler or parent or guardian of a traveler, you acknowledge that despite all government, local venue, and tour provider efforts to mitigate the spread of COVID-19, there remains a risk of exposure and potentially contracting of COVID-19. You further acknowledge that contracting COVID-19 can bring severe illness and possible death. Based on this understanding, you agree to release IST and IST Educational Tours of any and all liability associated with contracting COVID-19 during the trip. IST Educational Tours will do our best to provide the Group Leader with updates on all vaccination requirements for a given tour. The participant and/or their legal guardian acknowledges that these vaccination requirements are not set by IST Educational Tours and are out of our control. Further, any cancellations by participants and/or their legal guardians due to vaccination requirements will be subject to our normal cancellation policy and penalties.

**ENTIRE AGREEMENT AND OTHER TERMS:** By signing this document/brochure/registration flyer/group contract, you, the participant, and/or your parent(s) and/or guardian(s), represent that you have read the terms of this agreement in their entirety, fully understand their legal effect, have had the opportunity to consult independent legal counsel and have exercised that right to the extent deemed necessary, and voluntarily enter into this agreement of your own free will and accord, free of any and all duress, coercion, and/or undue influence of any kind. This agreement shall be construed in accordance with, and governed by, the laws of the State of California, except that this agreement will not be construed in favor of or against either party, but in a manner that is fair to both parties. Any dispute between the parties shall be resolved by binding arbitration, which shall be conducted in the State of California, County of Sacramento. As members of the Better Business Bureau, ISTours and IST Educational Tours has pledged to arbitrate any dispute. This agreement contains the entire agreement of the parties. No other agreement, statement, or promise made by the parties shall be binding on the parties. If any provision of this agreement is held in whole or in part to be unenforceable for any reason, the remainder of that provision and of the entire agreement will be severable and remain in effect. This agreement may be modified by subsequent agreement of the parties only by an instrument in writing signed by the parties, or an oral agreement only to the extent that the parties carry it out. If more than one party signs on the reverse side of this document, each agrees to be liable, jointly, and severally, for all obligations due under this agreement.