## TERMS AND CONDITIONS - IST EDUCATIONAL TOURS – International Student Tours, Inc. (IST and IST Educational Tours) – 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 Street, Suite #201, Folsom, CA 95630, ("IST and IST Educational Tours") 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, IST and IST Educational Tours agree to provide the tour package referenced in the brochure 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. IST and IST Educational Tours 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.

1) **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 and IST Educational Tours 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), the Federal Aviation Administration (www.faa.gov), and the US State Department (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 (traveler). IST and IST Educational Tours on-site, on-call staff are available 24 hours a day for the lead chaperone assistance but are not chaperones or tour guides.

2) **PAYMENTS:** Full trip registration requires a completed, signed, legible application, along with the non-refundable registration deposit payment. Final trip prices are based on the number of paid student travelers and are subject to change depending on the actual travelers. IST and IST Educational Tours shall not be held responsible for misdirected applications. All 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. IST and IST Educational Tours do not accept payments over the phone. In addition, IST 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 IST and IST Educational Tours that cannot be accommodated will be returned within ten (10) business days, or with your authorization, IST 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. For credit cards there is an additional $15 fee per person (one time only, per traveler account) to the current cash discounted price. Airfare, hotel, and rates are subject to change. All trips/tours are subject to a minimum monthly payment and trips requiring airfare are subject to a minimum monthly payment of $100. 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: Trips by Bus** – 60 Days from Departure Date. **Trips by Air and Bus** – 90 Days from Departure Date Unless otherwise noted.

3) **CANCELLATIONS AND REFUNDS:** IST and IST Educational Tours reserve the right to cancel any scheduled trip at IST and IST Educational Tours' sole and absolute discretion. Typically, a trip will be cancelled if a motor coach is less than seventy percent (70%) full. 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 by the participant or their parent in writing and mailed, or emailed (educationaltours@istours.com) or faxed to IST Educational Tours corporate office at 2330 East Bidwell Street, Suite #201, Folsom, CA 95630, Cancellation Dept., certified mail with return receipt requested. Notice of cancellation must be signed by the participant (or their parent) who initiated the registration, must be legible, and must include a complete address, phone number, and Traveler ID Number corresponding to the original application and traveler account. NO REFUNDS WILL BE ISSUED FROM VERBAL COMMUNICATIONS OR CANCELLATIONS GIVEN TO TRIP ORGANIZERS OR EVENT COORDINATORS. It is the participant's obligation to ensure a written cancellation notice is received by IST Educational Tours. Once a notice of cancellation is accepted and deemed eligible for a refund by IST and IST Educational Tours, 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. IST 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 IST 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. **Air and Bus Trips –** Cancellations received in the IST 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 50% refund of the trip price; **(3)** within 59-0 days of travel date no refunds apply.

4) **TRAVEL PROTECTION INSURANCE:** While travel insurance is not included in your trip package or available through IST or IST Educational Tours; a Travel Protection Plan is available through USI Affinity Travel Insurance Services and strongly recommended should you be forced to cancel for unforeseen circumstances, as specified in the insurance policy. This important low-cost protection, which also covers trip interruption and travel delays, is provided by USI, and can protect your investment. This optional insurance is non-refundable and non-transferable. Please refer to the brochure that will be included in your confirmation packet or also provided on our www.isteducationaltours.com website. No premium refunds for this insurance are available unless there is a cancellation where you, the customer, are not at fault and have not cancelled in violation of the terms and conditions of this agreement.

5) **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.

6) **COVID RELEASE OF LIABILITY AND COVID 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 (or other COVID variants), there remains a risk of exposure and potentially contracting of COVID-19 (or other COVID variants). You further acknowledge that contracting COVID-19 (or other COVID variants) can bring severe illness and possible death. Based on this understanding, you agree and release IST and IST Educational Tours of any and all liability associated with contracting COVID-19 (or other COVID variants) 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 at a campus or venue. The participant and/or their legal guardian acknowledges that these vaccination requirements are not set by IST or IST Educational Tours and are out of our control. Further, any cancellations by participants and/or their legal guardians due to vaccination requirements and/or contacting COVID-19 (or other COVID variants) prior to travel or during travel will be subject to our normal cancellation policy and penalties.

7) **SELLERS OF TRAVEL:** IST 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 IST and IST Educational Tours, all sums paid to IST and IST Educational Tours for services not performed in accordance with the contact between IST 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 IST and IST Educational Tours, unless the purchaser requests that IST 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

8) **MEDICAL RELEASE:** By signing this application, you the participant, and/or your parent(s) and/or guardian(s), represent to IST 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 IST 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 IST 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 IST and IST Educational Tours of any injury sustained, illness contracted, or other medical issue occurring during the trip.

9) **TRIP RULES AND REGULATIONS:** IST and IST Educational Tours reserve the right to enforce reasonable rules and standards of conduct to facilitate the participants' and others' well-being and enjoyment on the trip. IST 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, IST 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, IST 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 IST and IST Educational Tours.

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

11) **PHOTO IMAGE RELEASE:** Because our travel services are offered in conjunction with the services of other companies such as airlines, hotels, and other tour operators, IST or IST Educational Tours 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. IST or IST Educational Tours may also share this information with other non-related companies unless you inform IST or IST Educational Tours in writing that you do not consent to sharing your information to non-related companies. IST or IST Educational Tours 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 IST or IST Educational Tours reserves the right to use these to promote and advertise future tours.

12) **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 IST and IST Educational Tours. 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. IST 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.

13) **FLIGHT TRANSPORTATION:** 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 has multiple airports. Departure airports for New York are: Kennedy, LaGuardia, or Newark; for Chicago: O'Hare, Midway; for Washington D.C.: Baltimore, Dulles or National; for Charlotte/Raleigh: Charlotte or Raleigh; for San Francisco/Sacramento: San Francisco, San Jose, Oakland, or Sacramento; for Los Angeles: Los Angeles; for Washington: Seattle/Tacoma; for Oregon: Portland; 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.

14) **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 the actual length of time at 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 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 IST Educational Tours and IST. IST Educational Tours is not responsible for people failing to board the appropriate flight on time. IST Educational Tours will not compensate any person for additional transportation costs incurred should they miss their flight. IST Educational Tours is not responsible for any luggage and/or carry-on items on 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 agreement, the participant signifies his or her understanding that the IST Educational Tours trip packages *does not* include supplemental luggage insurance (as noted in section 4). If forces beyond IST Educational Tours' reasonable control (i.e., 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 canceled 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.

15) **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, Frontier Airlines, Spirit Airlines, and Jet Blue.

16) **DISABLED ACCESSIBILITY & FOOD ALLERGIES:** If you have a disability or a food allergy that requires accommodation or special assistance, you must notify IST in writing no less than 30 days in advance of departure date. Participants with food allergies are still responsible for checking with the hotel, venues and/or restaurants regarding food options due to their allergies. Upon written request, information will be provided to you regarding accessibility to various facilities. Based on this understanding, you agree to release IST and IST Educational Tours of all liability associated with food allergies during the trip.

17) **ENTIRE AGREEMENT AND OTHER TERMS:** By signing on the reverse side of this document, 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, IST and IST Educational Tours have 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 sever-able 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.

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