Re: Spencer County HS - Senior Trip to Universal Grad Bash '22 and Central Florida Proposal

William Hoh <William.Hoh@WorldStrides.com>
Tue 7/20/2021 12:52 PM
To: Cook, Kim <kim.cook@spencer.kyschools.us>

1 attachments (500 KB)
Spencer County HS Grad 40071 USF 2022a.pdf;

** WARNING this email originates outside of Spencer County Schools **
Hi Kim,

I have updated the agreement to include a Covid / pandemic clause.

The question though is complicated because a lot of it depends on the timing and the circumstances surrounding a cancellation. The intent though is to do right by the client (you) but also to protect the company. I am proud to say though that over the past two years - all of our clients received a full refund / credit as a result of their cancellation due to the pandemic. Most received a full refund and a few received a refund on most of the trip but a credit for a few items (primarily airlines gave credits rather than refunds however as we continue to emerge and new groups are traveling now - we are actually using the credits for any group flying and then refunding the original group that we initially issued a credit).

Timing - When Covid cancellations / closures began we were able to fully refund future travelers however we did have a few schools with challenges. We had several groups already on the road and then... things started to close including the theme parks. It was a challenging situation because the group traveled to Orlando, checked into the hotel and then... they could not use the theme park tickets because the parks closed. We were able to refund the theme park tickets and other trip components that were unused however some items like the transportation was already used.

The future is hard to predict but I think today as we emerge from a pandemic many are being careful and rightfully so.... as a company we also want to be careful to not overcommit but I will commit that we will do all that is possible to provide refunds if cancellations are required.

Kim, we can also offer individuals cancellation insurance that allows someone to cancel for ANY reason and receive a refund less the insurance cost. I will need to get the current pricing for the insurance but we do have that option for individuals. I would recommend that if this is a concern, then we should also offer the cancel for any reason insurance option.

I hope the generic Covid / Pandemic disclosure that I included in the revised proposal. If you wish to talk though the what if's or what happened in the past two years... happy to discuss. Please let me know your thoughts. Thank you.

William Hoh
Worldstrides - Adventures America
Tel: 714-914-4723

WorldStrides
Adventures America

Ms. Kim Cook, Teacher
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Taylorsville, KY 40071
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July 20, 2021

Revision #A

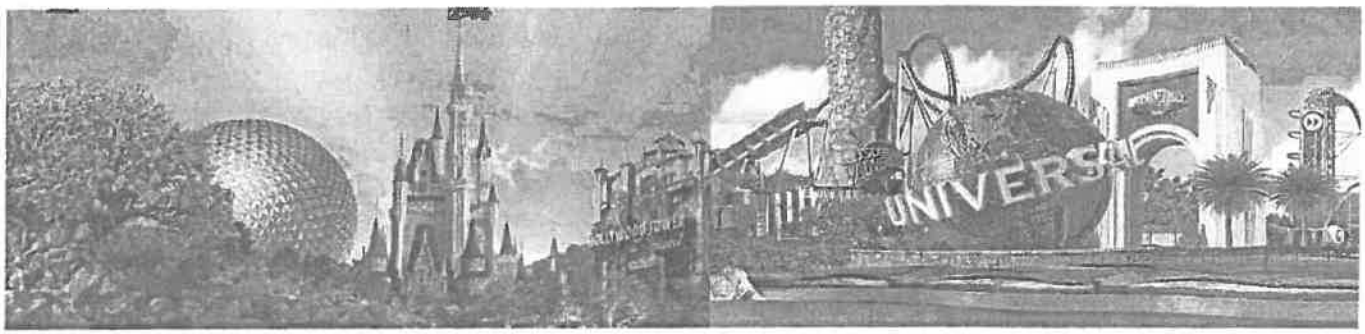
Dear Kim,

Worldstrides - Adventures America is pleased to offer to Spencer County High School the following Grad Adventure to Universal Studios Orlando Grad Bash '22 and the Walt Disney World Resort. Our itinerary, package inclusions, suggested payment and cancellation schedule are outlined below.

Thursday, March 31, 2022

06:00 pm Meet **Spencer County High School**
520 Taylorsville Road, Taylorsville, KY 40071

Depart **Spencer County High School**
You'll travel aboard a deluxe charter coach that is fully equipped with reclining seats, climate control, entertainment system and a restroom on board. Both your charter coach and driver will be highway patrol inspected and approved. Rest stops will be made enroute.



Friday, April 01, 2022

09:00 am Arrive **Disney's Hollywood Studios featuring Star Wars: Galaxy's Edge**
(You May Choose to Substitute with Disney's Animal Kingdom or EPCOT)
Movie magic comes to life at Disney's Hollywood Studios, You'll step into the action with attractions with new lands including Batuu in Star Wars: Galaxy's Edge where you can pilot the Millennium Falcon or join the resistance on the Rise of the Resistance. You can also explore the new Toy Story Land as well as classic attractions like Star Tours – The Adventures Continue, check into the Hollywood Tower Hotel or join Aerosmith for a limo ride on the Rock 'n' Roller Coaster.

08:00 pm Depart **Walt Disney World Theme Park of Choice**

Friday, April 01, 2022

08:30 pm Arrive **Marriott's Springhill Suites – Or Similar**

Adventures America will have your group pre-registered so simply pick up your keys and you're off to your rooms. At Marriott's Springhill Suites each guest suite will feature a separate sleeping area and a sitting area, two flat screen television, free wifi internet access and more. The hotel also features a swimming pool, fitness center and sport court. Please note this hotel is entirely non-smoking.

Saturday, April 02, 2022

Morning Enjoy **Breakfast at the Hotel**

09:00 am Depart **First Class Orlando Resort Area Hotel**

09:30 am Arrive **First Class Orlando Resort Area Hotel**

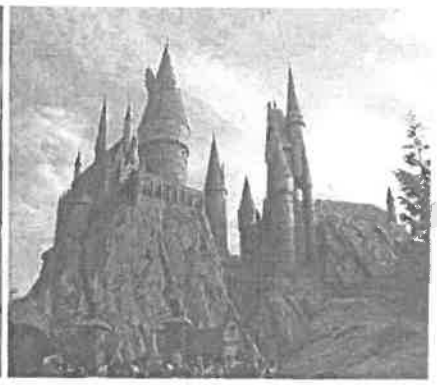
Enjoy **Disney Springs – Lunch Options Available**

Disney Springs is a dining and entertainment center inspired by Florida's charming waterfront towns, historic architecture and natural beauty. The sprawling promenade features great shopping and great dining. Tonight you can choose to have dinner at one of 62 restaurant choices from quick service, to themed entertainment dining to fine dining.

01:00 pm Depart **Disney Springs**

01:30 pm Arrive **First Class Orlando Area Hotel**

03:00 pm Depart **First Class Orlando Resort Area Hotel**



03:30 pm Arrive **Universal Orlando – Grad Bash '22**

Universal Orlando Grad Bash '22 is your private celebration where both Universal Studios Florida and Universal's Islands of Adventure are closed to the public and open only for the Class of '22 Graduates! Tonight will you will be able to experience all of the rides and attractions, plus Celebrity Entertainment, Dance Clubs and More! Admission includes unlimited use of rides and attractions at Universal's Islands of Adventure including the Wizarding World of Harry Potter and Universal Studios Florida.

Additionally exclusive benefits for adult chaperones include access to a chaperone lounge with complimentary refreshments and Universal Express Pass for front of the line access to rides.

Saturday, April 02, 2022

Enjoy **Universal Studios Florida and Universal's Islands of Adventure**

At Universal's Islands of Adventure around every bend is another epic adventure. Here the world's most cutting edge rides, shows and interactive attractions bring your favorite stories, myths, cartoons, comic book heroes and children's tales to life. You can join the battle of good versus evil above the street of Marvel Super Hero Island when you challenge the Incredible Hulk Coaster and the Amazing Adventures of Spider Man. You can come face to face with the dinosaurs of Jurassic Park aboard the newest coaster the Velocicoaster.

The Wizarding World of Harry Potter is also found at Islands of Adventure. You will pass through the towering Hogwarts castle gates and explore familiar passageways, classrooms and corridors. Visit the shops of Hogsmeade, including Honeydukes, Zonko's Joke Shop and Ollilvanders or dine at Three Broomsticks. Plus you can ride Harry Potter and the Forbidden Journey, the Flight of the Hippogriff and the new: Hagrid's Magical Creatures Motorbike Adventure.

At Universal Studios Florida you'll be able to go behind the scenes, beyond the screen and jump into the action of your favorite movies. At this real, working film and TV production facility you'll find an amazing array of rides, shows, movie sets and attractions that put you right in the picture. Some of the popular attractions include The Wizarding World – Diagon Alley, Hollywood - Rip, Ride Rockit; Transformers 3-D, Despicable Me Minion Mayhem, the Simpsons Ride and Revenge of the Mummy

Sunday, April 03, 2022

02:00 am Depart **Universal Studios Florida**

02:30 am Arrive **First Class Orlando Resort Area Hotel**

Morning Enjoy **Breakfast at the Hotel**

11:30 am Depart **First Class Orlando Resort Area Hotel**

12:00 pm Arrive **Disney's Magic Kingdom Park**

(You May Choose to Substitute with Disney's Animal Kingdom or EPCOT)

At Disney's Magic Kingdom Park you will delight in classic attractions, enchanting fireworks, musical parades and beloved Disney characters across 6 whimsical lands. See fantasy become reality as you explore Adventureland, Frrontierland, Liberty Square, Tomorrowland, Main Street USA and Fantasyland.

09:00 pm Depart **Walt Disney World Theme Park**

09:30 pm Arrive **First Class Orlando Resort Area Hotel**

Monday, April 04, 2022

Morning Enjoy **Breakfast at the Hotel**

08:00 am Depart **First Class Orlando Resort Area Hotel**

11:00 pm Arrive **Spencer County High School**

Package Inclusions

Both students and chaperones will receive the following:

a. Round Trip Deluxe Motorcoach Transportation from Taylorsville, KY
   Complete with reclining seats, air-conditioning and onboard video entertainment system.
   Highway Patrol approved and fully insured for a minimum of $5 million

b. Three Nights First Class Hotel Accommodation at the Marriott Springhill Suites or Similar
   Adventures America will have your group pre-registered so when you arrive you will just need to pick up your keys from the reception desk. Each guest room at the hotel will feature two double beds, a color cable TV, air-conditioning and a private bath. Your hotel will also have a swimming pool and restaurants located nearby.

c. Three Breakfasts at the Hotel

d. Two Day Admission to Walt Disney World Theme Parks – One Park Per Day
   Admission includes unlimited use of rides and attractions at your choice of two Disney theme parks. You may choose from Disney's Animal Kingdom, Disney Hollywood Studios, Disney's Magic Kingdom or EPCOT Center.

e. A Morning Free to Explore Disney Springs
   Your morning will be free to explore, shop and dine at Disney Springs. Disney Springs features over 100 retail locations and over 60 dining locations.

f. Admission to Universal Orlando Grad Bash '22 with Early Mix-In Admission at 4:00 pm
   You'll enjoy this private party will include rides as well as special entertainment, dance clubs, special Class of '22 photo locations and more. Chaperones will also enjoy some special perks including a chaperone lounge with complimentary refreshments and Express Pass access to the rides.

g. Park to Park Admission to Universal Studios Florida and Universal's Islands of Adventure
   You'll access and park to park access to both Universal Studios Florida and Universal's Islands of Adventure

h. One Complimentary Grad Adventure for adult chaperones for every 10 Paid Students
   Includes all of the package items listed above with the chaperones in double occupancy hotel accommodation.

i. Consumer Protection Plan – Seller of Travel
   Adventures America is a division of WorldStrides and is a registered seller of travel services in California #2041618-20. WorldStrides as an active member of the USTOA – United States Tour Operators Association, is required to post $1 Million with the USTOA to be used to reimburse in accordance with the terms and conditions of the USTOA Travelers Assistance Program, the advance payments of WorldStrides customers in the unlikely event of WorldStrides bankruptcy, insolvency or cessation of business. Further you should understand that the $1 Million posted by WorldStrides may be sufficient to provide only a partial recovery of the advanced payments received by WorldStrides. Complete details of the USTOA Travelers Assistance Program may be obtained by visiting their website www.ustoa.com

j On-Call WorldStrides Adventures America Staff and 24 hour local office

Trip Cost
Cost per student or guest:

$875.00 based on quad occupancy hotel accommodation (four people sharing one room)
$919.00 based on trip occupancy hotel accommodation (three people sharing one room)
$1015.00 based on double occupancy hotel accommodation (two people sharing one room)
$1295.00 based on single occupancy hotel accommodation (one person per room)

One Complimentary Chaperone for Every 10 Paid Students

Suggested Payment Schedule
Your Grad Adventure may be paid in payments or may be paid in full anytime prior to the deadline date. Payments will be accepted in cash, checks, money orders and traveler's checks. Below is our requested payment schedule:

Deposit requested by September 15, 2021..... $200.00 per person
Payment requested by November 15, 2021..... $200.00 per person
Payment requested by January 15, 2022.....$200.00 per person
Balance prior to February 15, 2022..... Balance

Any participant not paid in full by March 01, 2022 will be subject to late payment fees. Space is limited and sold on a first come first served basis. Prices stated in this travel package are based on transportation rates effective at the time of this proposal and also reflect a discount for payment by cash, check or money order.

Cancellation Schedule
Cancellations will be accepted in writing only. Cancellation requests must be faxed or mailed to our office. The postmarked date is the date the cancellation will be counted. Please allow three weeks for refunds.

Prior to November 01, 2021.....Full Refund
From November 01, 2021 to February 01, 2022..... $100.00 Fee per person*
After February 01, 2022.....No Refunds*

*Students who are unable to travel may transfer their space to another student who is not currently registered for the trip.

Minimum / Maximum Participation
Each coach can carry a maximum of 51 participants and 5 adult chaperones. WorldStrides Adventures America requires a minimum of 40 paid participants per 56-passenger coach. If there is less than minimum required paid participants per coach, the group will be subject to an empty seat charge of TBD per seat until the paid participant minimum is reached.

Chaperones

WorldStrides Adventures America is not responsible for chaperoning the group; the group is required to provide their own chaperones that are at least 25 years old. A minimum of two adult chaperones (25 years and over) is required per coach.

Your group will not be permitted to travel if you do not have adult chaperones with your group throughout the trip including riding the bus, staying at the hotel (if applicable) and visiting the attractions. Chaperone selection is the responsibility of the group. The trip will be canceled and cancellation fees will apply if the trip is canceled because there are no chaperones.

COVID-19 – Health Pandemic Exception(s)

If due to COVID-19 or related pandemic issues and there are venue closures and/or travel restrictions mandated from the CDC, national or state government agencies preventing your trip, the group program leader can opt to reschedule the trip with no fees attached or may choose to cancel for the group. If the group must cancel due to COVID-19 related mandates, the group will be entitled to a full refund amount being offered by the contracted event - Universal Orlando Grad Bash and Walt Disney World Theme Parks. If your group has ordered other trip components including meals, transportation and accommodations and a cancellation is required, you will receive a full refund of trip monies paid minus any associated trip costs.

Confirmation Requirement

This offer is valid for 21 days from the date of this proposal and must be confirmed with WorldStrides Adventures America. **To confirm your trip simply sign this confirmation and scan and email back to William.hoh@worldstrides.com** To make adjustments to the above proposal, please call us at 714-914-4723 or simply write in the changes and scan and email back to WorldStrides Adventures America.

Terms and Conditions

Spencer County High School as a group and its individual members shall be subject to the Terms and Conditions as outlined:

1. It is agreed and understood that the individuals and the group will be fully responsible for damages caused by the group or any individual from the group.

2. It is agreed and understood that the individuals and the group will be fully responsible for damages caused by any other party that the group was involved with in any way.

3. All repairs made to correct damage caused by the group or its members will be performed by the affected company at the current outside shop rate or by any agent selected by the company to perform the needed repairs. The affected company will determine all of this.

4. No illicit drugs, alcohol or firearms are allowed at any time. Furthermore, no articles of a flammable nature, explosives, firearms, illegal substances, or articles of a dangerous or damaging nature will be permitted on the trip at any time. The group shall be liable for all damage resulting there from. WorldStrides Adventures America and its representative's reserve the right to have confiscated all such articles brought on the trip.

5. It is the group's responsibility to notify WorldStrides Adventures America in advance if there will be food and beverages brought on the trip and to find out what is or is not acceptable.

6. Radios, cassette players and c.d. players may be used with headphones only while the bus is in motion. Radios, cassette players and c.d. players may only be used in hotel sleeping rooms and must not be heard outside of the room. No trash cans, ice chests or other objects may be placed in the aisle of the bus while the bus is in motion.

Terms and Conditions

Spencer County High School as a group and its individual members shall be subject to the Terms and Conditions as outlined:

7. All rates are based on information provided by the group and shown on this contract. Any changes additions or deletions may change the cost of the trip.

8. A MINIMUM cleaning charge of $100.00 will apply if the bus or hotel room requires anything more than normal cleaning at anytime during the trip or upon completion of the trip.

9. WorldStrides Adventures America will not be held liable for any losses other than the cost of the event should an appointed time or event scheduled by the group is missed due to any fault of WorldStrides Adventures America.

10. All legal fees incurred by WorldStrides Adventures America in collecting for any part of this contract are the responsibility of the group.

11. WorldStrides Adventures America cannot be held responsible for extraordinary occurrences beyond our control, which may cancel or interfere with your scheduled event. WorldStrides Adventures America will not be responsible for delays due to heavy traffic, accidents or severe weather. If additional time is required by the group to complete the trip due to any of these factors, additional charges may apply. WorldStrides Adventures America reserves the right to substitute comparable transportation, accommodations, and attractions without notice.

12. A passenger count shall be confirmed with the bus driver before departure. The group shall not carry passengers in excess of the stated limit for the bus utilized. Only passengers on the official group manifest are permitted to ride on the buses at any time during the trip.

13. Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal substances will not be tolerated and an immediate return to the pick up point may be ordered by the driver, the bus company or WorldStrides Adventures America, in which event no refunds will be given for unused items.

14. The driver shall be in complete control of the bus and shall have the right to deviate from the aforesaid described route of the trip where the driver determines, at his sole discretion, that such deviation is necessary for the safety or comfort of the passengers.

15. Student groups under 18 years of age must be chaperoned by parents, faculty or staff members. WorldStrides Adventures America reserves the right to refuse admittance to any participant who is out of control and/or poses a threat to other group members or the trip as a whole.

16. WorldStrides Adventures America and the Bus Company are not responsible for late passengers. Neither refund nor exchange is authorized for passengers who miss the scheduled departures.

17. All terms and payment deadlines must be adhered to unless written approval from WorldStrides Adventures America has authorized alterations, inclusions or exclusions.

18. In the event the group cancels or otherwise breaches this contract; WorldStrides Adventures America on account of the group's damages shall retain all payments made by the group. WorldStrides Adventures America damage shall in no event is deemed to be less than such payments on account. Such retention of initial payments shall not relieve the group of any additional liability to WorldStrides Adventures America under this contract.

19. This agreement sets forth the terms and conditions under which WorldStrides Adventures America, 5080 Robert J. Mathew Parkway, El Dorado Hills, CA 95762, and Lakeland Tours, LLC d/b/a WorldStrides agrees to provide scheduled airline, motor coach and other components of the tour. This agreement represents the final and complete agreement for the Adventure and all prior written and oral agreement with respect to the trip are superseded by this agreement. Any modification or addition to this agreement must be in writing and signed by both parties.

(Spencer County HS Grad 39451 USF 2022 - 8/8a)

WorldStrides Adventures America is a division of Lakeland Tours LLC d/b/a WorldStrides. Neither Lakeland, nor Lakeland's employees, affiliates, officers, directors, successors, agents and assigns (collectively "Adventures America") owns or operates any person or entity which is to or does provide goods or services for your trip including, for example, accommodations, transportation, food service, attractions, etc… As a result WorldStrides Adventures America 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 WorldStrides Adventures America's control, WorldStrides Adventures America cannot assume and is 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, arriving out of or in connection therewith. Participant assumes complete and full responsibility for, and hereby releases WorldStrides Adventures America from any duty of checking and verifying any and all safety and security conditions of the destination during the length of the proposed travel.

WorldStrides Adventures America as a division of Lakeland Tours LLC d/b/a WorldStrides is a registered Seller of Travel in California, Registration #2041618-20; Washington #601887646 602211744; Florida #ST24541; Iowa #TA568; and Hawaii TARS #5388. In the event of default, you may be eligible for a refund from the USTOA – Travel Assistance Program.

If the foregoing is your understanding of our agreement, please so indicate by signing this original enclosed in the space provided below. WorldStrides Adventures America will return a fully signed copy of this agreement to you.

Spencer County High School:

ACCEPTED and agreed to this _____ day of _____, 2021

_____

Signature Print Name Title

WorldStrides Adventures America:

ACCEPTED and agreed to this _____ day of _____, 2021

_____

Signature Print Name Title

Thank you for considering WorldStrides Adventures America to coordinate your Grad Adventure to Universal Orlando Grad Bash '22 and the Walt Disney World Resort. We are looking forward to a Great Adventure with you and the Spencer County High School Class of 2022!