

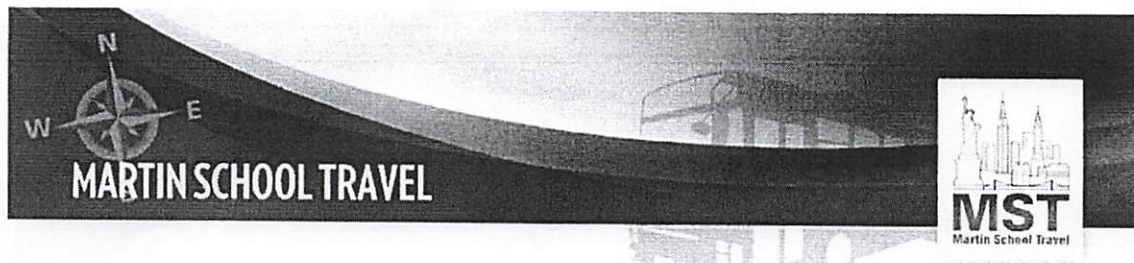
1180 Finney Drive, Lexington, Ky 40511

859-519-0122 E-MAIL: info@martinschooltravel.com

AGREEMENT

The following is an agreement entered into between Crawford Middle (School) and Martin School Travel.

1. **Flat Fee.** School shall pay a fee of **\$750.00** per paying customer and **\$17,000.00** per motorcoach to Martin School Travel for its services. Amount is based on quad occupancy and 40+ paying customers per coach.
2. **Deposit.** School understands that it will provide a **non-refundable** deposit of **\$ 54,500** due to Martin School Travel, Inc. by **October 15, 2025**. As well as a **\$54,500** deposit by **December 1, 2025**. As well as a **\$54,500** deposit by **January 15, 2026**. As well as a **\$54,500** deposit by **March 1, 2026**.
3. **Martin School Travel Duty.** In consideration of the fee, Martin School Travel will:
 - a. Provide transportation for the participants to and from trip location of **New York City, NY** on the following dates **May 26-29, 2026**.
 - b. Schedule and arrange all housing for Participants.
 - c. Work with School to establish an itinerary and, once determined, schedule the events / sites.
 - d. Provide a representative on the trip to assist with accommodations, if agreed by both parties.
4. **Participants.** School understands that it is responsible for collecting fees and signed waivers from each child (legal guardian). School understands that a Participant cannot join the trip until Martin School Travel has received a Waiver signed by Participant's legal guardian(s) and collected the necessary fee.
5. **Cancellation Policy.**
 - a. Cancellations must be made in writing to Martin School Travel. For purposes of this Agreement, "writing" shall be limited to e-mail, facsimile, and letter. The effective date of cancellation will be the date in which Martin School Travel receives the Notice of Cancellation.
 - b. Martin School Travel reserves the right to cancel the trip and terminate the agreement for conditions out of its control which include, but are not limited to, an act of God, war, civil unrest, terrorism, civil conflict, etc. In such event, Martin School Travel will reimburse all fees / expenses that it has received less any fees / payments it has paid to vendors that it cannot be reimbursed.
6. **Refund Policy.** If School submits a written cancellation notice as required under Section 5, the refund schedule is as follows:
 - a. No refunds once the trip begins.
 - b. 1-90 days: Martin School Travel will reimburse all fees / expenses it has paid to recouped from vendors, less the deposit.



c. 90+ days: Full refund less deposit.

7. **Injuries / Death.** Martin School Travel. cannot be held responsible for any personal injury, loss of earnings, medical expenses *etc.* from any event caused by hotels, buses, vendors, *etc.* or any sub-contracted service providers. Martin School Travel. is not responsible for personal injuries, death, or any other claim presented by School except to the extent / percentage attributable to the negligence or wrongful action of Martin School Travel. Additionally, to the extent permitted by law, School agrees to indemnify and hold harmless Martin School Travel, its employees, agents, and members from and against all demands, claims, damages to property and / or person, losses and liability (including reasonable attorney fees) except to the extent / percentage attributable to the negligence or wrongful action of Martin School Travel.
8. **Illness, Delay, Loss.** School agrees that Martin School Travel is not responsible for the actions of third parties, including but not limited to, hotels, vendors, restaurants, *etc.* and to the extent permitted by law, agrees to indemnify and hold harmless Martin School Travel from any such claims absent its' negligence. Further, Martin School Travel cannot be held responsible for any lost or stolen property and School agrees that Martin School Travel is not responsible for locating School's lost property.
9. **Waiver of Lawsuit/Liability**— *To the extent allowed by law,* I hereby forever release and waive my right to bring suit against MST and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing MST services and premises. I understand that this waiver means I give up my right to bring any claims including personal injuries, death, disease, or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen. Further, I hereby agree to indemnify, (including attorney fees) and hold harmless Martin School Travel, its employees, agents, and members from and against all demands, claims, medical expenses, losses and liability related to the contraction, treatment, and all other medical services incurred as a result of treatment related to COVID-19. The agreement to indemnify and hold harmless includes any and all claims brought by any person alleging their COVID-19 treatment stems from exposure related to MST services.
10. **Behavior.** School understands that its representatives, agents, *etc.* are required to supervise its students and ensure that the students and school representatives abide by all applicable laws of the jurisdiction where they are located. Additionally, School understands that Martin School Travel may suspend the trip of any student or school representative without refund and require that the person be sent home at his / her expense should Martin School Travel believe such action is necessary.
11. **Waiver.** A parties' waiver of a duty owed under this Agreement shall not be construed as a waiver of any other duty owed that party. If a party breaches one provision of this Agreement the remaining provisions shall remain in full force and effect.
12. **Governing Law & Venue.** The Agreement shall be interpreted and governed by the law of the Commonwealth of Kentucky and Fayette County, Lexington, Kentucky shall be the legal venue of any dispute.



MARTIN SCHOOL TRAVEL



13. **Modification.** Any modification to this Agreement must be in writing and executed by all parties.
14. **Authority.** Each party warrants and represents that it has the full right, power, and authority to enter into and perform this Agreement.

SCHOOL: CRAWFORD MIDDLE SCHOOL

BY: 

DATE

MARTIN SCHOOL TRAVEL

BY: _____

DATE