

Travel With Barb, Inc. Group Travel Agreement

Thank you for choosing *Travel With Barb, Inc.* for your group travel needs. We are looking forward to providing you and your students a quality educational tour at a reasonable price. This allows you, the educator, to put your time and energy into student planning.

Please read this Group Travel Agreement carefully. Contact *Travel With Barb, Inc.* immediately if you find any discrepancies in this document. Otherwise, please sign and return a copy of this Travel Agreement by **March 20, 2026** to *Travel With Barb, Inc.* to confirm this Agreement.

ESTIMATED BUDGET SUMMARY

The information detailed in this budget will be contracted with outside suppliers upon receipt of Customer's signed copy of this Travel Agreement. The prices quoted are based on estimated rates from the suppliers involved and may change if a supplier's quote to *Travel With Barb, Inc.* were to change. The Customer shall receive notice from *Travel With Barb, Inc.* of any changes and be given a reasonable opportunity to review those changes.

The per person cost will be based on the specific number participating in this travel package once all package inclusions are determined. Should the number of participants, program inclusions, travel dates, destination points, exchange rates or taxes change, we reserve the right to adjust the cost of this package because of such changes. (Note: see "Attrition Rates" under Cancellation, Refunds and Changes.) No reservations or services are confirmed until Travel With Barb is in receipt of your signed group contract and deposit.

All items which are of a purely personal nature, including, but not limited to, laundry, telephone, and other incidental charges at the hotels and all other items not specifically itemized in this budget are not included in this Agreement. Providing or paying for such items shall be the responsibility of the traveler.

PACKAGE INCLUSIONS

The pricing in this Agreement is based on the following information agreed upon by Customer and *Travel With Barb, Inc.* The price listed below is figured on the estimated number of travelers provided by group leader.

Group Name: Crete High School Music Department

Destination: Orlando

Travel Dates: May 24-28, 2027

Number of Complimentary Packages: 8

Price Package Breakdown:

# of Students	# of Chaperones	Price per Traveler
85-89	12	\$2585.00
80-84	12	\$2615.00
75-79	12	\$2637.00

*Package price is dependent on percentage of motorcoach seats filled.

**If traveler numbers (number of students and chaperones) fall outside of this range, the updated price will be communicated with the group leader/teacher and that person will share the information with traveling families.

***Travel With Barb reserves the right to impose a fuel surcharge based upon an increase in fuel prices between the time the trip is quoted and the actual service date. This surcharge would be based solely on the increased cost of fuel, and would be calculated on the difference in price per gallon and the total number of miles required for the trip itinerary.

Travel Inclusions:

- ❖ Round-trip Airfare from Omaha to Orlando
- ❖ All Ground Transportation in Orlando via Deluxe Motor Coach
- ❖ 4 Nights Deluxe Hotel Accommodations
- ❖ 4 Deluxe Breakfasts
- ❖ 3-Day Park Pass for Disney Parks (Magic Kingdom, Epcot & Hollywood Studios- One Park per Day)
- ❖ 2-Day Park-to-Park Pass for Universal Studios/Islands of Adventure & Epic Universe
- ❖ Crete HS Band Performance at a Disney property
- ❖ Crete HS Choir Performance at a Disney property
- ❖ All Taxes, Tips, Fees, and Tolls
- ❖ Tour Director provided from Travel With Barb upon request and availability

RESPONSIBILITY CLAUSE: *Travel With Barb, Inc.* offers retail travel services to customers which are provided by separate and independent suppliers. Customer understands and agrees that *Travel With Barb, Inc.* maintains no control over the personnel, equipment or operations of any transportation company, hotel, restaurant, or other person or suppliers furnishing services or products. Accordingly, *Travel With Barb, Inc.* shall not be responsible for any loss, expense, accident, delay, cancellation, inconvenience or irregularity which may be caused by or attributed to:

- (1) any wrongful, negligent, or unauthorized act or omission on the part of any of such vendors or any of the agents, servants, employees or independent contractors;
- (2) any defect in or failure of any vehicle, equipment, instrumentality or otherwise used by any of the vendors;
- (3) acts of God, war, terrorism, government regulations, strikes, fires, floods, weather or mechanical failures; or,
- (4) by any other cause or condition whatsoever beyond the direct control and direction of *Travel With Barb, Inc.*

CONFIDENTIALITY: It is agreed that all data and information disclosed by Customer to *Travel With Barb, Inc.* in connection with this agreement will be held in confidence. It is understood that all such data and information is the property of Customer and will not be given to any third party, other than as is necessary for purposes of carrying out this agreement.

PAYMENT DEADLINES: Individual traveler agrees to pay all expenses, including, but not limited to service, goods, transportation and accommodation charges, all *Travel With Barb, Inc.* Travel Agency Professional Service Fees and all other costs and expenses incurred in administering the Travel Agreement. Travelers who do not meet the payment deadlines risk removal from the trip. Group leader will be given notice before **February 1, 2027**, to travelers

delinquent in payments. Group leader may determine to drop student from trip or find a way to fund keeping that traveler in place.

FINAL PAYMENT: Payment in full is due on or before **March 1, 2027**. The portal will be closed for payments soon after the final payment deadline, and the school will be held responsible for any unpaid travelers included on the rooming list.

ROOMING LIST/FLIGHT LIST DEADLINE: Your rooming list and/or flight list are due on or before 90 days prior to travel. The group leader will be asked to confirm the final number of travelers via submission of the rooming list/flight list.

PENDING AND DELINQUENT TRAVELER PAYMENTS: TWB reserves the right to cancel any traveler who remains pending or who is behind in payments. As TWB works to secure contracts and pay vendor deposits all traveler numbers must remain current. Failure to do so could result in dismissal of travelers from the trip.

CANCELLATION, REFUNDS, & CHANGES: TWB is required to pay all suppliers well in advance of your tour date. All suppliers have their own cancellation policies, which apply to your booking. Should a cancellation become necessary, please inform TWB immediately in writing and request a written confirmation of your group trip cancellation. Upon receipt, TWB will follow industry procedures for any applicable refunds as outlined in the supplier's terms and subject to their review. If you are entitled to a refund, please note that the supplier is responsible for this refund, not TWB.

Generally, flight tickets, hotel reservations, and other items provided for the travel cannot be refunded if they are partially used. We are not responsible for a supplier's failure to pay a refund. Suppliers may choose to provide a travel voucher or credit in lieu of refund. We are not responsible for a supplier's failure to pay a refund or for supplier bankruptcy or insolvency.

SEVERABILITY: If any provision of these terms and conditions shall be held unenforceable, such provision shall be struck and the remainder shall remain enforceable.

JURISDICTION AND APPLICABLE LAW: The laws of the State of Nebraska shall govern the jurisdiction, venue, interpretation and construction of these Terms and Conditions, without regard to conflict of law. Any disputes arising hereunder shall be litigated in Douglas County, Nebraska.

WORK ELIGIBILITY: Pursuant to Neb. Rev. Stat. §§ 4-108 through 114, TWB shall use a federal electronic verification program authorized by the Illegal Immigration Reform and Immigration Responsibility Act of 1996, 8 U.S.C. §1324 ("E-verify Program" or an equivalent federal program designated by the Department of Homeland Security or other authorized federal agency) to verify the work eligibility status of new employees physically performing services within the State of Nebraska.

NON-DISCRIMINATION: TWB agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972 and the Pregnancy Discrimination Act of 1978, Federal Executive

Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education amendments of 1972, the Age Act of 1972, the Americans With Disabilities Act of 1990, the Genetic Information Nondiscrimination Act of 2008, and the Nebraska Fair Employment Practice Act, Neb. Rev. Stat. §48-1122. TWB agrees not to discriminate in its employment practices, and will render services under this Agreement without regard to race, color, national origin, religion, sex (including pregnancy), marital status, sexual orientation, disability, age, genetic information, gender identity, gender expression, citizenship status, veteran status, political affiliation or economic status. Any act of discrimination committed by TWB or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Agreement.

DATA PRIVACY AND PROTECTION: TWB acknowledges that in performance of this agreement Crete HS may provide TWB with Personal Information which is defined in and protected under Nebraska Revised Statute sections 87-801 to 87-808. TWB warrants, in accordance with Nebraska Revised Statute section 87-808, that TWB has implemented and will maintain, throughout the term of this agreement, reasonable security procedures and practices that: (i) are appropriate to the nature of the personal information disclosed to TWB; and (ii) are reasonably designed to help protect the personal information from unauthorized access, acquisition, destruction, use, modification, or disclosure.

PUBLIC BENEFITS: No Party is an individual or sole proprietorship. Therefore, no Party is subject to the public benefits attestation and related requirements of Neb.Rev.Stat.§§4-108 – 113.

Terms and Conditions Applicable to Travelers. TWB hereby notifies Customer that individual travelers will be subject to the Terms and Conditions attached hereto as Exhibit A.

PROGRAM AGREEMENT

This Agreement represents the entire understanding and agreement between *Travel With Barb, Inc.* and Customer with respect to the specific travel package, and supersedes any other discussions and/or oral agreements concerning the package. This Agreement may not be changed, modified or amended unless agreed upon in writing and approved by the signature of an authorized representative of each of the parties.

ACCEPTED ON BEHALF OF **CRETE HS MUSIC DEPARTMENT**

SIGNED: _____ DATE: _____

ACCEPTED ON BEHALF OF *Travel With Barb, Inc.*

SIGNED: Barb Mock DATE: 4/2/2026