

CONTRACT AGREEMENT FOR Showstopper Tours, LLC

ARTICLE ONE: RESPONSIBILITIES

Section 1. Responsibilities for Tour Plans. Showstopper Tours, LLC shall be solely responsible for making and carrying out all tour arrangements and services included in the tour package purchased by the Group Participant from Showstopper Tours, LLC pursuant to the terms of this contract. Such arrangements and services may include necessary program changes which Showstopper Tours, LLC shall be responsible for making to the package prior to departure due to unforeseen costs or other contingencies. Showstopper Tours, LLC shall be responsible for the supervision of its tour agents who will in turn be responsible for carrying out the final arrangements and services pursuant to the details of the tour package. The appointed tour coordinator shall be responsible for making or changing (as may be necessary) all room assignments at the designated hotel or other place of accommodation, and the tour coordinator together with the tour chaperones shall be responsible for seeing that individual participants are taking part in the scheduled tour arrangements and activities and complying with the group rules and standards which Showstopper Tours, LLC shall have the responsibility of publishing or announcing to the individual participants at or before the beginning of the tour. It is also the option of Showstopper Tours, LLC that a member of the tour staff shall be present at all times with any individual participant who is ill, and it shall be the right of any staff member to take whatever measures - such as obtaining medical treatment, or arranging for an individual participant's transportation home and/or to a clinic or hospital - that he or she may deem appropriate and advisable with respect to the health and/or safety of an individual participant. Showstopper Tours, LLC and its agents are not responsible for costs incurred if these measures are taken.

Section 2. Responsibilities of the Airline. The responsibilities of any airline designated as the carrier for the tour shall apply only to the air transportation which is scheduled for the tour. The direct air carrier's liability in the event of changes, delays, loss of or damage to baggage or for death or injury to a person or to property is subject to and limited by the terms of the applicable tariffs of the airline. No promotional airfares which may apply to air transportation for the tour are guaranteed until after tickets are purchased. Showstopper Tours, LLC has no control over an airline's action of changing flight times, numbers, and splitting groups.

Section 3. Responsibilities of Individual Participants. The responsibilities of the individual participants are as follows:

- (a) Participants are responsible for complying with all tour rules and regulations published or announced by Showstopper Tours, LLC which may include but shall not be limited to dress code, curfew, attendance at activities and social behavior; participants who are determined not to be in compliance with such standards by any member of the tour staff at any time shall be subject to termination without refund and shall bear their own expense of returning home from the tour.
- (b) Participants are responsible at all times for adhering to the age restriction of twenty-one (21) years and older as imposed by Showstopper Tours, LLC with respect to the use and possession of alcoholic beverages and non-prescription narcotic drugs. Any participant who is under twenty-one (21) years of age and who is found to be in violation of this restriction shall be subject to termination without refund and shall bear his or her own expense of returning home from the tour.
- (c) Participants are responsible for the payment before departure of any incidental expenses which they may incur as a guest of any hotel or other accommodation at which the tour group is registered. Such expenses may include but shall not be limited to use of the telephone, room service or other services requested, personal expenses and damage to the room or items taken from the room to which the individual participant is assigned.
- (d) Participants are responsible for any medical costs that they may incur at any time during the tour, including but not limited to medical care, prescriptions and transportation to a medical care facility or to an individual participant's home; provided, however, that such costs may be covered by any health or accident insurance which either the Group Participant or an individual participant may choose to purchase.

ARTICLE TWO: RELEASE AND INDEMNIFICATION

Section 1. Agreement to Indemnify. The Group Participant hereby agrees to indemnify and hold harmless Showstopper Tours, LLC and its staff members, together with any agents thereof, from any financial liability or obligation incurred by either the Group Participant or any individual participant and from any injury or damage to the person or property of others which any individual participant causes or contributes to while participating in a tour sponsored by Showstopper Tours, LLC. The Group Participant as a party to this Contract, and each individual participant as a registered applicant for the tour, releases Showstopper Tours, LLC and its staff members, together with any agents thereof, from any and all causes of actions, claims and damages of any kind or nature whatsoever arising from any injury, loss, damage, expense, accident, delay, or other inconsistency which is in any way connected with the management or conduct of a Showstopper Tours, LLC program.

Section 2. Release from Events out of the Control of Showstopper Tours, LLC. The Group Participant hereby releases Showstopper Tours, LLC and its staff members, together with any agents thereof, from any claims resulting from events, acts or failures to act which are out of the control of Showstopper Tours, LLC and which may include but shall not be limited to acts of God, acts of war or terrorism, restrictions imposed by a country and/or its government, and acts, non-acts or events controlled by outside organizations such as transportation companies, restaurants and hotels which may be associated with the arrangements of the tour. Showstopper Tours, LLC reserves the right to cancel any performance, without refund, due to weather. No alternate performances will be scheduled for any reason. Showstopper Tours, LLC does not guarantee an audience for performances.

Section 3. Model Release. Group Participant, individual participants and parents/guardians of minor individual participants authorize, without compensation, Showstopper Tours, LLC and its contractors, agencies and representatives to copy and reproduce for the purpose of illustration, advertising, display and publication in any manner photographs taken of participants while participating in a tour arranged by Showstopper Tours, LLC.

Section 4. Parental Consent. By signing this contract, the Group Leader agrees to collect parental release forms from the parent or legal guardian of all minor individual participants holding Showstopper Tours, LLC harmless. These release forms are to be made available to Showstopper Tours, LLC upon request at any time prior to, during, or after the completion of the tour.

ARTICLE THREE: FEES: PAYMENTS AND CANCELLATIONS

Section 1. Deposit. The individual participants will each be charged a Forty Dollar (\$40.00) deposit which will be due at the time this Contract is returned to Showstopper Tours, LLC. In the event that the Group Participant decides to cancel the tour after the Contract is delivered to Showstopper Tours, LLC, or if an individual participant cancels his or her reservation at any time prior to departure date, those fees will be non-refundable to the individual participants; however, under normal circumstances the deposit will be credited toward the overall cost of the tour. (Please make checks payable to Showstopper Tours.)

Section 2. Costs and Payment Arrangements. Payments for the cost of the tour must be made to Showstopper Tours by the Group Participant in up to four installments, with the final payment due no later than forty-five (45) days prior to the scheduled departure date. Please Note: This payment plan does not apply to cruise and some land packages. Actual payment dates will be printed on your first invoice. Should Showstopper Tours, LLC realize prior to the departure date of the tour any increase in the cost of hotel or other accommodations pre-arranged for the tour, those costs will correspondingly increase the cost of the tour programs and be passed on as such to the Group Participant. Payment of any such additional costs for the tour programs by the Group Participant must be included in the final installment payment, or may be made by separate payment prior to departure date if the final installment has already been paid. Additional increases may be realized and passed on to the Group Participant such as taxes or fuel surcharges which are also out of the control of Showstopper Tours, LLC.

Section 3. Reasons for Cancellation. The Group Participant shall be subject to the penalties outlined in Section 4 below in the event of cancellation, including cancellation which is made based upon either of the following: (i) changes in the tour programs or in any of the tour arrangements prior to departure date as deemed necessary by Showstopper Tours, LLC; or (ii) an aggregate increase of up to fifteen percent (15%) in the tour program costs as deemed necessary by Showstopper Tours, LLC.

Section 4. Terms for Cancellation. In addition to the penalties of a partial or non-refund described below, the Group Participant and all individual participants shall be subject upon cancellation to the particular restrictions and penalties which may be levied by any transportation company that may be providing transportation for the tour. In the event that the Group Participant decides to cancel a tour reservation, notice of cancellation must be provided to Showstopper Tours, LLC in writing. Refunds shall only be provided to the Group Participant as follows:

- (a) Cancellations received more than 75 days prior to the departure date of the tour will be charged a Forty Dollar (\$40.00) deposit fee for each tour participant plus any penalties or cancellation fees assessed by the tour vendors.
- (b) Cancellations received during the period which is 74-45 days prior to the departure date of the tour will incur a charge to the Group Participant of twenty-five percent (25%) of the total tour cost plus any penalties or cancellation fees assessed by the tour vendors.
- (c) Cancellations received during the period which is 44-30 days prior to the departure date of the tour will incur a charge to the Group Participant of fifty percent (50%) of the total tour cost plus any penalties or cancellation fees assessed by the tour vendors.
- (d) Cancellations received during the period which is 29 days or less prior to the departure date of the tour will incur a charge to the Group Participant of the total amount of the tour cost plus any penalties or cancellation fees assessed by the tour vendors.