



Perform America is pleased to submit the following tour itinerary proposal to the Cantabile Choirs of Kingston under the direction of Dr. Mark Sirett

COA Nationals 2019 | Journey to Carnegie Hall

❖ ————— **Wednesday April 24th 2019** ————— ❖

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| Departure | <input checked="" type="checkbox"/> | DEPART FROM KINGSTON, ONTARIO ON A DELUXE MOTORCOACH BOUND FOR NEW YORK CITY WITH REST STOPS ALONG THE WAY |
| Arrive | <input checked="" type="checkbox"/> | ARRIVAL IN MANHATTAN FOR SIGHTSEEING. |
| Enjoy | <input checked="" type="checkbox"/> | PANORAMIC TOUR OF NEW YORK HIGHLIGHTS (5 TH AVENUE, ROCKEFELLER CENTER, ST. PATRICK'S CATHEDRAL, CENTRAL PARK). |
| | <input checked="" type="checkbox"/> | GROUP DINNER @ HARD ROCK CAFÉ / BUBBA GUMP OR SIMILAR – TIMES SQUARE |
| Stay | <input checked="" type="checkbox"/> | FAIRFIELD INN AND SUITES QUEENSBORO BRIDGE OR SIMILAR |

❖ ————— **Thursday April 25th 2019** ————— ❖

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| Eat | <input checked="" type="checkbox"/> | BREAKFAST AT YOUR HOTEL INCLUDED |
| | <input checked="" type="checkbox"/> | BOX LUNCH INCLUDED TODAY |
| | <input checked="" type="checkbox"/> | GROUP DINNER @ HARD ROCK CAFÉ / BUBBA GUMP OR SIMILAR – TIMES SQUARE |
| Transfer | <input checked="" type="checkbox"/> | TRANSFER TO QUEENS COLLEGE BY CHARTER COACH |
| Learn | <input checked="" type="checkbox"/> | COA NATIONALS EDUCATIONAL DAY Today, you and the Choir will be with Choirs of America all day. Your Primary Ensemble will enjoy an <i>Adjudicated Performance</i> of up to 20 minutes of your own repertoire followed by an on-stage <i>Performance Review</i> . During the day, everyone in your program will also participate in a full one-hour <i>Clinic</i> with one of the COA Master Clinicians, Rollo Dilworth, Tim Sharp, Sandra Snow or Tesfa Wondemagegnehu |

The day will also feature engaging workshops for ALL participants. Scheduled workshops include XChange – A Meeting of Voices (during which choirs from across the country will get to interact and sing for each other), and a Broadway 101 Workshop

- Enjoy **BROADWAY MUSICAL (DIRECTOR’S CHOICE)**

- Stay **FAIRFIELD INN AND SUITES QUEENSBORO BRIDGE OR SIMILAR**

❖—————*Friday April 26th 2019*—————❖

- Eat **BREAKFAST AT YOUR HOTEL INCLUDED**
 LUNCH ON OWN
 GROUP DINNER (USUALLY AN EARLY DINNER AT BUCA DI BEPPO OR SIMILAR)

- Rehearse **COA NATIONALS | MASSED CHOIR REHEARSAL IN MANHATTAN WITH Z RANDALL STROOPE**

- Sightseeing **THERE WILL BE A SHORT BLOCK OF TIME FOR INDEPENDENT SIGHTSEEING BETWEEN REHEARSAL AND EARLY DINNER. WE’LL INCLUDE A LIST OF SIGHTSEEING OPTIONS ONCE WE KNOW THE LOCATION OF THE REHEARSAL IN MANHATTAN.**

- Perform **MASSED CHOIR CONCERT – *CARNEGIE HALL* >> all participating choirs will perform during an awesome Prism Concert at Stern Auditorium, each Participating Choir bringing 45 or more Singers will also have the option to perform a “Spotlight Piece” from their own repertoire during the concert. To finish the concert in style, ALL participants will enjoy the Massed Choir Performance... complete with a Tutti Finale World Premiere from Z Randall Stroope.**

- Stay **FAIRFIELD INN AND SUITES QUEENSBORO BRIDGE**

❖—————*Saturday April 27, 2019*—————❖

- Eat **BREAKFAST AT YOUR HOTEL INCLUDED**
 LUNCH ON OWN
 DINNER ON OWN EN ROUTE BACK TO KINGSTON, ONTARIO

Sightseeing 9/11 MEMORIAL

Depart LATE MORNING DEPARTURE BACK TO KINGSTON ONTARIO BY COACH.

Tour Rates based on 3 nights at the Fairfield Inn and Suites Queensboro Bridge or similar:

[HTTP://WWW.MARRIOTT.COM/HOTELS/TRAVEL/NYCQN-FAIRFIELD-INN-AND-SUITES-NEW-YORK-QUEENS-QUEENSBORO-BRIDGE/](http://www.marriott.com/hotels/travel/nycqn-fairfield-inn-and-suites-new-york-queens-queensboro-bridge/)

ALL RATES IN CANADIAN DOLLARS

EXCHANGE RATE 1 USD = 1.29 CAD

Rate per person @ quad occupancy (four to a room)..... \$ 1,225.00
Rate per person @ triple occupancy (three to a room)..... \$ 1,305.00
Rate per person @ double occupancy (two to a room)..... \$ 1,460.00
Rate per person @ single occupancy (one to a room)..... \$ 1,930.00

Includes One Complimentary Package for Director (1 per 40 paid) at Double Occupancy

Tour Includes:

3 night's bed and breakfast at hotel in Long Island City
3 dinners and 1 boxed lunch
Deluxe Charter coach for duration of the tour. *Minimum 40 passengers on the coach to avoid an empty seat charge*
1 Broadway Musical (premium shows will incur a supplement)
Choirs of America package

Tour does not include:

Items of a personal nature such as souvenirs etc.
Travel insurance
Meals not mentioned in the tour includes section
Tips and gratuities for driver
Perform America Tour Host or local guide

Requested Individual Payment Schedule:

Payments may be made by bank transfer. To ensure that all tour suppliers are paid in a timely fashion in accordance with their payment terms, it is important that the group be paid in full no later than the deadline date set forth below:

<u>Payment Due</u>	<u>Description</u>	<u>Due Date</u>
\$ 200.00	Deposit requested by:	October 1, 2018
\$ 300.00	Progress payment requested by:	November 1, 2018
\$ 300.00	Progress payment requested by:	December 1, 2018
Balance	Final payment due on or before:	January 12, 2019

Any participant not paid in full by **January 12, 2019** will be subject to a \$50.00 late payment fee and will be converted to a space available basis. Space is limited and sold on a first come first served basis. Reservations are not guaranteed until Perform America has received the deposit set forth above.

Cancellations:

Perform America will only accept cancellations made in writing. Written cancellation requests must be faxed or mailed to our office. The date of cancellation will be the postmark date or fax date stamp for the cancellation request. Please allow six weeks for refunds.

Cancellation Schedule

From Nov 15, 2018 to December 15, 2018:

From December 16, 2018 to January 11, 2019:

On and after January 12, 2019

Refund Amount

\$ 300 cancellation fee

\$ 600 cancellation fee

No Refunds

Chaperones:

The group must provide its own chaperones. Perform America is not responsible for chaperoning the group. A minimum of two adult chaperones (25 years and over) is required per motor coach.

The adult chaperones must remain with the group at all times during the trip, including but not limited to riding the bus, staying at the hotel (if applicable) and visiting the attractions. Otherwise, the group will not be permitted to travel. Selection of chaperones is the group's responsibility. The trip will be canceled and cancellation fees will apply, if the trip is canceled due to a lack of chaperones.

Additional Terms and Conditions: The group and its individual members shall be subject to the following terms and conditions:

1. **Independent Contractor Status.** Perform America, LLC (“PA”) acts as an independent contractor for the owners and operators of transportation, accommodations, and other related tour services.

2. **Rates and Availability.** All rates quoted herein are based on information provided by the group and by relevant tour component suppliers. Rates and availability are not guaranteed until PA receives the deposit set forth above. Additions or other changes to this proposal may change the cost of the trip.

3. **Modification of Terms.** All terms of this agreement, including payment deadlines, must be adhered to unless PA authorizes, in writing, a modification of the terms of this agreement.

4. **Chaperones.** Groups with participants under 18 years of age must be chaperoned by teachers, school administrators, parents, faculty or school staff members over the age of 25.

5. **Right of Refusal.** PA reserves the right to refuse admittance to any participant who is out of control, under the influence of drugs and/or alcohol or any other controlled substance, and/or poses a threat to other group members or the trip as a whole or to any member of the general public.

6. **Contraband Items.** No illicit drugs or other controlled substances, alcohol, firearms, explosives, flammable items or any other illegal substances or articles of a dangerous nature are allowed at any time. The group shall be liable for any and all damage resulting from the use or possession of any of the items listed above. PA and its representatives reserve the right to have confiscated all such items brought on the trip or in the possession of any participant.

7. **Misconduct During Trip.** Any misconduct, illegal gambling, possession of unauthorized alcohol, or illegal drugs or other controlled substances, firearms, explosives, flammable items or any other illegal substances or articles of a dangerous nature will not be tolerated and an immediate return to the pick up point may be ordered by the driver, the bus company or PA, in which event no refunds will be given for unused items.

8. **Bus Capacity Limitations.** The chaperones for each bus utilized will conduct a passenger count each time the group boards their bus(es) and shall confirm with the bus driver before departure that all participants (including all chaperones) are present and accounted for. The group shall not at any time 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 bus(es) at any time during the trip.

9. **Driver Duties.** The driver of each bus utilized shall be in complete control of his/her bus and shall have the right to deviate from the route set forth in this itinerary where the driver determines at his/her sole discretion that such deviation is necessary for the safety or comfort of the trip participants.

10. **Damages Incurred During the Trip.** It is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages the group or any individual from the group causes while on the trip. Furthermore, it is agreed and understood that the individuals separately and the group as a whole will be fully responsible for any and all damages incurred during the trip caused by any other party that the group was involved with in any way.

11. **Food and Beverages Brought on Trip.** Prior to the trip, the group must notify PA if there will be food and/or beverages brought on the trip, and to find out what is or is not acceptable.

12. **Repairs of Damage Caused During the Trip.** Any and all repairs necessary to correct damage caused by the group or any of its members will be performed by the affected company at the then-current outside shop rate or by any outside agent selected by the company to perform the needed repairs. The affected company shall have the sole discretion to choose the method and provider of required repair services. The group shall be invoiced for any repair services made necessary due to actions of the group or any of its members.

13. **Excess Cleaning Charges.** The group shall be subject to a MINIMUM cleaning charge of \$50.00 if a bus or hotel room requires anything more than normal cleaning at any time during the trip or upon completion of the trip.

Additional Terms and Conditions (cont'd.):

14. Restrictions on Items Brought on Trip. Radios, cassette players, cd players and mp3 players may be used with headphones only while the bus is in motion. Radios, cassette players, cd players and mp3 players may only be used in hotel sleeping rooms and must not be heard outside of the room. No ice chests, trash cans, luggage, bags or other objects may be placed in the aisle of the bus while the bus is in motion.

15. Bus Rules. Please do not stand in the aisle of the bus when it is in motion. There is no smoking on the bus at any time. Please ensure that all members of the group are present and ready to depart at each of the times set forth for departure in this itinerary. PA and the bus company are not responsible for late passengers. Neither refund, nor exchange is authorized for participants who miss a scheduled departure.

16. Force Majeure. PA cannot be held responsible for extraordinary occurrences beyond its control, which may cancel or limit your scheduled event(s). PA will not be responsible for delays due to heavy traffic, road construction, accidents, severe weather or other acts of God. If additional time is required by the group to complete the trip due to any of these factors, additional charges may apply. PA reserves the right to substitute comparable transportation, accommodations and attractions without notice if it deems that such substitution will be in the group's best interest.

17. Limitation of Liability. Should a scheduled time or event be missed due to any fault of PA, PA will not be liable for any losses other than the cost of the event. PA is not responsible for lost or stolen baggage or any other personal items brought on the trip. Once PA issues and delivers travel or other documents, i.e., admission tickets, meal coupons, airline tickets, etc., these documents become the sole responsibility of the participant. PA shall not be responsible for replacements of or refunds for lost or stolen documents. PA shall have access to all parental and/or medical release forms collected by the school and pertaining to this tour.

18. Travel Insurance. Supplemental trip cancellation, delay and lost baggage insurance coverage is available and strongly recommended. This important, low-cost protection can save participants money if they are forced to cancel or alter their trip due to documented medical reasons. Supplemental insurance must be purchased on a group basis per trip. Details are available from PA on request.

19. Breach of Contract by Group. In the event the group breaches this contract, PA shall retain all payments made by the group in order to partially offset the resulting damages. PA's damages shall in no event be deemed to be less than such payments on account. Its retention of such payments shall not relieve the group of any additional liability to PA under this contract.

20. Governing Law and Resolution of Disputes. This agreement shall be governed by and interpreted pursuant to the laws of the State of Colorado. **Any dispute between the parties, or any of them, as to the interpretation or enforcement of any provision of this Agreement, or for any claimed injury, loss or damage sustained while on the trip, shall be resolved by binding arbitration, which shall be conducted in El Paso County, Colorado, in accordance with the Commercial Rules of Arbitration of the American Arbitration Association then in effect.**

21. Legal Fees. Any and all legal fees incurred by PA in collecting fees for services as set forth in this contract or for any damages incurred due to a breach of this contract or due to damage caused by the group while on the trip are the responsibility of the group.

22. Full and Complete Agreement. This agreement represents the full, final and complete agreement between Perform America and the group for the trip set forth above. All prior written and/or oral agreements 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

<<Signature page follows>>

If the foregoing accurately represents your understanding of our agreement, please sign and date this agreement where indicated below. Please deliver this original copy of the agreement to Perform America and we will sign and date it and return a fully signed copy of it to you.

Organization name:

AGREED AND ACCEPTED on _____, 2018
Date

Signature

Print Name

Title

Perform America, LLC:

AGREED AND ACCEPTED on _____, 2018
Date

Signature

Print Name

Title