

TOUR PARTICIPANT AGREEMENT 2010 STUDENT BREAKS

GENERAL INFORMATION: The Terms & Conditions described in this agreement apply to all transportation, accommodations, services & activities included in the trips described in the SB brochure/website. StudentBreaks, LLC, located at 8743 Thomas Dr. Panama City Beach FL 32408, herein referred to as (SB), has arranged the vacations and acts as tour operator.

RESERVATIONS & PAYMENTS: A non-refundable deposit is required by the due date to secure a reservation. Additional payments and final payment is indicated on your reservation confirmation provided at time of booking. Accounts not paid in full by the due date are subject to cancellation, possible loss of first choice hotel and/or flight, and late fees of \$40 per late payment. Reservations canceled due to non-payment may be reinstated for a \$40 per person reinstatement fee on a space available basis. **All payments received by SB are non-refundable.** Should you find a replacement, you can change the name on the reservation for a \$40 name change fee plus any airline imposed fees. Because the right to a refund is limited, SB strongly RECOMMENDS the optional Travel Protection Plan. If your roommate(s) cancels, you & your remaining roommates must pay applicable occupancy surcharges prior to departure. There is a \$25 service fee for all checks returned for any reason, including, but not limited to insufficient funds or stop payment. There is a \$40/person administrative fee for reservation changes made after the receipt of deposit (Exception: Adding persons to an existing reservation). Receipt of deposit by SB constitutes acceptance of these terms and conditions. Final travel documents will not be sent until full payment & a signed copy of this agreement has been received in our office from all participants in the reservation. Documents will be available via our website approximately 7 days prior to trip departure date.

LAST MINUTE RESERVATIONS: Reservations will be accepted up to the day of departure as long as space is available. SB reserves the right to require certified funds for reservations made after final payment date.

PRICES: All rates are subject to change at any time prior to deposit. We **GUARANTEE our prices** will not increase for deposited reservations except for increases in Government Taxes or Fees or Airline imposed surcharges.

DEPARTURE TAXES/FEES: All U.S. and foreign departure taxes & fees are due with final payment.

CREDIT CARDS: SB accepts Visa, Mastercard, & Discover Card for payments. Credit card must be in the name of the trip participant and no more than two final payments per credit card allowed for unrelated persons. All prices listed in the brochure/website reflect a discount for cash payment via check or money order. All other forms of payment must add \$15 (land only) or \$30 (bus/air-inclusive) per final payment to all prices. Trip participants paying by credit card agree to all terms & conditions contained herein and agree to waive all charge back rights, will pay a minimum \$100 administrative fee should a chargeback be attempted, and agrees to pay all costs associated with the collection of a chargeback.

DOCUMENTATION: Proper ID documentation is the sole responsibility of the passenger. ALL International destinations require a valid Passport as proof of citizenship. Foreign nationals must consult their local consulates for documentation requirements. ALL Minors (under 18 years of age) traveling alone to Int'l destinations MUST possess a notarized letter of consent signed by both parents & present it at airline check-in. Minors traveling with one parent must present a notarized letter of consent signed by absent parent. Documentation requirements are subject to change without notice and NO REFUNDS will be issued for passengers who are denied boarding for failure to obtain & present proper documentation.

DAMAGE DEPOSITS/DAMAGE WAIVERS & REFUNDS: Hotels require a \$50-100/person cash security/damage deposit upon hotel check-in. This will be refunded upon check-out provided that there are no charges or damages to your room (may be refunded in local currency). The Oasis Hotels in Cancun charge a non-refundable security/insurance fee currently \$27/person and subject to change. South Padre Island trip participants MUST pre-pay a \$50/person refundable damage deposit with final payment. Panama City Beach hotels/condo properties except The Summit charge a \$50/person refundable damage deposit due at check-in. The Summit charges a non-refundable \$10/person damage waiver fee at check-in that provides coverage for accidental damages (up to \$700), reported to us prior to check out. A valid credit card may also be required upon check-in for excessive damages or an additional cash deposit may be required at our discretion. Trip participants are financially responsible for any and all damages to their assigned unit. Please allow approximately 30 days after completion of all Spring Breaks for any refunds to be processed. Refunds are returned in the form of one check to the group leader.

TRAVEL PROTECTION PLAN: SB RECOMMENDS the purchase of this optional protection that covers for pre-travel trip cancellation due to unforeseen emergency medical reasons, travel delays, health & accident protection, baggage loss/delay & fuel surcharges. This Protection Plan, in the amount of \$49/person (\$20 land only), may be added to your reservation by indicating so on the Tour Participant Agreement and paying the applicable cost by the due date on your invoice. TravelProtectionPlanPolicy available at www.studentbreaks.com.

AIR TRANSPORTATION, SCHEDULES & DELAYS: Scheduled air services are provided by AeroMexico, Air Jamaica, AirTran, Alaska Air, American, Continental, Delta, Frontier, Jet Blue, Mexicana, Northwest, Spirit, Southwest, Sun Country, United, USA3000 & US Airways. Public charter air services are provided by Allegiant, American, Champion, Continental, Miami Air, North American, Northwest, Ryan Int'l & Sun Country. Public charters are operated by Apple, Funjet, GWV, MLT, SCC & STS. SB & the airline reserve the right to substitute any duly licensed air carrier and/or to change the aircraft type, routing, and do not guarantee single plane or non-stop service to the resort destination. Flight delays are unfortunate, but an inherent risk in air travel. Flight delays, missed nights accommodations & expenses incurred due to flight delays, & missed connections to/from a charter or scheduled flight are beyond the control & responsibility of SB. SB does not provide any compensation for scheduled air flight delays - please contact the air carrier directly. In the event of a public charter delay, SB subscribes to the following passenger compensation guidelines (does not apply to weather or security related delays; Valid for one year only):
 Outbound/return total delay of less than 6 hours - No compensation; Total delay between 6 & 24 hours - \$75/person credit on future trip; Total delay of more than 24 hours - \$150/person credit on future trip.

Flight times are not guaranteed and may affect the actual length of time in the vacation destination. All flight information provided prior to departure is considered tentative and subject to change. Therefore, it is the sole responsibility of the travel participant to reconfirm both the outbound and return flights directly with the airline. No refund will be provided for any unused flights and SB is not responsible for any additional expenses as a result of the participants failure to re-confirm their flights.

BUS TRANSPORTATION, SCHEDULES & DELAYS: SB offers motorcoach (bus) packages to various US destinations. SB does not guarantee non-stop service or charter bus service to the resort destination. Travel delays are unfortunate, but an inherent risk in travel. Delays, missed nights accommodations & expenses incurred due to travel delays are beyond the control & responsibility of SB. In the event of a charter bus delay, SB subscribes to the following passenger compensation guidelines (does not apply to weather or security related delays; Valid for one year only):
 Outbound/return total delay of less than 6 hours - No compensation; Total delay between 6 & 24 hours - \$75/person credit on future trip; Total delay of more than 24 hours - \$150/person credit on future trip.

Travel times are not guaranteed and may affect the actual length of time in the vacation destination. All travel information provided prior to departure is considered tentative and subject to change. Therefore, it is the sole responsibility of the travel participant to reconfirm both the outbound and return trip directly with StudentBreaks. No refund will be provided for any unused seats or accommodations and SB is not responsible for any additional expenses as a result of the participants failure to re-confirm their departure times.

CUSTOMER SERVICES: Student Breaks has on-site representatives in all resort destinations. If you require assistance during your vacation, you are required to contact the on-location staff, who will assist you with any situation. SB is not responsible for and will not reimburse any expenses incurred such as long distance phone calls, as local on-site representatives are available. In the unlikely event the situation is unable to be immediately resolved, the trip participant must write to our Customer Care Department within 30 days of your return. Failure to write within 30 days will release SB from all claims & liability. Due to privacy concerns, correspondence can only be accepted from actual trip participants (or legal guardian if participant is under age 18 years at time of travel). Participant acknowledges & agrees that any dispute regarding the interpretation, breach or enforcement of this agreement shall be filed & heard by the courts located in Bay County, State of Florida, and nowhere else. The invalidity or enforceability of any provision of this agreement shall not affect or limit the validity or enforceability of the other provisions hereof. This agreement contains the entire understanding between the parties and supercedes any other oral & written agreements. No modification, addition, waiver or cancellation of any provision shall be valid except in writing and signed by an officer of SB. If you accept a refund, you waive all other rights and remedies under applicable law.

REMOVAL FROM TRIP: SB reserves the right to remove a person from a trip if that person violates any law, whether domestic or foreign, is disruptive to others, abusive to our staff (including but not limited to the use of profane or obscene language), or in the sole opinion of our staff, constitutes a danger to himself or others. In addition, All travel suppliers including hotels & condominium properties, ground transportation companies and airlines may remove a person or entire room/group for similar reasons at their discretion. In the event a person(s) is removed from the trip or his/her participation terminated, participant(s) will be responsible for the purchase of his/her return flight or alternate accommodations or transportation and will not receive any refund for the remaining portion of the trip/accommodations.

RESPONSIBILITY: SB arranges with airlines and other third party suppliers to provide ALL the services listed in the brochure. SB and its agents act solely as agents for the air carriers, hotels, transfer companies, bus companies, and other establishments in providing transportation, accommodations, & other services that accompany this tour. Therefore, SB shall not be responsible for any accident, injury, damage, death, loss of vacation time, expense, inconvenience, loss of wages, distress or frustration whether physical or mental, due to an act of negligence or default of any carrier, restaurant, hotel, tour or ground operator, or any persons rendering any of the services included in this tour, or losses due to mechanical breakdowns, government actions, act of God, delay or cancellation of travel due to inclement weather, theft, strikes, terrorism, threat of terrorism or other circumstances beyond our control; the failure to obtain and present required travel documentation; the failure to follow instructions, including reconfirming flight times, hotel check-out times, etc. In the event of a hotel over-booking or other situation necessitating an accommodation change, SB will provide, in its sole judgment, either equivalent or upgraded accommodations or refund the retail price difference. Tour Participant(s) will receive NO REFUND for any unused accommodations, flights or other package features if they leave the tour, regardless of reason.

LUGGAGE: Air carriers now charge for luggage. Trip Participant is responsible for these additional costs and will pay the air carrier directly based on the number of pieces and weight of the baggage. For international flights, the air carrier liability for lost baggage is limited to a maximum of \$400 per passenger. Air carriers have NO RESPONSIBILITY to passengers who fail to submit a lost baggage claim form to their air carrier within 24 hours of arrival. SB does not accept liability for luggage or any personal property.

OPERATOR'S OPTION PLAN: SB reserves the right to use Friday, Saturday, or Sunday departures of your chosen weekend. EXACT DEPARTURE DATES may be available for an additional charge. The following are considered "co-terminal" airports: New York (JFK, EWR, LGA), Chicago (ORD, MDW), Orlando (MCO, SFB), Washington (BWI, IAD, DCA), South Padre Is (HRL, BRO, MFE), Panama City Beach (PFN, VPS, PNS). This means your flight can depart/arrive from a nearby co-terminal airport.

MAJOR CHANGE: In accordance with Part 380 of the DOT's Special Regulations, if we make a major change prior to departure, you have the right to cancel & receive a full refund. The following are considered major changes: (1) a change in departure or return dates of more than 48 hours, unless the change results from a delay experienced by the air carrier, (2) a change in the origin or destination city, unless the change affects only the order in which the cities are visited, (3) an aggregate price increase of more than 10% occurring 10 or more days prior to departure. If SB becomes aware of a major change more than 10 or more days prior to departure, SB will notify tour participants within 7 days of first knowing of such change. If SB should become aware of a change within 10 days of departure, it will notify participants as soon as possible. Upon receiving notification of a major change, tour participant may cancel in writing within 7 days, but in no event later than the date of departure, and a full refund will be issued within 14 days of SB receipt of your notice of cancellation. SB shall have no other liability to the tour participant.

MEAL PLANS: SB provides meal coupons for all meal plans. Coupons are distributed after arrival to the destination and it is the sole responsibility of the tour participant to pick up these coupons as directed by our on-site staff. Coupons hold no cash value and may be subject to taxes and tip. No refunds will be made for loss, theft, and/or unused services. SB does not provide meals and is not responsible for acts, errors, quality, quantity, omissions, or the failure to honor agreements by individual restaurants/establishments. Meal menus, schedules, and participating restaurants/establishments are subject to change at any time.

ALCOHOL: The legal drinking age in all International Destinations is 18 years. The legal drinking age in all USA destinations is 21 years. SB does not condone the use of alcohol by those under the legal drinking age and in no way condones or encourages intoxication. SB has contractual relationships with companies that sell optional activity packages. If you choose to drink, we urge you to do so responsibly & remember that excessive use of alcohol can result in severely impaired judgment, injury, and death.

TRAVEL AGENTS: Please verify all reservation information, including travel dates, package inclusions, cancellation policies, & optional Travel Protection Plan. All clients must complete & sign this agreement and a copy must be provided to SB with initial deposit. ALL payments via credit card require OUR credit card authorization form with a cardholder signature. **Please see "CREDIT CARD" section in column 1 for details as no exceptions will be made.** We recommend that you make a copy of the client's passport/driver's license to ensure correct name spelling and date of birth verification. Should you have any questions, please contact our helpful staff by calling our reservations department at 1-800-727-3251. Updated: 1/15/2010

PRIVACY POLICY: Student Breaks is committed to protecting your privacy. The information you provide to us will be treated confidentially. SB does not sell, rent, or lease its customer lists to any third parties. Your personal information is only disclosed to our travel suppliers in the course of providing your vacation package.

Florida Seller of Travel: ST37242

PLEASE COMPLETE THIS SECTION

FULL Legal Name _____
First Middle Last

Address _____

City _____ State _____ Zip _____

Phone _____ Cell _____

E-mail _____

Citizenship _____ Birthday ____/____/____ Passport# _____

SIGNATURE _____

I have read, understand, & agree to all terms & conditions including payment policies, cancellation policies, departure date conditions, and that all payments are non-refundable.

Signature of Parent _____ Date: _____

Required if under age 18

Travel Protection Plan Accept Decline

CREDIT CARD PAYMENT INFORMATION

Visa Mastercard Discover

Amount _____ Exp Date **XXX**

Name on Card _____

Card Number Last 4 digits: _____

NOTE: ALL Credit Card payments must be entered by cardholder using our secure web site payment portal at www.StudentBreaks.com. A separate credit card form must be used if cardholder is NOT the trip participant.

Telephone: 850-233-9400 Fax: 850-254-1934

www.StudentBreaks.com