

Group Tour Agreement



Today's Date: February 27, 2024
Tour Planner: Jodi Smith

Group Name: Traditions of East Petersburg
Group Leader: Jordan Genetos

Address: 800 Founders Way
East Petersburg PA 17520

Cell Phone: 443-310-9889

Charter #: 185136

Tour Date: Saturday, June 15, 2024

Tour Length: One (1) Day

Tour Destination: Penn's Cave/Mt. Nittany Winery

Departure Time: 7:15 AM

Approximate Return Time: 7:00 PM

Departure Location: Traditions of East Petersburg

Number of Seats Booked: 38 - 56

Size Coach Booked: 38 - 56

Itinerary:

7:15 AM	Depart
9:45 AM	Arrive Penn's Cave
10:00 AM	Penn's Cave Tours/Lunch on Own
1:45 PM	Departure
2:15 PM	Arrive Mt. Nittany
2:30 PM	Tours & Tasting
5:15 PM	Depart
7:00 PM	Arrive Approximately

Tour Includes: Motorcoach Transportation, Tours & Tasting, Driver's Gratuity

Not Included in Tour: Lunch on Own at Penn's Cave

Driver Gratuity: Included in Package

***Price Per Person (based on 35 paid passengers): \$144**

Price to be printed on Client Flyer (per Client request): \$144

****Passenger counts below minimum may result in cancellation of the tour or adjustment of per person price****

Terms & Conditions of this Tour Agreement between Elite Coach and Client:

Group Leader Comp Policy: ONE (1) complimentary tour package after 35 paid passengers and TWO (2) complimentary tour packages after 45 paid passengers.

Group Name: Traditions of E. Petersburg
Destination: Penn's Cave/Mt. Nittany Winery
Tour Date: Saturday, June 15, 2024

Charter #: 185136

Confirmation Policy: In order to confirm this tour, a signed copy of this Agreement must be received within 14 business days of receipt. Please sign and return a copy to jodi@elitecoach.com or mail to **Elite Coach, 1685 W. Main Street, Ephrata PA 17522.**

Deposit(s) and Final payment – CHECK made payable to: ELITE COACH

A 3% service charge will be added to all Credit Card payments

- A 1st deposit of \$100 is due: 3/29/24 and is NON REFUNDABLE
- A 2nd deposit of \$100 is due: 4/6/24 and is refundable before: 5/27/24
(Additional deposits may be required subject to vendor's requirements)
- Rooming List is due: NA
- Meal Choices are due: NA
- Final Count is due: 4/26/24
- Final Payment is due: 5/3/24

Tour Cancellation Policy: In the event of a complete tour cancellation 31 days prior to departure, all monies paid by the Client will be refunded unless there are any agreed upon non-refundable deposits made to secure tour program components (such as admission tickets, show tickets, meal and lodging expenses, etc.)

Subject to Change: Due to any unforeseen circumstance, Elite Coach reserves the right to adjust tour schedules and substitute tour components such as transportation, restaurants, attractions and hotels with equal or better quality. Itinerary inclusions, timing, and pricing are subject to change without notice.

Additions: Any additional passengers added after final count due date are subject to availability of tour inclusions.

Client Acknowledgment: A signed tour agreement and deposit will confirm your reservations and acknowledge your acceptance of this agreement as well as receipt of, and agreement with, all terms stated in Attachment A.

 Group Leader

 Date

Group Name: Traditions of E. Petersburg
Destination: Penn's Cave/Mt. Nittany Winery
Tour Date: Saturday, June 15, 2024

Charter #: 185136



1685 West Main St., Ephrata, PA
 717-733-7710 800-722-6206
 Fax: 717-733-7710

ATTACHMENT A

GROUP TOUR SERVICE AGREEMENT GENERAL TERMS AND CONDITIONS

Tour cancellation: Passenger counts below the minimum number of passengers required to run a tour may result in cancellation of the tour or adjustments of the tour per person price.

Individual cancellations: Cancellations received after the Final Count & Payment Due Date will be subject to a \$20 per person per day cancellation fee, plus any non-refundable costs (such as admission tickets, show tickets, meal and lodging expenses, etc) incurred by Elite Coach in advance of the trip. No refunds will be made for cancellations received less than 7 days prior to departure. Any refunds given will be processed after the trip has been completed.

Trip cancellation/interruption Elite Coach is not responsible for lost fees or additional expenses resulting in trip cancellation or interruption due to illness or injury. We strongly recommend you consider purchasing trip insurance. We offer a trip protection plan upon request.

Statement of Responsibility: Elite Coach acts only as an agent for the group leader and therefore accepts no responsibility, in whole or part, for the faults or defaults of our vendors and/or persons who may be used to carry out the tour services. Neither do we accept responsibility for delays, loss, damage, injury to property or person due to mechanical defects or other cause, or for additional expenses incurred through sickness, weather, strikes, wars, quarantine, or other causes.

Arrival and Departure Times: Adherence to scheduled times is often subject to matters beyond our control. We do not guarantee any arrival or departure times. We will not violate traffic laws and will not be held responsible for any delays, changes of schedule, or loss(es) resulting directly or indirectly from and including, but not limited to: delays caused by acts of nature, authority of law, terrorism, war, accidents, breakdowns, road conditions, quarantine, perils of navigation, riots, strikes, work stoppages, weather conditions, and/or other conditions beyond the company's control.

Compliance with Laws: Elite Coach always puts your safety first. All itineraries must allow the driver and the company to comply with all Federal, State, and Local laws, regulations and ordinances. By U.S. Federal law, drivers are limited to: a) 15 hours on duty in any one day (including ½ hour driver preparation); and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. Upon reaching your destination, or once the drivers' available hours have been used, the driver must have a minimum of 8 consecutive hours off-duty. The Elite Coach sales staff will assist you in determining if your trip can be done with one driver, or if multiple drivers are required. If your itinerary requires the use of more than one driver, either the price of the tour will be adjusted or the itinerary must be changed to allow for only one driver. If traveling to Canada, hours of service regulations vary.

Gratuities: Tipping step-on guides and dining room staff is included when meals and guide services are part of your tour. Gratuities to drivers, though customary, are discretionary and are not included in the price unless otherwise specified in the agreement. If you wish to show your appreciation to your coach operator, gratuity may be awarded on a voluntary and individual basis. This practice is customary, but not obligatory. Recommended industry standard is \$2-\$3 per person per day. A gratuity is always appreciated for a job well done.

Safety: For safety reasons, we ask that passengers remain seated while the bus is in motion. The total number of passengers cannot exceed the seating capacity of the coach. Safety regulations require that the center aisle of the coach be kept clear at all times.

Supervision and Discipline: The chartering or group leader party is responsible for providing adequate supervision and discipline. If minors are traveling, a responsible adult must be aboard each bus. For your safety, your driver must devote his/her full attention to driving.

Lost or Damaged Items: Elite Coach is not responsible for any items left, lost, stolen, or damaged on the coach including, but not limited to, luggage, clothing, cell phones, jewelry, cash, cameras, packages, etc. The company assumes no risk for handling baggage and/or other passenger's property. If you believe you lost an item on an Elite Coach, please contact our office and we will attempt to locate it.

Luggage & Carry-ons: The chartering party may only bring luggage and other property in an amount that can be conveniently carried in the charter bus. We ask that each item not exceed 50 pounds. Items in excess of 50 pounds require advance notice.

Video & Music Policy: Videos with adult content are not permitted. Please refrain from showing videos with many loud noises as this is very distracting to the drivers. Elite Coach reserves the right to deny the chartering party use of video equipment on the coaches at anytime, for any reason. Audio and visual equipment on Elite Coach's motor coaches is provided as equipment only, free of charge. Elite Coach does not provide media of any type. No license to play copyrighted music or video productions is provided by Elite Coach. Any licenses, fees, or other grants and permissions necessary for playing copyrighted material is the sole responsibility of the Chartering Party/Lessee. Elite Coach is not responsible for loss or damage to any media played on the equipment we provide.

Amenities: Amenities on the coach such as radio, CD player, video player, PA system, restroom, etc. are provided as a service to our customers. Should a specific amenity be unavailable or inoperable, Elite Coach will not be liable for its availability or performance.

Cleaning: We work very hard to keep our coaches clean. Please help us by keeping the floor clear of trash and keeping drinks covered to avoid spills. Drivers will make every effort to have the coach cleaned and washrooms serviced on extended trips. Excessive vehicle cleaning charges may be billed to the customer.

Equipment Substitution: In case of mechanical difficulties or other causes of equipment not being available, Elite Coach reserves the right to substitute equipment from our fleet or equipment from other carriers to perform the service.

Smoking and Alcohol: Elite Coach prohibits smoking or the use of alcoholic beverages on our coaches.

Damages to the Vehicle: Any damage to the vehicle, inside or outside, caused by the chartering party will be charged to the chartering party.

Accommodations for the Disabled: Any group or passenger who requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us no later than 48 hours prior to the charter's departure.

Immigration Regulations: Proper I.D. is required to cross into Canada. You must either have a birth certificate with a raised seal and a proper photo I.D. or a current passport or visa. In addition to proof of citizenship, those admissible to Canada must not have a criminal record. This includes convictions for driving while intoxicated.

Please sign and return with your signed tour confirmation. Thank you!

Signature

Date