



# Music Celebrations International, L.L.C.

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## American Celebration of Music in Ireland

August 18, 2010

This Letter of Agreement, regarding travel and accommodation, as set forth below, is made by and between Music Celebrations International, L.L.C. ("MCI"), an Arizona Corporation, and the following client:

**Naperville Chorus**  
Mr. Peter Martinez, Director  
PO Box 51  
Naperville, IL 60566

**Itinerary**  
June 16 - 25, 2011  
8 Nights / 10 Days

### Pricing\*

Based on the number of passengers per motorcoach: *Per person in doubles:*

| 30-34<br>Participants | 35-39<br>Participants | 40-44<br>Participants | 45-49<br>Participants | Guaranteed Single<br>Supplement |
|-----------------------|-----------------------|-----------------------|-----------------------|---------------------------------|
| \$2,748.00            | \$2,632.00            | \$2,549.00            | \$2,485.00            | \$400.00                        |

We will reserve space for 46 passengers. Monthly statements are automatically adjusted as the group size increases or decreases. Any changes in total numbers may affect the price because it alters the number of participants per motorcoach. Tour cost is based on prices in effect on December 16, 2009, and is subject to change. Tour cost is based on cash/check group payments and subject to an increase if paid individually or by credit card. Every effort is made to minimize or eliminate any increase. If tour price increases more than 10% of total cost (excluding cost increases due to reduced numbers), group may cancel with full refund. \*Above prices do NOT include taxes, fuel surcharges and airline baggage fees.

Payment Schedule


With Registration Form: \$100 per person  
September 15, 2010: 15% of program cost  
November 15, 2010: 20% of program cost  
February 15, 2011: 25% of program cost  
April 15, 2011: Final Payment

Group and Individual  
Cancellation Penalty Schedule\*

July 1, 2010: \$100.00 per person  
October 15, 2010: 15% of total program cost  
December 15, 2010: 25% of total program cost  
March 15, 2011: 50% of total program cost  
April 20, 2011: 100% of total program cost  
\*Subject to Section 4 under Terms and Conditions

This Agreement is not deemed effective unless accepted by MCI, below, and is subject to the Terms and Conditions which follow and which are incorporated herein. No verbal representations or Agreements are binding unless included in writing with this Agreement. By signature below, Client acknowledges that it has read and understands the contents of this Agreement and agrees to be bound by the Terms and Conditions, including any Rules and Regulations of MCI which may be applicable.

ACCEPTANCE OF AGREEMENT: All of the terms of this contract are considered accepted by the group 30 days after MCI receives the first deposit, whether or not this Letter of Agreement is eventually signed by either party.

  
\_\_\_\_\_  
John P. Wiscombe, President  
Music Celebrations International, L.L.C.

\_\_\_\_\_  
Signature of Authorized Agent  
Naperville Chorus

\_\_\_\_\_  
Print Name and Title of Above

Date: \_\_\_\_\_

Date: 18-Aug-10

# Terms and Conditions

## 1. PAYMENT TERMS

**1.1 Payment.** Client shall pay MCI in accordance with the Payment Schedule as set forth in the Initial Terms on or before the due date set forth therein.

**1.2 Additional Deposits.** From time to time, additional deposits, over and above those set forth in the Payment Schedule, may be required to guarantee space or fares. These additional deposits shall be made by Client to MCI within thirty (30) days of request by MCI for payment of such additional deposits. The necessity of such additional deposits is to be determined by MCI in its sole discretion, after consultation with Client, and may result from such circumstances as traveling during peak periods, necessity for deposits due to the unique nature of the facilities, or any other purpose deemed appropriate by MCI.

**1.3 Failure to Make Payments.** In the event that the Client does not make payments (1) as set forth in the Payment Schedule, or (2) as additional deposits are requested by MCI, Client is in breach of this Agreement, it being understood by Client that MCI has expended time and resources to facilitate the Event and has reserved certain space or fares which MCI may be unable to reschedule. Upon any breach or default of this Agreement, by failure to make payments, or otherwise, Client is subject to the cancellation provisions set forth below and MCI is free to attempt to reschedule the space or fares. MCI may, in its sole and absolute discretion, allow the Client to remedy the breach by making the required payments or deposits, or by otherwise performing as required. However, Client agrees that all late payments, if accepted by MCI, will be charged a late fee of one and one-half percent (1 ½ %) of the unpaid balance per month.

## 2. DUTIES AND OBLIGATIONS OF MCI

The following duties and obligations, and exclusions, of MCI are the only such duties and obligations which are to be undertaken by MCI pursuant to this Agreement.

**2.1 Services Supplied by MCI.** As part of this Agreement, MCI agrees to supply the services and accommodations offered to the Client on the terms provided herein. MCI reserves the right to use any photos submitted to Create-a-Video for promotional purposes as it sees fit.

**2.2 Services Excluded by MCI.** All services and items not specifically included in the tour, as set forth above, are not covered by the Payment Schedule and must be paid by Client separately. These services and items include, but are not limited to, the following: tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions, and coach driver and guide/escort gratuities.

## 3. LIMITATIONS ON LIABILITY AND INDEMNIFICATION

**3.1 Limitation on Liability of MCI.** As to all services furnished by MCI, including air and motorcoach transportation, MCI, its agents and cooperating organizations expressly disclaim all responsibility and/or liability of any nature for loss, damage or injury to property or person due to any cause whatsoever occurring during a tour under their management, except the gross negligence of MCI, its agents or cooperating organizations. All tickets, coupons and orders are issued subject to the foregoing and to the terms and conditions under which transportation and/or other services provided hereby are offered and/or supplied.

**3.2 Client's Indemnification.** Client shall hold MCI harmless from, indemnify and defend MCI against any and all claims or liability for any injury (including death) or damage to any person or property whatsoever occurring during the tour, or any part thereof, when such injury or damage has been caused in part or in whole by the act, neglect, fault, or omission of Client, its agents, servants, employees, or invitees. The provisions of this Paragraph shall survive the expiration or termination of this Agreement with respect to any claims or liability occurring prior to such expiration or termination.

## 4. CANCELLATION

Client shall be entitled to cancel this Agreement only upon the terms set forth in this Section.

**4.1 Cancellation Schedule.** Subject to the terms of the remainder of this Section, and provided that Client has made all payments required under the Payment Schedule set forth in the Initial Terms, Client may cancel this Agreement by providing written notice of the cancellation to MCI in accordance with this Agreement. Upon providing such notice, Client is entitled to return of deposits, if any, in accordance with the Cancellation Schedule set forth in the Initial Terms.

**4.2 Limitations on Cancellation.** Notwithstanding the provisions of the preceding Section, upon providing notice of cancellation to MCI, Client shall not be entitled to refund of deposits which have been used by MCI to reserve space or fares if the deposits for space or fares are non-refundable to MCI from the providers. Further, in the event that the payments made by Client are less than the amounts paid by MCI to reserve space or fares which are non-refundable to MCI, Client shall not receive any funds pursuant to the Cancellation Schedule and shall remain liable to MCI for the amount which is the difference between Client's payments and the amount which is non-refundable to MCI. Client shall remain liable to MCI for any actual damages to MCI resulting from Client's cancellation of the Agreement.

## 5. RULES AND REGULATIONS

Client agrees to abide by all Rules and Regulations of MCI, if any, a copy of which has been furnished to Client. Failure of Client to comply with the Rules and Regulations shall constitute a default under this Agreement.

## 6. DEFAULT AND CANCELLATION

Client may be deemed to be in default under this Agreement for occurrence, but not limited to, any of the following:

- (a) Failure to pay the payments when due;
- (b) Violation of any provision of the rules and regulations of MCI;
- (c) Failure to communicate or cooperate with MCI in arranging the tour as set forth in this Agreement.

Upon any breach or default of this Agreement, by failure to make the Final Payment, or otherwise, Client is subject to the cancellation provisions herein and MCI is free to attempt to reschedule the space or fares. MCI may, in its sole and absolute discretion, allow the Client to remedy the breach by making any payment, or by otherwise performing as required.

## 7. JURISDICTION AND GOVERNING LAW

Any dispute regarding formation, performance or breach of this Agreement shall be resolved in the Superior Court of Maricopa County, Arizona, and the parties, including Client, agree to submit to the jurisdiction of that Court. Client specifically agrees that all disputes arising from or interpretations of this Agreement shall be resolved in accordance with Arizona law.

## 8. ATTORNEY'S FEES

In the event of any legal action or proceeding brought by either party against the other arising out of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys' fees incurred in such action and such amount shall be included in any judgment rendered in such proceeding.

## 9. WAIVER

No waiver by MCI of any provision of this Agreement or of any breach by Client hereunder shall be deemed to be a waiver of any other provision hereof, or of any subsequent breach by Client of the same or any other provision. MCI's consent to or approval of any act by Client requiring MCI's consent or approval shall not be deemed to render unnecessary the obtaining of MCI's consent to or approval of any subsequent act of Client.

## 10. NOTICES

All notices, demands or other communications in this Agreement provided to be given, made or sent by either party to the other shall be deemed to have been duly given, made or sent when made in writing and deposited in the United States mail, certified or registered, postage prepaid, and addressed to the respective party at the appropriate address set forth in the Initial Terms.

## 11. INTEGRATION AND AMENDMENTS

The provision of this Agreement, including these Terms and Conditions and any Rules and Regulations of MCI, supersedes any oral or written agreement between the parties, and any such oral or written agreement is hereby integrated into this Agreement. Specifically, any information found in any advertising brochure is hereby superseded by this Agreement. Any amendment to or revision of this Agreement must be in writing and signed by both parties.

## 12. ACTS OF GOD

If the tour is canceled by reason of any Act of God, such as war, labor dispute, martial law, state of emergency, earthquake, or the like, Client shall have the option of (1) taking a refund pursuant to the provisions for cancellation above, or (2) selecting an alternate program through MCI.

## 13. TRAVEL CONDITIONS

**13.1 Hotels.** Hotels utilized are superior tourist-class hotels. Doubles are requested unless otherwise advised by the Director. Each room has private facilities, including shower or bath. A supplement surcharge is applicable to participants in single accommodations. The free trips earned for the group leaders will be in twin occupancy rooms.

**13.2 Fluctuations, Substitutions with group.** Substitutions are allowed subject to the terms of the airline contract. The addition of a new person is charged at the best price available at that time with all efforts being made by MCI to keep the new person at the group rate. A cancellation penalty may apply for reduction in numbers greater than 20%.

**13.3 Rooming List and Late Changes.** Rooming lists must be received by MCI no later than 45 days prior to departure. Late changes in the rooming list, including name changes, additions and deletions are subject to a "late change" penalty of \$25.00 per person. This charge covers the costs of administrative expenses, long distance telephone calls, over-night mail charges, etc.

**13.4 Flight Arrangements:** Flights to be provided by scheduled I.A.T.A. carriers with the routing and scheduling at the discretion of MCI.

Tour price is based on mid-week travel and air fare in effect on December 16, 2009, flying round trip from Chicago, IL. Any increase in air fare is borne by the participant. Price does not include taxes, fuel surcharges and airline baggage fees.

The operators providing transportation are not to be held responsible for any act, omission or event during the time that passengers are not on board their aircraft or conveyances. Tour participants agree that MCI has no responsibility or liability of any nature whatsoever for loss, damage, or injury to property or person resulting from the provision of air or motorcoach transportation.

The price of a vacant seat and the cost of segments of the program lost due to missing scheduled departure or absences during the tour cannot be refunded. If a flight or transfer by motorcoach or train is missed, the participant is responsible to make arrangements for and to pay the cost of rejoining the group.

**13.5 Not Included in Tour.** Items not specifically included in the tour are not covered in the price of the tour. These items include: tips to local guides, meals or beverages other than those noted, expenses of a personal nature such as laundry, telephone, valet, etc., portage for hand-carried luggage, passport and visa fees, free time activities and optional excursions, coach driver and guide/escort gratuities, airline taxes, fuel surcharges and baggage fees.

**13.6 Special Equipment and Excess Luggage Needs.** Special technical equipment (including musical instruments) above normal luggage capacity and the transportation for such equipment is not included in this price. Any piece of luggage/equipment over 50 pounds or exceeding 62 inches (length+ width + height) is subject to excess charges.