

2012 HOTEL PACKAGE PARTICIPANT AGREEMENT

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 or www.StudentBreaks.com. Student Breaks, 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 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. 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 \$40 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 7-10 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.

TAXES/FEES: All 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). 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 \$50 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 Minors (under 18 years of age) traveling MUST possess a letter of consent signed by one parent & return it to us prior to travel.

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 \$20/person, 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. Travel Protection Plan Policy available at www.studentbreaks.com.

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 supersedes 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.

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 \$29/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 charge a \$50/person refundable damage deposit due at check-in except The Summit. The Summit charges a non-refundable \$10/person damage waiver fee at check-in that provides coverage for accidental damages (up to \$600) for damages reported prior to check out. A valid credit card will 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 40 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.

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, 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 alternate accommodations and will not receive any refund for the remaining portion of the trip/accommodations.

RESPONSIBILITY: SB arranges with other third party suppliers to provide ALL the services listed in the brochure/website. SB and its agents act solely as agents for the hotels and other establishments in providing 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 or other package features if they leave the tour, regardless of reason.

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 1-850-233-9400. Updated: 01/03/2011

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

GUEST NAMES FOR THIS RESERVATION

Printed Name	Date of Birth	Signature
1. _____	_____	_____
2. _____	_____	_____
3. _____	_____	_____
4. _____	_____	_____
5. _____	_____	_____
6. _____	_____	_____
7. _____	_____	_____
8. _____	_____	_____
9. _____	_____	_____
10. _____	_____	_____

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

**Please complete & return via US Mail, fax to 850-254-1934 or email to info@studentbreaks.com
Student Breaks, PO Box 9554, Panama City Beach FL 32417**