

Please read the agreement that Sacramento Valley Chorus has signed with Historic Productions on behalf of the participates of the Pearl Harbor Tour. By going on this tour, you agree to these terms.

PLEASE READ THE INFORMATION, FILL OUT THE QUESTIONAIRE linked at the bottom.

EVENT SUBSTITUTION

Due to circumstances beyond the direct control of either the Historic Productions or the Sacramento Valley Chorus, the Sacramento Valley Chorus was not able to participate in the 2020 Pearl Harbor Memorial Parade and Musical Salute to the Veterans (the "Prior Event") and agrees to instead participate in the 2021 Pearl Harbor Memorial Parade and Musical Salute to the Veterans (the "Event"). The Parties hereby mutually terminate any prior agreement regarding the Prior Event.

PRICE:

2021 INCLUSIONS - PRICING - PAYMENT SCHEDULE - CANCELATION SCHEDULE

5 Davs and 4 Nights – \$1149

(Supplement Charges: Triple \$95 Double \$260 Single \$790)

INCLUSIONS

- · 4 nights at Waikiki Hotel (4/room supplements above)
- Hawaiian Flower lei greeting
- All Transfers by Motor Coach
- 4 Breakfasts
- 2 Dinners (PCC or Luau) and post Parade Picnic
- Island Tour
- Pearl Harbor Memorial Parade
- Pearl Harbor tour
- · Polynesian Cultural Center or Island Luau
- Fulltime local escort
- Director's Free Trip (based on double)
- All tips, taxes and gratuities (except bus drivers)
- Financial security (\$2,000,000 liability policy)

SVC Participant Payment Schedule

\$400 per person - April 15. 2021 \$400 per person - July 15, 2021 Balance Due – September 15th

> Please make payments to: Sacramento Valley Chorus PO Box 601912 Sacramento, CA 95860

OR Venmo or PayPal

Memo: SVC HP Tour

Cancelation Schedule

\$400 per person if cancelation occurs between March 8, 2021 to August 1, 2021

50% of tour cost applies from August 2, 2021 to November 1, 2021

100% of tour cost applies if cancellation occurs after November 2, 2021

The price of the performance tour is based on rates in effect on March 8, 2021 and does not include airline transportation. Space is reserved for the current number of 50 participants. The package price listed is subject to increase for groups with less than 50 paying participants. Statements are adjusted as the group size increases or decreases reflecting rate changes caused by changing the number of participants. Rates of hotel, food cost, transportation cost, etc. are based on your total number traveling. We rely on you to keep us informed as these numbers change.

PAYMENT SCHEDULE:

HISTORIC PRODUCTIONS has agreed on a deposit schedule with suppliers in your behalf, to provide the experience you expect at the price we have agreed upon. Prices and services are guaranteed only on the condition that deposits are received from you in accordance with the payment schedule above, and are otherwise subject to change. If you anticipate any delays, it is important to contact HISTORIC PRODUCTIONS immediately. Invoices will be sent regularly to remind you of payment amounts and due dates. Final payments received within 30 days of departure are subject to a \$500 late fee.

CANCELLATION SCHEDULE:

Deposits to suppliers, including hotels, bear cancellation penalties in their contracts with HISTORIC PRODUCTIONS. These cancellation penalties and certain administrative expenses result in cancellation penalties as indicated above. The percentages indicated are the percentages of gross billing. Cancellations must be made in writing and are effective on the date of receipt by HISTORIC PRODUCTIONS. The cancellation schedule applies unless modifications are authorized in writing by HISTORIC PRODUCTIONS management.

SUBSTITUTIONS AND CHANGES IN GROUP SIZE:

Substitutions will be allowed up to and including 30 days prior to departure at no additional charge. 120 Days prior to departure a name list including all travelers must be submitted to HISTORIC PRODUCTIONS this will certify the number for billing. In the event this name list is not received by HISTORIC PRODUCTIONS then the last number submitted to HISTORIC PRODUCTIONS in writing will be the number certified for billing. The cancellation of any member of the group who has canceled or will cancel on or after March 8, 2021 will follow the cancellation schedule above. The addition of a new participant will be treated as a substitution for any canceled members of the group, up to and including the current group participant number of 50. Any additions after that point will be charged at the best price available at the time with all efforts being made by HISTORIC PRODUCTIONS to keep the new participant at the group rate. Any changes (i.e. participant numbers, rooming lists, name changes, itinerary adjustments, etc.) within 14 days of the event will be subject to a \$25 administration charge.

AIRLINES AND SPECIAL EQUIPMENT:

In the event your air transportation is booked through HISTORIC PRODUCTIONS events additional deposits, fees and terms may be required to meet requirements of the Airline. In the event additional fees are incurred, including but not limited to baggage fees, security fees, fuel surcharges and additional taxes these will be passed through to the customer. Airlines have strict regulations on the transport of oversized or overweight equipment. Transportation of equipment, including musical instruments, above normal luggage capacity of the airline and/or motor coach and the transportation for such equipment is not included in the price of the performance tour unless specifically stated in the list of "Tour Inclusions." Transportation of such equipment should be considered separately. In the event of a flight disruption, the airline bears responsibility to re-accommodate the passenger. Responsibility for resolution remains with the airline and the passenger. Any cost associated with adjusting the land tour schedule will be passed along to the participant. Participants are encouraged to obtain travel insurance to protect them against expenses incurred by unforeseeable travel disruption.

OTHER INFORMATION:

Capital Management Group, Inc., HISTORIC PRODUCTIONS, LLC and its and their employees, shareholders, subsidiaries, affiliates, officers, directors, agents and assigns (collectively "AMS") does not own or operate any entity which is to or does provide goods or services for your trip, including, for example, lodging facilities, transportation companies, local ground handlers, food service or entertainment providers, etc. As a result, HISTORIC PRODUCTIONS is not liable for any negligent or willful act or failure to act of any such person, or any other third party not under its control. Without limiting the foregoing, HISTORIC PRODUCTIONS accepts no responsibility for any risk or resulting injury, delay, inconvenience, damage, cancellation, or death which results from criminal activity, weather or other acts of God, accidents, disease, epidemics, illness, the provision of inappropriate or no medical attention, the demands of indoor or outdoor activities, strikes, political or civil unrest, overbooking, structural or other defective conditions in hotels or other lodging facilities, acts of terrorism, government actions, insurrection or revolt, or any other event beyond its direct control.

HISTORIC PRODUCTIONS in its sole discretion reserves the right to decline to accept any participant as a member of these trips. HISTORIC PRODUCTIONS reserves the right in its sole discretion to terminated any participant who does not abide by its rules and regulations, an/or whose conduct is deemed to be such as to endanger the participant, the success

of the program or the welfare of other participants, staff members and/or third parties. In the event of such termination, the participant will be sent home at the expense of transporting the participant home shall be determined exclusively by HISTORIC PRODUCTIONS. In the event of such termination, there will be no refund whatsoever. The participant is personally liable to HISTORIC PRODUCTIONS for any damages caused by improper conduct. Each participant agrees to be video taped and/or photographed and authorizes HISTORIC PRODUCTIONS to use such material in any advertising in any form, and releases HISTORIC PRODUCTIONS form any claims for compensation based on the use of such material.

HISTORIC PRODUCTIONS may cancel any trip because of insufficient enrollment or for any other reason. In the event a trip is canceled by HISTORIC PRODUCTIONS, the participant shall have the option of either taking a complete refund of all deposits, and moneys paid, or of selecting an alternated program as full compensation. If the Event is cancelled or delayed due to weather, accidents, acts of God, acts of government, illness, pandemics, terrorism, or any other action outside of HISTORIC PRODUCTIONS'S control, HISTORIC PRODUCTIONS will have no obligation to provide any refund or alternate program. The terms forth in this agreement supersede any oral or written agreement or any information that may be found on the brochures, any amendment to this agreement must be made in writing and signed by both parties. In no event will HISTORIC PRODUCTIONS'S liability under this Agreement exceed the amount paid by you to HISTORIC PRODUCTIONS prior to the date on which liability arose.

No refunds can be granted for features in the trip not utilized. The cost of replacing lost or stolen tickets is the responsibility of the passenger. If a flight or transfer by motorcoach or train is missed, participant is responsible to make his or her own arrangements and to pay all charges associated therewith.

You hereby waive any right to assert any claim that has arisen or may arise from your agreement to participate in the Prior Event. You hereby release Capital Management Group, Inc., its subsidiaries, affiliates, officers, shareholders, directors, executives, agents, and employees of any and all liability associated with the Prior Event and your agreement to participate in the same.

ARBITRATION

Any dispute concerning this contract, the brochure or any other advertising material concerning the trip or the trip itself must be resolved exclusively by binding arbitration in Maricopa County, Arizona pursuant to the commercial rules of the American Arbitration Association then existent. In any such arbitration, substantive Arizona law will apply to all issues.

Click the link below to complete the fillable form:

Sacramento Valley Chorus Program Agreement 2021

This form needs to be completed to be able to participate, please do so by 4-1-2021