

## Eaken Piano Trio Application/Contract 2010 Concert Tour

Please Type or Print

Last Name	First Name	M.I.
Street Address	City, State	Zipcode
Telephone	Date of Birth	Age
U.S. Citizen: yes / no (circle one)		
Sex: Male / Female (circle one)		
Email address	Name of Parent/Guardian	
School Attending	Instrument and Brand	Serial Number

**Do you have any special allergies or health problems? Please circle: YES NO**

**If you have been treated for a special health disorder, please explain on a separate sheet.**

**The Eaken Piano Trio and our provider Encore China reserves the right to exclude passengers who are physically or mentally unfit for long trips.**

The Eaken Piano Trio and Encore China is pleased to provide the Performance Tour in China according to the following:

Tuition:	Trip Price	\$1998
	Round trip Air to China	\$1200
	(any increase in airfare above \$1200 will result in the assessment for the difference to each participant)	
	Prep Package	\$175
	<b>TOTAL</b>	<b>\$3373</b>

Add \$100.00 to Tuition Price for enrollment after November 16, 2009

**Tour Price Includes:** All Departure, Customs, Transportation Taxes, all group Airport and Hotel Transfers, round trip economy Air Transportation, all Entrance, Administrative and Registration fees, plus travel information. **ACCOMODATIONS:** Accommodations in 3 and 4 star hotels with air conditioning and private bath. Double occupancy with two beds. **DINING:** As outlined in the Itinerary.

**Prep Package:** Includes; Gratuities for all guides, tour directors and bus drivers, insurance, rehearsal expenses, transportation to and from the airport from the York or Harrisburg Area.

**Tour Price does not include:** Passport Fee and photos, Visa fee. All personal items (laundry, telephone calls, beverage or meal items not included in the prepared menus), a possible Fuel surcharge, if assessed by the air carrier.

**Payment Schedule:**

with application/contract	\$373
November 16, 2009	\$1000
February 1, 2010	\$1000
April 5, 2010	\$1000

**Cancellation Schedule:**

Prior to 11/16/09	\$75.00
11/16/09 through 1/31/10	\$1000.00
2/1/10 through 4/4/10	\$2000.00
4/5/10 through 5/24/10	\$3000.00
5/25/10 through Departure	Full tour price

When airfare is locked in, no refund on the airfare price will be issued. It is the responsibility of the ticket holder to work out credit with the airline. If The Eaken Trio or Encore China cancels due to lack of participation, a FULL refund will be issued.

Optional cancellation insurance available upon request.

Cancellations must be made in writing. The post mark date will determine the cancellation fee as stated in the schedule above.

**Late payment:** Payment in full must be received by April 5, 2010, as listed above. If payment is not paid in full by April 5, 2010, an additional \$100.00 fee will be assessed, payable 30 days prior to departure.

Forward all payments to: EAD Associates, 717 Market St. #316 Lemoyne, PA. 17043

\*checks only please, payable to EAD Associates

**Luggage:** Passengers may carry one piece, (up to 44 lbs., 29"x20"x10") of luggage free. One piece of carry-on luggage is permitted, which may not exceed (7.8"x11.7"x19.5") in size or 10 lbs. in weight. All excess luggage charges will be collected and paid at the airport

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by the individual tour members. Luggage is at "Owner's Risk" throughout the tour. The Eaken Piano Trio is not responsible for any loss or damage of luggage, musical instruments, or any other personal belongings.

Conditions:

A. Acceptance of any invited student for the 2010 Eaken Piano Trio Concert Tour, hereafter referred as EPT, will be on the condition that said student continues to display quality musicianship and exemplary character at all times prior to the tour departure date, as well as, during the tour. Therefore, EPT reserves the right to cancel the acceptance of any previously invited student who, in the sole and absolute discretion of EPT fails to display either the requisite quality musicianship or exemplary character at any time. IN connection, therewith, applicants are advised that opinions/reports from parents, teachers, and advisers will be given great weight by EPT in making said determination. The signatures of the participant and the participant's parent/guardian herein below signify their acknowledgment and acceptance of EPT's unqualified and discretionary power in making all cancellations/exclusion decisions and further constitutes a waiver by the participant and parent/guardian of any cause of action against EPT, its officers, directors, and employees for any claims in any way related to said cancellation/exclusion. In the event of any such exclusion of a student by EPT refunds will be made pursuant to the cancellation schedule listed above.

B. A dress and discipline code will be suggested in order to present the EPT Orchestra as well-groomed in appearance and disciplined in their actions. Tour members are expected to honor all rules and guidelines so issued. The EPT reserves the right to cancel the tour of any member for failure to do so, without any reimbursement.

C. Limited Liability: The EPT in its sole role as a tour organizer acts only as an agent for the various companies, owners or suppliers providing transportation, accommodation or other services related to the EPT tour. EPT assumes no responsibility for liability in connection with the service of any train, vessel, carriage, aircraft, motor or other conveyance which may be used wholly or in part in the performance of its duty to the passenger, neither will it be responsible for any act, error of omission or for any injury, loss, accident, delay or irregularity which may be occasioned by reason of any defect in any vehicle or though neglect or default of any hotel proprietor or service, or for any other person engaged in carrying out purpose for which tickets or coupons are issued.

EPT assumes no responsibility whatsoever for securing passports and visas nor for loss or stolen airline tickets or boarding passes. The cancellation policy applies without exception should a passenger not have a passport in his or her possession at the time of departure. In the case of a lost or stolen airline ticket, the passenger is responsible for replacement of said ticket at his or her own expense. Group insurance is available and certain insurance coverage is required of all participants on a group program with EPT. No group insurance coverage is available or in force for preexisting conditions. EPT disclaims all responsibility for any acts of terrorism committed en route or during any tour. These actions are beyond the control of EPT and EPT cannot absolutely guarantee that they will not occur. Further, EPT shall have the right, at any time in its discretion and without liability or cost therefore, to cancel any tour or the remainder thereof or make an alternation in route, accommodation, price and/or details in the event of any tour being rendered impossible or inadvisable by weather, strikes, war acts of terrorism, acts of God, governmental interference or any cause whatsoever that is beyond EPT's control. However, should an Official Travel Warning be issued by the U.S. State Department, indicating American should no travel to a particular country to which the participant is scheduled to travel, participants will be entitled to all monies retrievable from operators, owners and suppliers, less reasonable operating expenses occurring by EPT. EPT will make its best effort to secure an acceptable balance for each tour, but failure to achieve such is not grounds for participant cancellation without penalty. EPT assumes no responsibility whatsoever for loss of and/or damage of any instrument or equipment.

The signatures, herein below and on the Rules and Regulations attached hereto and incorporated herein as Expectations of the Parent/Guardian and the student hereby declare that they are familiar with the content of this contract and are fully cognizant of, and agree to be bound by, the conditions and objectives contained herein including those set forth in the Expectations.

Participant \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Parent/Guardian \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Authorized Signature for the Eaken Trio \_\_\_\_\_

By signing below, I hereby waive any and all claims against EPT and its agents or contractors, my local school, any staff members or counselors accompanying the group, their heirs or their estate, arising from any death, injury, loss, damage, accident, delay, irregularity or expense to person or property incurred from the sue of any vehicle or service, from strikes, war, acts or terrorism, weather, sickness, quarantine, government restrictions or regulations or arising from any acts of omission of any airline, railroad, bus company, sightseeing, hotel or any other service or transporting company, firm, individual or agency. I also agree that I will not hold EPT responsible for any loss or damage arising from any late or non-confirmation or acceptance or bookings and any loss or damage by delays.

Participant \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Parent/Guardian \_\_\_\_\_  
Signature \_\_\_\_\_ Print Name \_\_\_\_\_

Expectations

1. The purchase and/or use of alcoholic beverages, drugs or tobacco products are prohibited at any time during the tour.
2. Use of illegal drugs may result in fines, imprisonment and/or the termination of your trip. You are subject to the legal system of the country you are visiting.
3. Individuals must stay with the group. Refrain from going anywhere alone. Because you are in unfamiliar surroundings, you are unable to assess potentially unsafe situations.
4. Schedules are announced on a daily bases. You are expected to be in your room at the designated time in the evening and remain there until wake-up calls in the morning. You are not permitted to leave your room after bed check under any circumstances. In the event of an emergency, you will contact your chaperone.
5. Courteous and respectful behavior is expected at all times. Profanity is not permitted. You are a representative of your school, community, and the United States. Please represent yourself and the organization with dignity.
6. Participants in the tour are expected to be well-groomed and appropriately attired. Unacceptable attire includes: torn and ripped clothing, shirts with inappropriate messages, short shorts and bare midriff. On flight days, casual dress is required.

We have read and understood the regulations of The Eaken Piano Trio China Tour and will abide by these rules while on tour. Failure to follow these rules will result in appropriate disciplinary action. (Restriction of activities or privileges, a phone call home to parents or, in the case of alcohol or drugs, the possible termination of the trip.)

Signature of parent/guardian below shall serve as a release of The Eaken Trio, its staff, and employees, of any and all liability with a student's use of any controlled substances during the tour.

\_\_\_\_\_  
Signature of parent/guardian

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name of participant (printed)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of participant