



Performance Tour Application – Dobyns-Bennett HS

Tour Destination New York City, NY

Tour Number of Nights 5 Departure Date November 22, 2026 Return Date November 27, 2026

Organization Name City of Kingsport for its Dobyns-Bennett High School Marching Band

Address 415 Broad Street City Kingsport State TN Zip 37660

Day Phone (423) 378-8400 Cell Phone (423) 502-2279 Fax _____

Email lcook@k12k.com

Referred by _____

Director Lafe Cook Ensemble Director of Bands

Director _____ Ensemble _____

Assistant Director _____ Ensemble _____

Trip Coordinator/ Booster Member _____

Approximate Number of Travelers 542

I, on behalf of the above-listed organization/participants, agree to travel with Gateway Music Festivals & Tours, Inc. I have also signed the last page of this agreement indicating that I have read and accept the Terms and Conditions set forth by Gateway Music Festivals & Tours, Inc.

Director Signature _____ Date _____

Title Director of Bands

Administrator Signature _____ Date _____

Title _____

Enclosed:

☒ Completed and Signed Performance Tour Application

☐ \$1,000.00 Non-Refundable Application Fee (to be applied to the payment of the tour) – **WAIVED PER ANGIE WARNER**

☒ Signed "Terms and Conditions" (last page)

Mail to: Gateway Music Festivals & Tours, P.O. Box 1165, Monticello, MN 55362

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY RECORDER



Terms and Conditions

1. Application Fee: A non-refundable fee of \$1,000.00 must accompany this application. This amount will be credited to the payment of the tour before the final group payment. **-WAIVED PER ANGIE WARNER**

2. Continental U. S. Air Deposit \$50.00 per person air deposit due 11-12 months prior to departure
Hawaii/International Air Deposit \$100.00 per person minimum air deposit due 11-12 months prior to departure
May vary according to specific air contracts.

3. Continental U. S. Land Deposit \$50.00 per person land deposit due 11-12 months prior to departure
Hawaii/International Land Deposit \$100.00 per person land deposit due 11-12 months prior to departure

4. Payment Schedule: After the air and land deposits, the remaining balance is divided into four equal installments, to be paid 135/105/75/45 days prior to departure. Should the organization or vendors have a payment schedule with more than four installments or with modified dates that differ from the above that schedule will supersede the above schedule and will be displayed in your "My Gateway" account online. Services are subject to cancellation by Gateway Music Festivals & Tours, Inc. ("Gateway") if payments are not received by their due dates. If Gateway has not received payment in full 45 days prior to departure, Gateway reserves the right to cancel all arrangements and withhold all payments made. All payments must be made in United States currency. Checks should be made payable to "Gateway Music Festivals and Tours, Inc."

5. Air Price: Airfares quoted in proposals are estimated and cannot be confirmed until a deposit is paid and group seats are reserved. After group seats are reserved, additional seats on the group itinerary may be unavailable or available at a higher fare. Air taxes and fuel surcharges are subject to change until tickets are issued.

6. Land Price: Per person land prices are based on a specific number of passengers. If the number of passengers changes, the land price may change. International land prices are based on foreign exchange rates in effect on the date the proposal is sent. Land prices will be based on the final number of passengers and the foreign exchange rate at which Gateway made payments for the group's services and/or fees. Land prices are subject to vendor increases.

7. Air Cancellation Fees: All cancellation dates and penalty amounts will be displayed in your "My Gateway" account. Air cancellation schedules vary according to specific air contracts. When base airfare is confirmed, Gateway will submit the air cancellation and terms to the group leader and will be displayed in your "My Gateway" account. Up until 120 days prior to departure, if the entire group cancels, a flat air cancellation fee of \$1,000.00 will be assessed, plus any additional vendors' fees. Individual air deposits may be refundable until 120 days prior to departure, or may become immediately non-refundable upon receipt, according to specific air contracts. Tickets are normally issued 60 days prior to departure. Once tickets are issued, tickets are non-refundable and non-transferable. Should the organization or vendors have a cancellation schedule or additional fees that differ from Gateway's, they will be in addition to Gateway's schedule or amounts. All cancellation fees and schedules will be displayed in your "My Gateway" account online.

A ticket cancelled within 60 days is forfeited and the value may not be applied toward future travel. Name changes may or may not be possible for an additional fee, depending on your air contract.

8. Land Cancellations Fees: Up until 120 days prior to departure, individual land deposits are refundable with the exception of a flat land cancellation fee of \$1,000.00 if the entire group cancels, plus any additional vendors' fees. Vendors may assess fees in addition to Gateway's cancellation fees. In the case of an individual cancellation, if a replacement is found and the room block is not affected, cancellation fees may be reduced.

Land cancellation fees from 120 days until departure are as follows:

119 – 106 days:	25% of land cost
105 – 61 days:	50% of land cost
60 – 16 days:	75% of land cost
15 days – departure:	100% of land cost

9. Tour Cancellation or Postponement: The organization has the right to cancel or postpone the tour on behalf of all individuals. In the event the tour is cancelled or postponed by the organization, all individuals will be subject to the cancellation fees as set forth in the individual terms and conditions agreed-to on My Gateway.

10. Tour Refunds: If an individual cancels or an organization cancels on behalf of an individual that has made payments directly to Gateway, any or all applicable refunds will be refunded to the user listed on their individual "My Gateway" account. Payments that were made to the organization directly, will be refunded back to the organization.

11. New Passenger Fee: Each new passenger added to the group within 60 days of departure will be assessed a \$200.00 surcharge in addition to any vendor fees or rate increases incurred by Gateway. To confirm an additional passenger, Gateway must receive an updated rooming list and flight manifest.

12. Travel Protection Plan: Gateway strongly encourages an individual travel protection plan to protect against cancellation, baggage loss, and medical expenses. The cost is not included in the proposal and may be purchased through Gateway or a vendor of your choice.

13. Partial Land Packages: Gateway will not arrange partial land packages for individuals. All group passengers must purchase a full land package through Gateway. While on tour, individuals who have not purchased the full land package are not permitted to travel on the group motorcoach or to attend group activities or meals as part of your group's reservation. They may book their own arrangements that shadow your group but cannot be considered part of your group's reservation in any way. Passengers who have not purchased a land package through Gateway are not covered by Gateway's or our vendors' liability insurance.

14. Land Only Passengers: Passengers who choose to make their own individual air arrangements may purchase a Land Only package. If a land only passenger arrives or departs separately from the group's air schedule they will be physically and financially responsible for arranging their own transportation to meet up with the group, wherever the group may be in their itinerary, and for arranging their own return transportation to the airport for their return flight.

15. Airline Obligations: The services of any ARC or IATA member airline may be used in connection with this tour. The responsibilities of the designated carrier in the operation of this tour are limited to the air transportation involved. Your airline ticket constitutes a contract between yourself and the airline (and not Gateway) even if purchased through Gateway. Gateway is not liable for, and does not assume responsibility or accept claims with regard to, seat assignments, schedule changes, flight delays, name changes, flight changes, cancellation claims for a refund or reimbursement of airline ticket fees, loss or damage to baggage or death or injury to person or property, or any other loss or expense incurred by you for any reason whatsoever (including, without limitation to bankruptcy, insolvency, reorganization of a carrier or similar result from creditors) when purchasing or using the carriers services. You are subject to and limited by the terms of applicable tariffs imposed by the carrier or any applicable governmental agency, from time to time, in connection with your air travel. In the event that a flight is oversold and insufficient passengers volunteer to travel on another flight, air carriers reserve the right to rebook customers on another flight involuntarily. The airline will attempt to rebook passengers on the first available flight to the ticketed destination. If flights on that airline are unavailable, the airline will strive to provide comparable accommodations on another airline with which it has a ticketing agreement. Gateway is not liable or responsible for any such cancellations or the airline's failure to find an alternative flight.

Seat assignments cannot be requested through Gateway and will be assigned randomly by the airline. We cannot submit requests to the airlines as our requests are never guaranteed and rarely honored. You can request to have your seat changed through the airline at airport check-in and they will assist you, if possible.

Group air tickets can only be purchased in United States currency; they cannot be purchased with points, miles, vouchers, barter, or any other form of payment. Group air tickets cannot be upgraded with any form of payment, regardless of any status held by the individual passenger.

16. Air Deviations: A limited number of air deviations may or may not be allowed, depending on specific air contracts. Gateway charges a non-refundable deviation handling fee in addition to possible airline handling fees and airfare supplements.

17. Luggage: This proposal includes the cost of transporting one personal suitcase and one carry-on item per person via motorcoach. Regarding airline transportation, the cost of checked luggage and instruments are not included in your proposal unless you request an estimated total amount to be included in your package. Each airline also places restrictions on the linear inches and weight of checked and carry-on items. Group members are responsible to pay applicable oversized or overweight fees to the airline upon check-in as these are not included in your proposal. Group members are responsible for any lost personal property. Gateway and/or its staff are not responsible for locating or forwarding lost items.

18. Itinerary Changes: Participation in the program constitutes approval of the itinerary and program costs. Gateway shall have the right to alter, amend, or cancel programs and to make any adjustments to the program cost prior to departure in order to meet unanticipated contingencies, as Gateway shall determine in consultation with the organization's leadership. Such changes shall not be grounds for cancellation without penalty. Should conditions beyond the control of Gateway require that changes be made to the itinerary, Gateway will endeavor to provide, but shall not guarantee, alternate activities of an equal or higher value. Once the tour begins any changes in itinerary must be approved by Gateway. If any additional services are requested, Gateway must handle booking and must receive payment for said services within two weeks of the group's return date.



The organization has the right to make adjustments to the tour itinerary, inclusions, and terms and conditions on behalf of all passengers.

19. Gateway Tour Manager: Your Gateway Tour Manager will be responsible for the overall operation of the tour, ensuring that you receive all services listed on your Inclusions document. Tour Managers are not responsible for behavioral issues, chaperone duties, individual health issues, or anything else that distracts them from the entire group.

20. Behavioral Standards: Gateway shall have the right to enforce whatever rules and standards it deems reasonable with respect to the behavior of the participants traveling with Gateway. Such rules may include, without limitation, attendance at scheduled activities, curfew, dress standards, vulgar language, smoking, illegal drugs, and underage alcohol consumption. **Total cost of student transportation paid by the City of Kingsport is \$95,659.80 as shown on the attached invoice.**

21. Infants: Gateway must be notified of any children traveling under 2 years of age as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

22. Disabilities: Gateway must be notified of any disabled passengers as soon as they are recorded as a passenger so that we may attempt to make the appropriate arrangements.

23. Travel Documents: It is the sole responsibility of the organization and each participant to verify the validity of each participant's individual travel documents including, but not limited to, passports, visas, ETIAS, birth certificates, and REAL-ID compliant licenses. Gateway is not responsible for individual travel documents deemed invalid by authorities.

24. Dietary Needs: If you have any passengers with dietary restrictions or allergies Gateway must be notified upon registration on My Gateway. Gateway will notify the vendors of these needs but can not guarantee that all needs can be met by the vendors. Ultimately, it is the passenger's responsibility to always check to make sure that their restrictions are known for each meal and that they are eating something that follows their dietary needs. If the vendor is not able to provide an alternative, it is the passenger's responsibility to find and pay for a replacement.

25. Festival Participation: If your proposal includes participation in a music festival, we will keep you advised as to the status of that festival. Should there be an insufficient number of groups to operate a festival, Gateway reserves the right to convert your package to a performance tour.

26. Photography: **The organization does not consent and Gateway agrees not to take, process, publish or otherwise use photographs or videos of the advisor or the participants either alone or with others in any way.**

27. Events beyond Gateway's Control: Gateway shall not be responsible for, and Gateway and its officers, directors, employees and agents are hereby released from all claims arising out of, events beyond Gateway's control making it operationally impossible to proceed, or continue with, the tour because participants are unable or unwilling to travel, including, without limitation, acts of God, actual or threatened, war, terrorism or the threat thereof, insurrection, riots, civil action, decisions by governments or governing authority, governmental restrictions, technical or maintenance problems with transport, changes of schedules or operational decisions of air carriers, industrial action, strikes, natural or nuclear activity, epidemic, pandemic, illness, physical injury, quarantine, medical or customs or immigration regulation, delay, or cancellation, adverse weather conditions, fire, or for acts of omissions of persons or companies not controlled by Gateway, including, without limitations, air carriers, bus companies, railways, and hotels, and all similar events outside Gateway's control.

28. Health and Safety Measures: Gateway shall have the right, but not the duty, to take whatever actions it deems necessary in regard to the health and safety of any or all participants including, without limitation, obtaining medical treatment on their behalf and transporting them home for medical or other emergency reasons, at the expense of the participant or the parent/legal guardian of the participant. For student groups: a minor may not be left unattended at any time, and the organization, or the parent/legal guardian of the participant, is responsible to assign someone to be present at all times. In any case, the Gateway Tour Manager must remain with the group at all times.

29. Non-liability of City Officials and Employees: No member, official, or employee of the City or its Kingsport City Schools shall be personally liable to Gateway or any other party, including a third-party beneficiary, in the event any provision of the agreement is unenforceable; there is any default or breach by the City or its Kingsport City Schools; for any amount which may become due under the Terms and Conditions, or on any obligations under the Terms and Conditions.



30. **Governing Law and Forum Selection:** Pursuant to the Constitution and Laws of the State of Tennessee, City is a sovereign entity subject only to those courts with jurisdiction over City. If a dispute arises between the parties concerning any aspect of the Agreement, and it cannot be resolved by mutual agreement, any party may resort to resolution of the dispute by litigation in the state courts in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee, Northeastern Division. However, neither party shall be obligated to provide any type of pre-suit notice before initiating a cause of action. The parties waive their right to a jury trial. The parties agree and consent to the mandatory and exclusive venue and jurisdiction of the state court located in Kingsport, Tennessee or the Federal court for the Eastern District of Tennessee for any disputes, claims, or causes of action. Service of process on City shall comply with the Tennessee Rules of Civil Procedure or applicable federal rules, and City does not agree to any other service of process procedure.

31. **Change of Terms:** These Terms and Conditions shall not be modified or altered other than by written agreement executed by both parties.

Total cost of student transportation paid by the City of Kingsport is \$95,659.80 as shown on the attached invoice.

If you have any questions, please contact our office for clarification at 1-800-331-8579.

Please complete all information below:

I, the undersigned, have read and hereby accept these Terms and Conditions on behalf of the organization/participants.

Director Signature _____ Date _____

Title Director of Bands _____

Administrator Signature _____ Date _____

Title _____

APPROVED AS TO FORM:

ATTEST:

CITY ATTORNEY

CITY RECORDER