

## 2019 Kidz 'N the Park

Festival is designed especially for elementary, middle school and non-varsity high school groups with three person adjudicator panel, professional CD recording, and competitive or motivational evaluation.

### **Special 2019 Prices for Eligible Schools (Counties affected by Hurricane Harvey)**

#### Performance Dates and Locations

- May 17-18, 2019  
Mayde Creek High School

#### Festival Performance Only

**Register by October 31st and receive \$25.00 off each group's registration fee!**

- Elementary/Middle School: \$100 Registration Fee **plus \$11.95** Performance Fee per student.\*
- High School: \$100 Registration Fee **plus \$15.95** Performance Fee per student.\*

\*Regular performance fee \$19.95

#### Festival Add-Ons (Pricing per person and subject to change)

- Typhoon Texas Waterpark Admission with Meal - \$35.00\*  
(includes admission, hamburger meal, dessert, all day soft drinks, & FREE bus parking)  
\*Pricing only available for the following dates: May 14-19 & May 21-25)
- Schlitterbahn® Galveston Park Ticket - \$47.50
- Schlitterbahn® Signature Meal Band - \$15.00
- Space Center Houston - \$18.50
- Space Center Houston Meal Voucher - \$11.50
- Kemah® Boardwalk Package, includes Group Lunch, All Day Ride Pass & Stingray Exhibit - \$34.00
- Galveston Pleasure Pier, includes admission and All Day Ride Pass - \$31.50
- Galveston Pleasure Pier Meal Voucher - \$13.00
- Astros Baseball - (pricing pending availability)

School Name \_\_\_\_\_ Director \_\_\_\_\_

School Name \_\_\_\_\_  
 Mailing Address \_\_\_\_\_  
 City, State & Zip \_\_\_\_\_  
 Physical Address \_\_\_\_\_

\*If Different From Mailing Address

School Phone # \_\_\_\_\_ Ext. Or Office # \_\_\_\_\_  
 School Fax # \_\_\_\_\_ Best Time To Call \_\_\_\_\_  
 School Enrollment \_\_\_\_\_ UIL Classification \_\_\_\_\_  
 Director Name \_\_\_\_\_  
 Email \_\_\_\_\_ Cell Phone \_\_\_\_\_  
 Trip Coordinator \_\_\_\_\_ Phone Number \_\_\_\_\_  
 Email \_\_\_\_\_ Fax Number \_\_\_\_\_

**Estimated Attending Numbers**

Performing Students \_\_\_\_\_  
 Non-Performing Students \_\_\_\_\_  
 Directors & Other Adults \_\_\_\_\_

**Registration Fees**

\$100.00 for Each Performing Group  
 # of Performing Groups \_\_\_\_\_  
**Total Registration Fee** \_\_\_\_\_

Registration Fees are non-refundable and do not include the per person charge for the festival. Performance times are secured upon receipt of completed and signed registration forms along with the appropriate registration fee. Performance times may be adjusted by as much as one hour. You will be notified if it is necessary to adjust your schedule.

Choose One:  HS (9-12)  HS (9-10)  JHS (7-9)  MS (7-8)  MS(6,7,8)  Elementary  Special  
 Choose One:  Band  Choir  Orchestra

**Estimated Attending Numbers**

Group _____	Type _____
Estimated # in Group _____ Directed By _____	Adjudication Level: <input type="checkbox"/> Premier* <input type="checkbox"/> Encore**
Group _____	Type _____
Estimated # in Group _____ Directed By _____	Adjudication Level: <input type="checkbox"/> Premier* <input type="checkbox"/> Encore**
Group _____	Type _____
Estimated # in Group _____ Directed By _____	Adjudication Level: <input type="checkbox"/> Premier* <input type="checkbox"/> Encore**
Group _____	Type _____
Estimated # in Group _____ Directed By _____	Adjudication Level: <input type="checkbox"/> Premier* <input type="checkbox"/> Encore**

\*The AmClassSM Premier Option Critiques are offered from a substantial level of expectation appropriate to the age of performers and type of performing group. The standards for this option include refinement and mastery as determined by three qualified adjudicators with established expertise. Groups competing in the Premier Level are eligible for Best in Festival Award. Each group will perform three selections chosen by the director. Concert attire is appropriate and recommended.

\*\*The AmClassSM Encore Option provides an encouraging and informative experience focused on noting progress toward building a foundation of basic performance skills. Three qualified adjudicators with established expertise will offer comments designed to instruct and motivate the performers. Music (three selections) may come from any source. Concert attire is not required and casual dress is acceptable.

Non-Performing Students \_\_\_\_\_ # of Performing Groups \_\_\_\_\_

# American Classic Festival Agreement

## With No Pass - No Play Protection

Classic Music Festivals Inc. dba American Classic Tours and Music Festivals and the undersigned Client (Group) hereby enter into this agreement according to the following terms and conditions, including the terms, conditions and options selected on the attached festival options form which is a part of this agreement.

### 1. No Pass – No Play Protection

If individual reductions in registered numbers are shown to be due to No Pass – No Play, the following provisions will apply:

**1.1** 25% of recorded numbers as of 67 days prior to the Festival may be dropped with submission of properly signed drop form up to 7 days prior to festival attendance and the group is entitled to a 100% refund of Festival Performance Fees and refundable park tickets for those drops.

**1.2** 10% of recorded numbers as of 67 days prior to the Festival that include hotel services may be dropped with submission of a properly signed drop form up to 21 days prior to the Festival and the group is entitled to a 100% refund of the full package price for those drops upon receipt of any included, issued attraction tickets.

**1.3** Total drops under No Pass – No Play Protection cannot exceed 25% of registered numbers as of 67 days prior to the Festival with the first 10% of drops being applied to full package price according to 1.2 and the remaining 15% being applied to Festival Fees and refundable park tickets according to 1.1. If no hotel services are involved, the entire 25% drop allowance will be handled according to 1.1 above.

**1.4** Drops which exceed 25% of registered numbers as of 67 days prior to Festival, or occur after submission deadline, will be governed by the Cancellation/Reduction In Numbers policy shown below.

**1.5** In order to qualify for No Pass – No Play protection as described above, Client's account must be paid in full no later than 30 days prior to Festival. Properly completed drop form must be received prior to deadlines shown above and all refundable park tickets must be received in our offices within 7 days of Festival attendance.

### 2. Cancellation/Reduction in Numbers

All cancellations and changes in numbers must be submitted in writing and signed by Client (Group Director). A change form is provided by American Classic Tours and Music Festivals for this purpose and may be faxed to (210) 733-8190. Upon receipt of written confirmation, changes in numbers that are not covered by paragraph 1 above, performance group cancellation, and entire group cancellation will be handled as follows:

#### Time of Change

67 Days Or More Prior To Festival

45 to 66 Days Prior To Festival

31 to 44 Days Prior To Festival

0 to 30 Days Prior To Festival/No Show

#### Refund Schedule

100% Refund of performance fees. Registration fees are not refundable.

90% Refund of per person fees less non-refundable registration fees and \$100 per cancelled performing group.

50% Refund of per person package price less non-refundable registration fees and \$200 per cancelled performing group. Subject to ticket return if tickets are included in your base package price.

No Refund.

### 3. Add-on Services

Cancellation of additional items that are added to your festival package such as, but not limited to meals, additional entertainment and attractions, transportation etc. may be governed by the terms and conditions of separate agreements for those services. Requested add-on services that are not covered by the above cancellation policy will require a signed agreement stipulating cancellation considerations for those services. Additional contracted services therefore may not be covered by no pass - no play protection. Refundable amounts for those services will be covered by the terms of the add-on service agreement in lieu of the above schedule shown in paragraph 1 and 2.

### 4. Payment Schedule Requirements

Registration Fees are due with Festival Registration. These fees are non-refundable.

25% of estimated Festival Charges are due September 15 of year prior to your festival date or 30 days after registration whichever is later.

50% of estimated Festival Charges are due no later 90 days prior to your festival date.

75% of Festival Charges are due no later than 60 days prior to your festival date.

100% of Festival Charges are due no later than 30 days prior to your festival date.

Failure to meet the 100% payment deadline will result in forfeiture of no pass – no play protection covered in paragraph 1.

Failure to maintain payment schedule may result in festival cancellation.

When registering within 120 days of Festival, the percentage of payment as shown above will be required with registration.

### 5. Tickets for Attractions

All transactions relating to tickets must be accomplished in advance of Festival attendance. Tickets are normally shipped 21 days prior to festival date. Accounts not paid in full by 30 days in advance of festival will incur a \$25.00 handling charge and a \$25.00 rush shipping charge in order to ship tickets in a timely manner. Any tickets returned that are not covered under no pass-no play protection will result in a 15% handling charge that will be deducted from the refund amount. Returned tickets must be received in our office in San Antonio, Texas within 7 days of the festival. Tickets should be returned by certified mail, return receipt requested. American Classic is not responsible for lost tickets. Tickets must be intact, undamaged, and unused. Extra souvenir patches must be returned with tickets if included in the ticket price. Failure to return patches will result in a charge of \$1.00 per patch not returned with unused tickets

### 6. General

**6.1** This Agreement shall be governed in all respects and aspects by the laws of the State of Texas, and the parties hereby agree that any legal action concerning this agreement shall be brought in a court of competent jurisdiction, in Bexar County, Texas. If counsel is required to enforce the terms of this agreement and/or corollary agreements, the prevailing party shall be entitled to recover reasonable attorney fees and costs.

American Classic Tours & Music Festivals Agreement

Client (Group) \_\_\_\_\_

American Classic \_\_\_\_\_

6.2 If any word or provision of this Agreement, or its application to any circumstance or person, is invalid or unenforceable, the remainder of this Agreement or the application of those provisions to other circumstances or persons shall not be affected thereby.

6.3 This Agreement and the attachments hereto, contain the entire Agreement of the parties and there are no representations, inducements, promises, agreements, arrangements or undertakings, oral or written, between the parties other than those set forth and duly executed in writing. No agreement of any kind shall be binding upon either party unless and until the same has been made in writing and duly executed by both parties. This agreement shall not be modified or amended except by written agreement executed by both parties.

6.4 The parties have reviewed this Agreement in its entirety and acknowledge that each has had a full opportunity to negotiate the Agreement's terms. Therefore, the parties expressly waive any and all applicable common law and statutory rules of construction that any provision of this Agreement should be construed against the Agreement's drafter, and agree and affirm that the Agreement and all provisions thereof shall be construed as a whole, according to the fair meaning of the language used.

6.5 Failure to insist upon strict compliance with any of the terms, covenants and conditions hereof shall not be deemed a waiver of such terms, covenants and conditions, nor shall any waiver or relinquishment of any right or power hereunder at any one or more times be deemed a waiver or relinquishment of such right or power at any other time or times. No waiver shall be valid unless in writing and signed by all parties.

6.6 The captions of each section are added as a matter of convenience only and shall be considered of no effect in the construction of any provision of this Agreement.

6.7 This Agreement may be executed by facsimile and/or in any number of counterparts, any or all of which may contain the signatures of less than all the parties, and all of which shall be construed together as but a single instrument and shall be binding on the parties as though originally executed on one originally executed document. All facsimile counterparts shall be promptly followed with delivery of original executed counterparts.

6.8 The attached festival package option form is incorporated into and is a part of this Agreement.

**7. Liability and Responsibility**

7.1 American Classic Tours and Music Festivals shall not be held liable, in whole or part, for any damage or injury to persons or property, including damages arising from acts of negligence by any vendor or member of a group at the festival unless caused by the gross negligence of American Classic Tours and Music Festivals. The Client (Group) accepts responsibility for all property or monetary damages caused by its members to the festival facilities, equipment, hotels, or other property.

7.2 American Classic Tours and Music Festivals shall not be responsible for events beyond its control, such as, without limitation, acts of God, strikes, acts of war or terrorism, government restrictions, or for acts or omissions of persons or companies not controlled by American Classic Tours and Music Festivals, such as without limitation, air carriers, bus companies, railways, amusement parks, food vendors, lodging vendors, school administrations, state or federal agencies. Classic Music Festivals Inc., and its officers, directors, employees, and agents are hereby released from all claims arising out of such events, acts or missions.

7.3 The undersigned, duly appointed and authorized representative of Client (Group), has the authority to enter into this contract and has read and understands this contract and has had the opportunity to negotiate all terms and conditions herein, and Client (Group) accepts the terms as written. The undersigned representative takes full responsibility for communicating this information to all student members of Client (Group) and their parents or legal guardians, and other members of the Client (Group) and understands that all participants of Client (Group), and the parents and legal guardians of minor participants are bound by this agreement should they choose to participate in the Client (Group) activities covered by this agreement.

7.4 This Agreement shall become effective upon execution by the parties. The Parties have duly executed this Agreement by their signatures below.

**Client (Group)**

School: \_\_\_\_\_

Director Name: \_\_\_\_\_

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

By checking this box, I agree to the terms as outlined above.

**American Classic Tours & Music Festivals**

Name: \_\_\_\_\_

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

Click this button to submit your registration by email, ONLY if you are using Acrobat Reader/Writer, otherwise please print your Registration Form now and submit via fax, scan, or mail.



**American Classic Tours and Music Festivals**

85 NE Loop 410, Ste. 616, San Antonio, TX 78216

Toll Free: (800) • 733-8384 • Local: (210) 733-8167 • Fax: (210) 733-8190

**Email to [registrations@amclass.com](mailto:registrations@amclass.com)**

Registration forms can also be faxed or mailed.