

# PERFORMANCE CONTRACT AND GENERAL RULES AND CONDITIONS OF THE LIONS OF MICHIGAN ALL-STATE BAND PROGRAM

Each member of the Lions of Michigan All-State Band (herein referred to as LMASB) must agree to abide by the following General Rules and Conditions, established by the Lions of Michigan. It must be fully understood that violation of these rules can result in dismissal from the band.

## GENERAL RULES

**AUTHORITY:** The CEO of the LMASB, under the direction of the board of directors, is vested with full power and authority over the organization, including appointments and discipline of the Lions of Michigan All-State Band.

**REHEARSALS:** Attendance is required at all scheduled rehearsals. Band members are expected to come to rehearsals fully prepared and equipped. Limited excused absences are permitted, subject to prior contact with the Music Director. Failure to attend a rehearsal without appropriate contact and release by the Director may be subject to disciplinary action.

**ABSENCES:** Band members are responsible first to their own school band program. Therefore, the Director may excuse absences for this reason if proper contact is made. In the event of a true emergency, parents are asked to contact the Music Director immediately. See *Orientation and Information* for complete information regarding absences.

**EQUIPMENT:** Band members are responsible for the proper care and use of LMASB property issued to them. Members will be held personally liable for any damage to or loss of LMASB issued equipment.

**CONDUCT:** Band members are expected to maintain a professional manner in thought, word and deed. Likewise, they are expected to be personally responsible for their actions and completion of tasks and duties assigned. They represent themselves, their families, their school, state, nation, and the Lions Clubs of Michigan. The following behaviors, whether specific or in intent, shall be considered violations of this Performance Contract and can result in severe levels of discipline, including dismissal.

- Willfully leaving the group without permission.
- Band members of the opposite sex occupying the same hotel room or dorm room at the same time.
- Use of tobacco products.
- Use and/or possession of intoxicating beverages or controlled substances (drugs).
- Engaging in sexual misconduct.
- Violating laws, including shoplifting or stealing from other band members or staff.

- Flagrant disruption, disrespect or fighting.
- Flagrant disregard for authority.

**DISCIPLINARY ACTION:** In the event that any of the above rules are violated, the band member will be subject to disciplinary action. These include (in order of application):

The Music Director and Band CEO will investigate, confer with witnesses and make decisions regarding the rule violation.

Parent or guardian of the band member will be contacted. Band member will be dismissed from the band immediately (or as soon as physically possible).

Band member will be returned home at the expense of the parents or guardian.

All tour fees will be forfeited.

**INSURANCE:** Each band member must secure and provide written proof of hospitalization and medical insurance for the duration of the LMASB experience.

**TOUR COST:** **Individual band members are responsible for making tour payments when due.** If contributions from other sources are made in the member's name, they will offset the member's own payments. When all accountings are complete, excess payments made by the member will be refunded to the member.

**VIDEO:** Band members authorize the LMASB to record their image on videotape for promotion of the band and for production of a commemorative videotape to be distributed to each band participant.

## INCLUDED IN THE PROGRAM

The tour cost is based on agreements, tariffs and taxes in effect. The total cost varies according to the destination and length of the tour. The following services are included in the tour cost:

**TRANSPORTATION:** Includes round trip transportation from the Michigan departure city and all scheduled program activities during the tour using air, rail, ship, chartered bus or motor coach transportation.

**ACCOMMODATIONS:** Carefully selected hotel or university accommodations will be used. Whenever possible, rooms with private baths or showers and toilets will be furnished.

**MEALS:** Three meals per day will be provided while on tour, including the pre-tour band camp. Lunch and dinner will be provided on Saturday of rehearsal weekends.

**TRANSFERS:** By chartered bus or motor coach from airports, piers, stations, or other terminals to accommodations, meetings and scheduled events.

**TIPS AND TAXES:** All tips and taxes (including airport taxes) levied by hotels, restaurants, and local governments are included. Additionally, tips to guides and drivers are included.

**OTHER:** Band members are provided one (1) travel Uniforms (shirt and shorts), one polo, a DVD with tour highlights, a souvenir pin, a Lions parade patch, and a certificate of participation.

**VISA FEES:** Where applicable, visa fees and charges are included. Following acceptance to the band, participants will receive information regarding necessary visas.

**BAGGAGE:** Participants are responsible for their own carry-on luggage. In certain situations, it may be necessary for participants to handle all of their own luggage.

**INSURANCE:** Health insurance coverage is required for each participant, but is not included in the cost of the program. Trip cancellation and baggage loss insurance coverage are recommended but not included. Your local insurance agent or the band's travel agent can furnish details upon request.

### **NOT INCLUDED IN THE PROGRAM**

**PASSPORT:** A valid US passport is required for Participation in international tours. **The cost of the passport is not included in the tour cost.**

**TRANSPORTATION WITHIN MICHIGAN:** The cost of round trip transportation from the participant's home to the departure city is not included in the program cost.

In addition to the items mentioned above, the tour cost does not include portage or handling charges for carry-on luggage, assessments for overweight luggage or any baggage charged as excess (exceeding one suitcase and one piece of hand luggage per participant), cost of beverages and snacks not on regular meal menus, telephone and/or cable charges, laundry expenses, personal tips, or items of a purely personal nature.

### **TERMS AND RESPONSIBILITY**

**DEPOSITS AND PAYMENTS:** Students are responsible for payment of their own tour fees. **After acceptance into the band, payments are due on December 15, 2018; January 15, 2018; February 15, 2018; March 15, 2018; April 15, 2018; and May 15, 2018.** If Lions Clubs, businesses, individuals, or other organizations contribute funds directly to

a student's account, those amounts can be deducted from the payment amount.

Only cashier's checks, money orders or credit card payments will be accepted for payments after May 15. If full payment has not been received by May 15, the LMASB reserves the right to cancel the participant and withhold from any refund the applicable administrative and cancellation charges as described below.

**CANCELLATIONS AND REFUNDS:** If circumstances necessitate cancellation, written notice of cancellation must be sent to the Lions of Michigan All State Band, 5730 Executive Drive, Lansing, MI 48911. *Telephone or verbal cancellations are not acceptable.*

<u>Cancellation Date</u>	<u>Cancellation Penalty</u>
Prior to January 8, 2018	None
Jan. 9 to March 15, 2018	\$400
March 16 to May 15, 2018	\$800
After May 15, 2018	No refunds - Full tour cost is due

Officials of the LMASB reserve the right to remove any participant from the program. If a participant is removed prior to departure, the sole liability of the LMASB is to refund any monies paid by the participant.

If the participant is removed from the program after departure, his/her return to Michigan will be on the first available flight. Refunds will be granted for the recoverable portion of unused arrangements; however, any additional transportation costs incurred are to be borne by the participant.

**RESPONSIBILITY:** The LMASB acts as "agent" for the participants for the rendering of services and accommodations offered as constituting the tour, provided that in the absence of negligence on the part of LMASB, LMASB is not responsible for personal injury or property damage arising out of the act, omission, or negligence of any direct air carrier, hotel, restaurant, or other persons rendering any of the services or accommodations being offered. LMASB reserves the right to change the itinerary of the tour without prior notice to the extent that such accommodations and services offered cannot be supplied due to delay or other causes beyond the control of LMASB and that no refunds will be granted when LMASB's best efforts cannot supply such services and accommodations. In the event the tour is canceled by LMASB for any reason, including insufficient number of participants, LMASB shall have no liability beyond the refund of all deposits made and money paid to LMASB by participants. LMASB shall not be or become liable or responsible for any loss, injury, or damage to person or property otherwise resulting, directly or indirectly, from acts of God; dangers incident to the sea; fire; breakdown in machinery or equipment; acts of governments or other authorities, dejour or de facto; wars, whether declared or not; hostilities; civil disturbances; strikes; riots; theft; pilferage; epidemics; quarantines; medical or custom

regulations; or from any loss or damage resulting from improper or insufficient passports, visa, or other documents, and that LMASB shall not be or become liable or responsible for any additional expense or liabilities sustained or incurred by participants as a result of any of the foregoing causes. Unless the participant files a claim with LMASB within thirty (30) days of termination of the tour, LMASB shall be relieved of all liability to such participants.

LMASB shall not be responsible in any way for loss of or damage to participants' baggage. The liability of the air carrier for loss of or damage to participants' baggage shall be limited to actual value of such baggage, not to exceed their posted maximum, unless higher value has been declared with respect thereto and additional payment made.

**Please Return Bottom Portion Only**

**I/We have read, understand, and agree to the General Conditions and Terms and Responsibility information on this program as stated above.**

Signature of Parent or Guardian:

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Signature of Participant:

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Print Participant's name:

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

Return completed form by January 7, 2018

**Form may be brought to January rehearsal or mailed to:**

Lions of Michigan All State Band  
5730 Executive Drive  
Lansing, MI 48911