# **Textile Society of America**

In Partnership with Peters Valley School of Craft

### **JAPAN**

May 23-June 3, 2020

### **Registration Form**

Please include with this completed registration, a copy of your passport (photo page only), signed signature page of the terms and conditions, and deposit payment. Please note that your passport should be valid for at least six months after your scheduled return from Japan and contain at least one blank page not including the Amendment and Endorsement pages in the back of your passport.

**Please send these items to:** Distant Horizons, Attn: **Julie Scott**, 350 Elm Avenue, Long Beach, CA 90802, or email your completed registration form and signed terms with credit card information to JulieS@distant-horizons.com. *Distant Horizons is Peters Valley's tour operator partner on this program.* 

Full name (as on passport)		
Preferred name for traveler lists and name to	ags	
Home address		
Street		
City	State	Zip
E-mail		
Phone No	Mobile Phone No	
If not US citizen, visa No. or US residency No.	o. and exp. Date	
Allergies/dietary restrictions		
Mobility/health concerns/special needs		
Emergency contact (name, number, and rela	ationship)	
Additional comments/concerns		
ACCOMMODATIONS  Peters Valley School of Craft will do everythin members. On occasions when it is not possi	· .	a room for single toui
I want a single room (single supplement will	apply):	
I will share a room with:		
I request a roommate (not guaranteed):	_	
<b>BED TYPE</b> (not guaranteed): One large bed	Two twins	

# **Sales Agreement**

#### **PRICING**

DOUBLE (per person): \$8,290 SINGLE SUPPLEMENT: \$1,590

#### **Includes:**

- Accommodation based on double occupancy in hotels as listed based on availability
- Meals as listed in the program with bottled water at each meal.
- All sightseeing and entrance fees listed
- Transportation is based primarily on using public transportation and taxis. This will require participants walking at least half a mile on some occasions
- Private bus for the Miho Museum and Shigaraki Ceramic excursion
- Second class bullet train tickets Tokyo to Kanazawa
- Second class express train tickets Kanazawa to Kyoto
- Separate luggage handling on both these days (luggage will be delivered by a private delivery company)
- Tickets for airport limo bus on arrival in Tokyo and on departure from Kyoto.
- All private visits as listed based on people's schedules
- All entrance fees listed
- An English speaking national Japan tour manager who will accompany throughout as the logistical cocoordinator and source of information.
- Local guides on certain excursions
- Basic gratuities for tour manager/guide and driver
- Special meetings as listed or comparable

#### Does not include:

- International airfare to Tokyo and from Kyoto
- Visa and passport fees. As of July 2019 U.S. passport holders do not need a visa to enter Japan.
- Travel insurance
- Drinks other than bottled water with meals
- Excess luggage charges
- Laundry charges
- Communication (phone, fax and internet) charges
- Items of a purely personal nature
- Any items not listed

## **Deposit Form**

A \$1,000 deposit is due in order to register for the trip. **Please note that payments will be processed though our tour partner, Distant Horizons.** This is due immediately to secure your spot. **Full payment will be due February 10, 2020**.

Deposit payment can be made with a check, cashier's check, money order or credit card with a 3% non-refundable credit card fee. Please note that final payments will need to be made with a check, cashier's check or money order. We regret credit cards cannot be accepted. Checks should be made out to *Distant Horizons* (Peters Valley's partner on this trip) and mailed to: *Distant Horizons*, Attn: **Julie Scott**, 350 Elm Avenue, Long Beach, CA 90802, or email your completed registration form and signed terms with credit card information to JulieS@distant-horizons.com with your trip dates in the subject line. You may also fax the forms to 562-983-8833.

#### To pay YOUR DEPOSIT with a debit or credit card:

Please charge my card Visa MasterCard American Express
Authorized amount \$ (please include the 3% non-refundable credit card fee of \$30 for a total of \$1030)
Name on card
Billing address
Card No
Expiration Date
Security Code
Signature



### PETERS VALLEY SCHOOL OF CRAFT and DISTANT HORIZONS, INC. TERMS AND CONDITIONS OF TOUR PARTICIPATION

These terms and conditions (the "Terms and Conditions") govern your purchase of and participation in the Japan guided tour trip (the "Tour") as set forth in the registration form and itinerary attached hereto (collectively, the "Registration Form"). By submitting the Registration Form and paying the Deposit (hereinafter defined), you are expressly agreeing to these Terms and Conditions. These Terms and Conditions, together with the Registration Form, shall constitute a binding contract by and among you on the one hand, and Distant Horizons, Inc. ("Distant Horizons") and The Peters Valley School of Craft ("Peters Valley") on the other hand (the "Contract"). No changes to, waiver of, or addition to this Contract shall be effective unless agreed to in writing and signed by all parties. Notwithstanding the foregoing, Peters Valley and Distant Horizons reserve the right to revise the Tour itinerary from time to time without notice to you or need for your prior consent.

1) **PRICE:** The purchase price per person for the Tour shall be as set forth on the Registration Form (the "Purchase Price") and is based on a certain number of travelers participating in the Tour. The price for this Tour is based on 15 paying travelers. Should the number of travelers fall below this number, we reserve the right to add a small group surcharge or revise staffing for the Tour. The Purchase Price is based on standard accommodations, and includes all taxes and service charges. Suites, superior rooms and other upgrades may be available at an additional cost. The Purchase Price is based on rates of currency at the time of printing (August 2019) and may be amended if there is greater than a 10% currency fluctuation. Unless otherwise agreed to in writing by you. Distant Horizons, and Peters Valley, the following items shall be included in the Purchase Price: (i) Accommodations, based on double occupancy, in hotels in the itinerary; (ii) internal transportation, Tokyo/Kanazawa/Kyoto bullet train trips (second class); (iii) meals as listed in the itinerary including bottled water, (iv) transportation is based primarily on using public transportation and taxis; (v) all private events, special meetings and speakers as listed or comparable; (vi) all sightseeing and entrance fees; (vii) services of an English-speaking national Japanese tour manager, who will travel with the group throughout the tour; (ix) local guides on certain excursions; (x) basic gratuities to tour manager, guides and bus drivers; (xi) private bus for the Miho Museum and Shigaraki Ceramic excursion; (xii) separate private luggage handling on train travel days; (xiii) tickets for airport limo bus on arrival in Tokyo and departure from Kyoto. The Purchase Price expressly excludes: (i) international airfare to Tokyo and from Kyoto/Osaka; (ii) visa and passport fees; (iii) drinks with meals other than bottled water; (iv) travel insurance; (v) excess luggage charges; (vi) laundry charges; (vii) communication (phone, fax and internet) charges; (viii) items of a purely personal nature; (ix) other items not expressly listed as included. While the Purchase Price does include basic gratuities to tour managers, tour guides and bus drivers at the customary rate, participants are permitted to offer additional gratuity at their discretion. Please note if your roommate cancels or changes their mind about sharing a room, you will be responsible for the single room supplement, unless a replacement is found.

2) PAYMENT: All Registration Forms must be accompanied by a deposit of \$1,000.00 per person (the "Deposit"). The balance of the Purchase Price is due no later than February 10, 2020. The Deposit, shall be made by check, cashier's check or money order made payable to Distant Horizons and mailed to: Distant Horizons, Attention: Julie Scott, 350 Elm Avenue, Long Beach, CA 90802, or by one of the following credit cards: Visa, MasterCard, or American Express by sending your completed registration form and signed terms with credit card information to Distant Horizons as

stated above, or by emailing the documents to <u>JulieS@distant-horizons.com</u> with your trip dates in the subject line. Credit card payments are subject to a three percent (3%) processing fee. Final payment should be made payable directly to Distant Horizons upon receipt of invoice. Please note we are unable to accept credit cards for the final payment. Distant Horizons and Peters Valley reserve the right to decline to accept or retain any person as a participant of the Tour at their sole and exclusive discretion.

3) CANCELLATION POLICY: Distant Horizons and Peters Valley reserve the right to cancel any tour prior to departure for any reason, including insufficient number of participants, and to decline to accept or retain any person as a participant at any time. Should this happen, refunds will be made without obligation, although we cannot be held responsible for any additional costs already incurred by participants. All cancellations by participants must be received by Distant Horizons in writing. Neither Distant Horizons nor Peters Valley shall issue refunds or make adjustments for any portion of the services not used such as voluntary non-usage of hotel accommodations, scheduled meals or any planned activity listed in the Tour itinerary or brochure. Notwithstanding the foregoing, Distant Horizons and Peters Valley will use commercially reasonable efforts to issue refunds in accordance with the following schedule:

Date of Cancellation	Refund* per person
On or before February 24,	A refund less a \$500.00 surcharge per
2020	person
(75 days prior to departure)	
February 23, 2020 through	A refund, less 50% of the Purchase
and including April 8, 2020	Price
(74 to 31 days prior to	
departure)	
On or after April 9, 2020	No refund will be issued.
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\*Refunds of the Purchase Price shall mean the Purchase Price less the credit card processing fee, if applicable.

In some instances, time permitting, and at Peters Valley and Distant Horizon's sole and exclusive discretion, a different traveler may take the place of a scheduled participant for a processing fee of \$500.00 plus any additional costs, if applicable. Neither Distant Horizons nor Peters Valley shall be liable for any penalties incurred by the purchase of a non-refundable airline ticket. All airline tickets purchased in connection with this Tour are subject to the individual airline carrier's rules and regulations. No refunds shall be issued for any portion of the Tour that is unused by a participant.

- **4) CHANGES TO ITINERARY:** Peters Valley and Distant Horizons reserve the right to revise the itinerary from time to time at their sole discretion, without notice to you or need for your prior consent. Without limiting the generality of the foregoing, Distant Horizons and Peters Valley reserve the right to substitute hotels according to availability or change itinerary dates and times as conditions warrant.
- 5) INSURANCE: Health, trip cancellation, travel delay and personal insurance are not included in your trip price. Upon registration Distant Horizons will send you information on purchasing travel insurance. DISTANT HORIZONS AND PETERS VALLEY STRONGLY RECOMMEND THAT YOU PURCHASE TRAVEL INSURANCE. Peters Valley and/or Distant Horizons will use commercially reasonable

efforts to provide assistance to any participant who reasonably requests assistance in obtaining such insurance from a third-party vendor.

**6) PASSPORTS AND VISAS:** A valid passport is required for all participants. Passports must remain valid for a period of at least six (6) months following your planned return date to the United States and have one blank page not including the Amendment and Endorsement pages in the back. It is your sole and exclusive responsibility to bring a valid passport on the Tour. A non-extendable 90-day visa is issued to U.S. passport holders upon arrival.

Distant Horizons shall have the right to disclose the information in your application form and on your passport, including, without limitation, your name, date of birth, nationality, passport number, gender and other personally identifying information to a third parties such as airlines and hotels. By submitting an application form, you consent to Peter Valley's and Distant Horizon's disclosure of such personal data to such third party processing service. Neither Distant Horizons nor Peters Valley shall be liable if your entry to Japan is denied for any reason whatsoever.

- 7) **HEALTH AND SAFETY CONSIDERATIONS:** The Tour will require a significant amount of walking, standing, often on uneven or rough terrain, and climbing stairs often without handrails. You are responsible for ensuring that your physical condition will permit you to fully participate in the Tour. No inoculations are required at press time for travel to Japan but you may view recommended inoculations by the Centers for Disease at <a href="https://wwwnc.cdc.gov/travel/destinations/traveler/none/japan">https://wwwnc.cdc.gov/travel/destinations/traveler/none/japan</a>. It is your sole and exclusive responsibility to obtain any inoculations required or suggested by your physician prior to travel.
- **8) BAGGAGE:** Airline luggage policies differ and are subject to change. Policy information will be distributed prior to departure. All excess baggage charges will be collected at the airport. Baggage shall be brought, carried, stored and left unattended at your own risk throughout the Tour. Neither Distant Horizons nor Peters Valley is responsible for lost or damaged baggage.
- 9) NAME/LIKENESS/IMAGE/VOICE RELEASE: By submitting the Registration Form and Deposit, you hereby grant (and will cause all persons accompanying you on the Tour to grant) permission, without reservation, to Distant Horizons and Peters Valley, jointly and severally, to photograph, film, videotape, record and/or portray your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses (the "Material") in connection with the marketing and/or promotion of the Tour, and the general products and services offered by Distant Horizons and/or Peters Valley. You further grant (and will cause all persons accompanying you on the Tour to grant) permission to Distant Horizons and Peters Valley to file copyright applications in the Material in their respective names or in any other name, and to use, incorporate, broadcast, distribute, publish, alter and/or edit the Material and/or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses in whole or in part, severally or in conjunction with other material for any purpose and in any manner whatsoever as Distant Horizons or Peters Valley so chooses in any and all media, now known or hereafter devised, throughout the universe and in perpetuity. Notwithstanding the foregoing, neither Distant Horizons nor Peters Valley has any obligation to use the Material, or your and their names, voices, portrayals, actions, performances, testimonials, images and/or likenesses. You hereby release (and will cause all persons accompanying you on the Tour to release) Distant Horizons, Peters Valley and their respective parents, affiliates, employees, shareholders, officers, directors, members and representatives (collectively, the "Releasees") from, and covenant not to sue the Releasees for, any and all claims or causes of action, whether known or unknown, for libel, slander, invasion of right of privacy, publicity or personality, or any other claim or cause of action, based upon or relating to Distant Horizons' or Peters Valley's use of the Material or their exercise of any of the rights referred to herein. You hereby agree (and will cause all persons accompanying you on the Tour to agree) to indemnify, defend and hold the Releasees harmless, from and against any liabilities, losses, claims, demands, costs (including without limitation attorneys' fees) and expenses

arising in connection with any breach or alleged breach by you (or any persons accompanying you on the Tour) of any of the above terms and conditions in this Section 9.

- 10) LIMITATION ON LIABILITY: Distant Horizons and Peters Valley are acting solely as intermediary agents for the travel suppliers providing means of transportation, hotel and/or all other related travel services being purchased (the "Third Party Providers"). Distant Horizons and Peters Valley therefore shall not be liable or responsible for any injury, illness, loss or damage to any person or property or additional expense involved with travel resulting from acts of God, detention, annoyance, delays, quarantine, strikes, thefts, pilferage, force majeure, diseases, mechanical difficulties, failure of any means of transportation to arrive or depart as scheduled, civil disturbances, terrorism, government restrictions or regulations, and discrepancies or changes in transportation or hotel services or any other matter or event over which Distant Horizons or Peters Valley have no control; or for any state of quality, hygiene, political, stability, cuisine, sanitation facilities, cleanliness, telecommunications facilities, methods of conducting business, emergency medical evacuation, treatment or medical services existing at any travel destination. By embarking upon this Tour, you voluntarily assume all risks involved with such travel, whether expected or unexpected. By submitting a Registration Form and the Deposit you hereby consent to these Terms and Conditions on your own behalf and on behalf of all persons accompanying you on the Tour. Your participation in the Tour is also subject to such additional terms and conditions as the Third Party Providers may impose. Neither Distant Horizons nor Peters Valley shall be liable for any funds received from you and paid over to any Third Party Provider which subsequently becomes insolvent or files any bankruptcy or similar proceedings or fails to deliver services. You acknowledge and agree that delays, cancellations and overbooking by participating Third Party Providers may occur on air flights, cruises and land reservations. Distant Horizons and Peters Valley shall not be liable or responsible for the acts or omissions of Third Party Providers. NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, IN NO EVENT WILL DISTANT HORIZONS OR PETERS VALLEY BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER LEGAL THEORY. IN NO EVENT SHALL DISTANT HORIZONS OR PETERS VALLEY'S LIABILITY EXCEED, IN THE AGGREGATE, THE TOTAL PURCHASE PRICE, IF ANY, RECEIVED BY PETERS VALLEY FOR THE TOUR.
- 11) APPLICABLE LAW AND FORUM. This Contract shall be governed by the laws of the State of New Jersey without regard to conflicts of law rules. Any disputes hereunder shall be resolved in the courts of the State of New Jersey, County of Sussex.
- **12) GENERAL PROVISIONS.** This Contract shall constitute the entire agreement among you, Distant Horizons and Peters Valley. The invalidity or unenforceability, in whole or in part, of any provision herein shall not affect the validity or enforceability of any other provision of this Contract. The headings contained herein are for purposes of convenience only and shall not control or affect the meaning or construction hereof.

(Your signature)		
(Print your name)		

**ACKNOWLEDGED AND AGREED:** 

Distant Horizons is a California Seller of Travel (CST#2046776-40) and a participant in the California Travel Restitution Fund. Information regarding the rights of California residents to make a claim may be found at tcrcinfo.org. California law requires certain sellers of travel to have a trust account or bond. This business has a trust account.