

**Music Festivals To You**  
**PO Box 463**  
**DeKalb, IL 60115**  
**Phone: 815-756-1263 • Fax: 815-787-3100**

**Music Festivals To You - Terms and Conditions**  
**for Theme Park Music Festivals**

NOTE: Music Festivals to You is the Student Music Festival Division of FunME Events (see #12 below).

**1) APPLICATION FEE:**

The *Music Festivals To You* theme park music festivals requires all applications to be accompanied by a **\$50.00 deposit**. Deposits do not guarantee a time slot, only the date requested. This deposit is non-refundable and entitles the group to one (1) performing group. Additional groups will be accepted on a space available basis for an additional deposit of **\$25.00 per each additional performing group**. All deposit monies for applications will be shown in the group's final invoice.

**2) GROUP(S) AND SIZE(S):**

On select festival dates, *Music Festivals To You* reserves the right to limit the number of performing groups. There may also be a limitation to performing groups from any individual school. Schools with fewer than 15 students will also be accepted on a space available basis.

**3) DATE(S) AND TIME(S):**

On festival dates, *Music Festivals To You* reserves and selects times based on sign up and payments made in conjunction with payment statement below. On select dates, some time slots are on hold for overnight groups that book with our Festival Travel Department. Times can only be guaranteed by full payment.

**4) PAYMENT:**

Payment is divided into two payments. The first payment is due approx. 30 days after receiving the application and the final payment is due 30 days prior to the festival date. Payment in full must accompany the Application for schools registering within 30 days of the festival. One (1) check should be forwarded on behalf of the entire group. Individual checks from students and/or parents will **NOT** be accepted for payment. Copy of a Purchase Order (P.O.) may be considered receipt for payment. A fee of \$50.00 will be assessed for any check returned to *Music Festivals To You* by our bank due to non-payment. There will be **NO** refunds issued after payment is received. **CANADIAN SCHOOLS:** ALL payments must be in **U.S. currencies** and paid in full 30 days prior to the festival.

**NOTE: Schools not paid in full by the final payment date may be subject to cancellation and/or loss of performance time.**

**5) CANCELLATION:**

**School/organization cancellations received at least 30 days prior to the festival date will be assessed a cancellation fee of \$100.00.** No refunds will be given for school, or individual, cancellations received within 30 days of festival date.

**6) FESTIVAL-ONLY STUDENTS:**

Students that participate in our festival performances but do not require admission to the park (either because they have a season pass - or will be departing the festival immediately after the performances, note: which is not allowed at some events and theme parks) will be charged the **Festival-Only rate of \$18.00**. **Director(s) should inform *Music Festivals To You* of any 'Festival-Only' students prior to submitting their final payment.** *Music Festivals To You* does not allow entire groups at events for the discount rate.

### **7) CHANGES IN GROUP SIZE:**

Changes to group size can be done at any time after registration has been processed, however, final changes must be received by *Music Festivals To You* **NO LATER THAN 30 days prior to the festival**. If no changes are received by the dates required, the school or organization will be responsible for payment based on the number of participants listed on their most recent dated invoice. ***There are no refunds issued once payment is received.*** ***After the 30 day deadline, your ticket totals cannot be lowered for any reason. If for any reason, you MUST make changes to your total tickets after the 30 day deadline, a \$25.00 service fee will be assessed.*** You will be able to purchase a limited number of additional tickets at most festival locations from the site director. Payment in full for these additional tickets must be paid that day by cash, check or money order. *Music Festivals To You* Site Directors have the right to refuse to allow a group to perform and/or withhold park tickets for groups failing to present payment due at the time of the festival.

### **8) THEME PARK TICKET PICK-UP:**

**When you check into the festival the site director will have your tickets.** You will be asked to count the tickets to confirm the number you are receiving, then you will be asked to sign the receipt. This will show how many tickets you took for your group. Additional tickets may be purchased at the student or adult prices, based on ticket availability.

### **11) CUSTOMIZED SERVICES:**

Upon request, *Music Festivals To You* will be happy to furnish additional information and pricing for special services such as motorcoach transportation, itinerary planning, additional performances, sightseeing, hotel accommodations and meals in order to complete your *Music Festivals To You* program. Special payment and cancellation policies will apply and will be so noted at the time of booking.

### **12) STATEMENT OF LIABILITY:**

*Music Festivals To You*, *Broadway To You* and *FunME Events* (hereafter known as: FME) act only as agents for various companies whose services and accommodations are made available and accept no responsibility, in whole or in part, for any personal injury liability, personal liability, physical damage, loss, accident, delay, or irregularity which may happen by default of any hotel, airline, amusement park, restaurant, motorcoach company, or person rendering any of the services included. No responsibility is accepted for any damage or delay due to illness, pilferage, labor disputes, machinery breakdowns, quarantine, governmental restraints, weather/natural forces, or other causes, beyond their personal control. FME also disclaim any responsibility for personal injury liability or personal liability and/or physical damage arising from acts of negligence of any member of a group attending a FME event. If it becomes necessary to cancel or alter the schedule of events, such alterations or cancellations may be made. By registering for the festival or program, the school agrees to indemnify and hold harmless FME, and it's officers, directors, employees and agents from any financial liability or obligation incurred by either the School, or any individual participant, and from any injury or damage to the person or property of others which any participant causes, or contributes to, while participating in a FME program. Each participant hereby agrees to indemnify and hold harmless FME and it's officers, directors, employees and agents from any and all causes of actions, claims and damages of any kind, or nature, whatsoever, arising from any injury, loss, damage, cost, accident, delay, irregularity, or expense arising out of, or in any way connected with, the performance or operation of a FME event/program. *FunME Events* reserves the right to change any arrangement set forth should conditions necessitate offering substitutes of equal value or to cancel operation of any festival and its sole responsibility shall be the refund of monies paid for any services not used.

### **13) GOVERNING LAW:**

The sole and exclusive forum for any legal action by a festival participant, school organization, or parent/guardian of, against *FunME Events* arising from or relating to any festival, to these terms and conditions, including, without limitation, the Statement of Liability, or to the brochures and website(s) and any other information relating in any way to the festival shall be a court of competent jurisdiction in DeKalb County, Illinois or the United States District Court for the District of Northern Illinois. These terms and conditions shall be governed and interpreted solely and exclusively by the substantive law of the State of Illinois.