

## CULTURE IMMERSION PROGRAM CONTRACT

### 文化体验交流项目合同

**Party A:** Nataby, LLC dba American Academy of Culture

甲方：Nataby有限责任公司（业务名称：“美国文化学会”）

**Authorized Representative:** Daniel Evans **Title:** Founder & Program Director

甲方代表：Daniel Evans 职务：创办人及项目总监

**Address:** 12507 Wistful Cove, Austin, Texas, USA. 78729

地址：美国德克萨斯州奥斯汀市Wistful Cove路12507号，邮编78729

**TEL:** 001-512-789-7430

联系电话：001-512-789-7430

**FAX:** 001-512-249-7210

传真：001-512-249-7210

**Party B:**

乙方：

**Party B's Parent (or Legal Guardian):**

乙方家长（或法定监护人）：

**Party B's ID (or Legal Guardian):**

乙方家长（或法定监护人）身份证件号码：

**TEL:**

联系电话：

WHEREAS, Party A, which is incorporated in accordance with the American law, is a cultural communication organization organizing a 21-day Culture Immersion Program in the cities of Houston, Austin, San Antonio and South Padre Island, Texas, the United States of America (hereinafter referred to as “the Program”);

鉴于甲方是依据美国法律建立的一家进行友好文化体验交流的机构，组织在美国德克萨斯州休斯敦，奥斯汀，圣安东尼奥，南帕诸岛共计21天的文化体验交流项目（以下简称“本项目”）；

WHEREAS, Party B has the qualification to join in Party A's Program and is willing to join in this Program;

鉴于乙方符合甲方组织的本项目的要求和资格，并愿意参加本项目；

NOW THEREFORE upon the friendly negotiation, the contract is entered into by and between Party A and Party B as follows:

因此，经友好协商，甲方和乙方自愿签订如下合同：

## **Article 1 – Program Schedule**

### **第一条 项目行程**

The Program starts on July 13, 2014 and ends on August 3, 2014. Please see Calendar on Party A's official website for the Program: <http://www.americanacademyofculture.com/#discovery>.

本期项目出发时间为2014年7月13日，结束时间为2014年8月3日。具体的每天行程见甲方官方网站<http://www.americanacademyofculture.com/#discovery>。

## **Article 2 – Program Fee and Payment Method**

### **第二条 项目费用和支付方式**

1. The Program Fee totals RMB 42,600 (Yuan), including:

1. 本期项目费用总额共计人民币42,600元（人民币肆万贰仟陆佰元整），包括：

(1) Application fee. The application fee is RMB 3,000 yuan. It is non-refundable once Party B's application has been submitted and he/she has paid such fee. However, if Party B's application is denied due to eligibility requirements, his/her paid application fee will be fully refunded.

报名费。报名费是人民币3000元（人民币叁仟元整）。一旦乙方提交了申请支付了报名费，该报名费不可退还。但是，如果因为不符合资格条件而导致乙方的申请被拒，其支付的报名费可以全部退还。

(2) Round trip air tickets from the departure city in China designated by Party A (not including domestic transportation to the departure city) to the destination of Houston, the USA;

从甲方指定的中国出发城市到目的地美国休斯敦的来往飞机票（不包括从中国国内居住地到出发城市的交通费用）；

(3) Program costs:

项目花费；

(4) Food, lodging and snacks in the United States:

在美国的吃住，餐间零食费用；

(5) Transportation and tickets to the tourism attractions during the program period.

在项目期间到旅游景点的交通费和门票。

But the Program Fee of RMB 42,600 Yuan does not include any personal expenses such as excess luggage fee, long distance telephone expenses, expenses on personal stuff/gifts while shopping.

但是项目总费用人民币42,600元（人民币肆万贰仟陆佰元整），不包括任何乙方个人的花费，比如：超重行李托运费，长途电话费，在购物中心购买个人物品 / 礼物的花费等。

2. The payment method of the Program Fee is as follows:

2. 本项目费用支付方式如下：

(1) Party B shall wire the application fee of RMB 3,000 Yuan to the following bank account designated by Party A before March 15th, 2014.

乙方应在2014年3月15日前，将本项目报名费人民币3,000元（人民币叁仟元整）电汇至甲方指定的以下帐户。

Name of the Bank (银行名称): Bank of America  
Account Name (账户名称): Nataby, LLC dba American Academy of Culture  
Account Address (账户地址): 12507 Wistful Cove, Austin, Texas, USA, 78729  
Account Number (银行帐号): 5860 3358 9630  
Routing Number (汇款路径号码): 026009593  
SWIFT Code (银行识别代码): BOFAUS3N

(2) Party B shall wire the remaining program fee of RMB 39,600 Yuan to the following bank account designated by Party A before March 22th, 2014.

乙方应在2014年3月22日前，将剩余的项目费人民币39,600元（人民币叁万玖仟陆佰元整）电汇至甲方指定的以下帐户。

Name of the Bank (银行名称): Bank of America  
Account Name (账户名称): Nataby, LLC dba American Academy of Culture  
Account Address (账户地址): 12507 Wistful Cove, Austin, Texas, USA, 78729  
Account Number (银行帐号): 5860 3358 9630  
Routing Number (汇款路径号码): 026009593  
SWIFT Code (银行识别代码): BOFAUS3N

### **Article 3 – Cancellation Policy**

#### **第三条 取消政策**

In the event that Party B could not make the trip because of Party B's personal problems, or his/her qualification for the Program is cancelled after his/her Visa is approved, the Program fee he /she has paid is non- refundable.

乙方的签证办理后，如因乙方原因致使乙方的夏令营行程不能成行或者其资格终止的，乙方已经支付的项目费用不予退还。

## **Article 4 – Party A’s Rights and Obligations**

### **第四条 甲方权利和义务**

1. Party A is responsible for Party B’s activities in the Program.  
甲方负责乙方的整个项目行程。
2. Party A will take out a health insurance policy through Progressive Insurance, and make every effort to take necessary and proper measures to protect Party B’s safety when he/she joins in the Program.  
甲方为乙方在美国前进保险公司购买健康保险，并尽力采取必要和适当的措施保障乙方在项目期间的安全。
3. In the event that Party B seriously violates Party A’s regulations and directions, such as travelling to other cities, fighting and other acts that will have a material affect on the Program, Party A has the right to cancel Party B’s qualification for the Program and terminate the contract.  
如果乙方严重违反甲方的项目规定和指令，如擅自出游，打架和严重影响本项目的其它行为，甲方有权终止取消乙方的项目资格并且终止本合同。
4. In the event that the scheduled activities cannot be done due to the special circumstances, Party A has the right to adjust the activity schedule based on the actual circumstance.  
如因特殊情况导致甲方原来的活动安排无法进行，甲方有权在部分活动内容上根据实际情况作出调整，以使总体安排更为合理。
5. In the event that Party A could not perform the contract wholly or partly due to the force majeure (transportation accident, typhoon, hurricane, fire, flood, government policy, etc.), Party A is not required to take the liability for breach of contract.  
因不可抗力（如意外交通事故，台风，飓风，火灾，水灾，政府政策等甲方无法预料和控制的原因）的因素而导致甲方无法全面或者部分履行本合同，甲方无需承担违约责任。
6. Party A is entitled to the photos and videos taken for the Program, and it has the right to use them without Party B’s consent.  
甲方在项目期间拍摄的相关照片和视频，其所有权归甲方所有，甲方有权不经乙方同意而自行使用。

## **Article 5 – Party B’s Rights and Obligations**

### **第五条 乙方权利和义务**

1. Party B shall complete the online Application Form honestly. Please refer to the webpage address: <http://www.americanacademyofculture.com/programapplication.html>.  
乙方应如实填写网上报名表（网页地址为 <http://www.americanacademyofculture.com/programapplication.html>）。

2. Party B shall apply for a valid visa subject to the American Embassy's requirements.  
乙方应按照美国使馆的要求按时办理赴美有效签证。
3. Party B shall remit the Program Fee to the bank account designated by Party A (or online) within the specified period.  
乙方应在甲方指定的日期将参加本项目的费用支付至甲方指定的银行帐户。
4. Party B shall take good care of his/her belongings, and he/she shall take the liability for damaging or losing his/her belongings due to his/her reason.  
乙方应妥善保管随身携带的物品，因乙方自身原因出现损坏或丢失的，责任自负。
5. Party B shall comply with Party A's Program regulation and directions. In the event that Party B violates Party A's regulation and directions, Party A has the right to cancel his/her qualification for the Program and terminate the contract.  
乙方应服从甲方的项目规定和指令，如违反甲方的规定和指令，甲方有权取消乙方参加本项目的资格并终止本合同。

## **Article 6 – Representation and Warranty of Party B's Parent (or Legal Guardian)**

### **第六条 乙方家长（或法定监护人）的声明和保证**

1. He/she who is representing all the information and materials supplied for Party A or Party A's agent is genuine, accurate and valid.  
乙方的家长（或者法定监护人）声明所提供給甲方或者甲方代理人的所有信息和资料均真实，准确，有效。
2. His/her child (Party B) is in good mental and physical health condition to participate in the activities provided by Party A, including but not limited to all aspects of cheerleading, jogging, repelling, mountain climbing, swimming and baseball, basketball, soccer and or competition. He/she is fully aware that any activity involving motion, height or athletic activity creates the possibility of serious injury. He/she hereby releases Party A, its directors, partners, officers, employees and affiliates from any direct or indirect liability to the above named camper arising from any kind of injury or damage to him/her or his/her property as result of participation in the program, including but not limited to any activities organized or sponsored by Party A, the travel to and from such activity.  
乙方家长（或法定监护人）声明其孩子（乙方）精神和身体健康，可以参加甲方举办的各项活动，包括但不限于啦啦队，慢跑，攀岩，爬山，游泳，棒球，篮球，足球活动和/或者竞技性比赛。其完全清楚任何活动都可能涉及到动作、高度、或者体育竞技，有可能导致严重受伤。乙方家长（或者法定监护人）在此免除甲方，其董事，合伙人，管理人，雇员和相关人员以及组织，因乙方参加本项目受伤或者遭受财产损失而导致的任何直接或者间接的责任，包括但不限于参加甲方组织或者赞助的任何活动，和参加此类活动的往返过程中发生的受伤或者财产损失导致的任何责任。

3. He/she understands that Party A has the right to deny admittance to any student not meeting the standards of the Program as it seems fit. He/she agrees not to hold Party A, its directors, partners, officers, employees and affiliates responsible in the event that his/her child (Party B) engages in inappropriate conduct (including, but not limited to disruptive or volatile behavior in or out of camp, etc.) or becomes involved in any activity or with any persons not associated with Party A, or its scheduled program and that Party A has the right to send Party B home for inappropriate conduct.

乙方家长（或监护人）声明其明白甲方有权拒绝不符合本项目要求的任何学生。如果其孩子乙方参与到不适当的行为中（包括但不限于在项目活动地点内或者活动地点外的破坏性或者爆炸性行为等），或者参与与甲方或其安排的项目无关的任何活动，或者与甲方或其安排的项目无关的任何人来往，乙方家长（或监护人）同意甲方，其董事，合伙人，管理人，雇员和相关人员以及组织无须为此负责，且同意甲方有权因乙方的不适当行为而将其送回家。

4. Party A has his/her permission, in the event of an emergency and in case he/she is unavailable, to authorize any physician, nurse practitioner or medical personnel to examine, interview, test and treat his/her child (Party B) as they may deem it necessary.

乙方家长（或法定监护人）声明如果他的 / 她的孩子（乙方）发生紧急情况且他们不在身边，他 / 他授权甲方聘请医生，专业护理人员或者医务人员对其孩子（乙方）进行检查，面谈，化验，且如果需要，进行适当的治疗。

## Article 7 – Miscellaneous

### 第七条 其它

1. The headings used in this contract are inserted for convenience of reference only and are not intended to be part of or to affect the meaning or interpretation of this contract.  
本合同中的标题只为参考的方便无意成为本合同的部分或影响本合同的意思或解释。
2. Both parties shall negotiate about the matters that are not specified herein.  
本合同未尽事宜，双方应当友好协商解决。
3. The contract becomes effective upon signature by Party A, Party B and Party B's parent or legal guardian.  
本合同经甲方，乙方和乙方家长签字后生效。
4. The contract is made in two original copies, one for each party.  
本合同一式两份，甲方和乙方各持一份。
5. The signed signature pages may be transmitted by facsimile or scanned picture, and any such signature shall have the same legal effect as an original.  
如本合同通过传真或者扫描件签署，签名视同和原件签名一样具有法律效力。



**PARTY A (甲方)**

Name (甲方名称):

Nataby, LLC dba American Academy of Culture

Nataby有限责任公司 (业务名称 “美国文化学会”)

By: 

*Signature (甲方代表签字)*

Founder & Program Director

*Title of Representative (职务)*

Date (日期):

January 28, 2014

**PARTY B (乙方)**

Name (乙方姓名):

Party B's Parent (or Legal Guardian)

乙方家长 (或法定监护人) 姓名:

By: \_\_\_\_\_  
*Signature (家长或法定监护人签字)*

\_\_\_\_\_  
*Relationship to Party B (和乙方关系)*

Date (日期):

\_\_\_\_\_