### TOUR DETAIL SHEET

Given the current economic climate, we want to adjust some parameters for field sessions to keep pricing as low as possible. We anticipate that attendees will be cost conscious. We also hope to shorten, when possible, the length of tours to maximize scheduling flexibility for attendees. Attendees will want to maximize the number of Continuing Education Units (CEU's) they can earn. In other words, we need to value engineer tours to get to: AFFORDABLE + FLEXIBLE.

### Examples:

- If we can trim a program to 5 hours or less, we can eliminate the box lunch and cut \$30 from the ticket price.
- If a tour is 4 hours long and starts in the morning, the attendee can get back to the convention center and take two afternoon education sessions, or visa versa.

# Can you apply either/both of these parameters to your field session and help achieve these goals?

Please answer the clarifying questions below to help us price and schedule your field session.

Tour Title: Chicago Lakefront Bicycle Tour

Session Number: 22328

Suggested AM or PM Start time: PM

Name and phone of contact person for further questions: Mark Polinko (847) 613-5105 Please complete this form and email it to <a href="mailto:cebbert@asla.org">cebbert@asla.org</a> by Noon on April 15, 2009. If you have questions about specifics, call Clark Ebbert at 202 213.2326

### LOGISTICS CLARIFICATIONS

Question	Answer
Are there any fees (park or museum entrance	N/A
fees, tolls, etc.) that need to be calculated into	
the per-person cost of the field session? (this	
does not include costs for food) How much is	
each fee? Please describe.	
Do you need transportation to/from a specific	N/A
destination or for the duration of your field	
session? Please describe.	
Are there any restrictions to the size of the	N/A
vehicle at any of the sites you are visiting?	
Yes/no, please describe.	
Do you need another mode of transportation	N/A
like a bicycle, boat, other? Please describe.	
What is the furthest distance of any of your	10-16 Miles
sites from the convention center (furthest	
distance in mileage)?	

**TIMETABLE CALCULATION**: Please be as accurate as possible when calculating your timetable below. Take into account traffic and time of day. Please remember that you off-site timing must start from the time you leave the convention center to the time you return to the convention center. If you have more stops than allowed for on the chart below, please add extra rows to thoroughly describe your timetable.

<b>Schedule Component</b>	Location	Minutes
Travel from McCormick Place to stop #1	Travel	5
Time spent at stop #1	Soldier Feld	15
	Field Museum of Natural History	
	Museum Campus	
Travel time from stop #1 to Stop #2	Travel	5
Time spent at stop #2	South Grant Park - Legs Sculpture	5
Travel time from stop #2 to Stop #3	Travel	5
Time spent at stop #3	Chicago Art Institute of Chicago - Dessa Kirk Sculpture	5
Travel time from stop #3 to Stop #4	Travel	5
Time spent at stop #4	Millennium Park - Cloud Gate "The Bean"	20
Travel time from stop #4 to Stop #5	Millennium Park - Jay Pritzker Pavillion	
Time spent at stop #5	Millennium Park - BP Bridge	
Travel time from stop #5 to Stop #6	Travel	5
Time spent at stop #6	Lake Station East - Dog Park, Childrens Park	15
Travel time from stop #6 to Stop #7	Travel	5
Time spent at stop #7	North Street - LSD	2
Travel time from stop #7 to Stop #8	Travel	5
Time spent at stop #8	Lincoln Park	15
Travel time from stop #8 to Stop #9	Travel	10
Time spent at stop #9	Navy Pier	5
Travel time from stop #9 to Stop #10	Travel	5
Time spent at stop #10	Buckingham Fountain	10
Travel time from stop #10 to Stop #11	Travel	5
Time spent at stop #11	Shedd Aquarium	20
Travel time from stop #11 to Stop #12	Adler Planetarium	
Time spent at stop #12	Meigs Field /Northerly Island	
Time spent traveling from last stop to convention center		5
Total time from start to finish	Minutes	172
Total time from start to finish	Hours	2.87
Check In		1:00:pm
Departure		1:30 pm - 4:30pm

### Clark,

Please also see Bike Tour Vender Quotes attached. As I mentioned in my email, I would recommend Bobby's Bike Hike, Inc. as they were very responsive in our request for pricing, have experienced guides to assist our group negotiate the lakefront safely on bikes and most importantly happen to be a Chicago based Bike Tour Company, where as the other attached quote from Chicago Tours / (Alcatraz /Media) actually subcontracts services. I found this information out after Jeremy Lewno (Bobby's Bike Hike, Inc.) contacted me indicating that he was asked to provide pricing from Chicago Tours / (Alcatraz /Media).

It seems silly to pay the additional cost for an "out-of-town middle man".

Mark Polinko

## Bobby's Bike Hike, Inc.

**INVOICE** 

www.bobbysbikehike.com

1 E. Scott Street Suite 1608 Chicago, IL 60610 Phone: 312-915-0995 **DATE:** January 8, 2009

INVOICE # 100

Bill To:

Mark Polinko Landscape Architects & Contractors 25865 West Ivanhoe Road Wauconda, Illinois 60084 Cell: 847.613.5105

Email: mpolinko@iltvignocchi.com

For:
Bobby's Bike Hike
Bobby's Green Chicago Tour (Extended)
1pm Duration 4 hours
Friday, September 18, 2009

Tours run rain or shine

DESCRIPTION		AMOUNT
25 Adults at \$40/rider		1,000.00
10% Group Discount (Group size 20-25)		-100.00
Guide Gratuity		50.00
Delivery (25 bikes)		150.00
Тах		110.00
Payment Schedule		
20% Non-Refundable Deposit due to hold the date		
Remaining balance due one month prior to event (8/18/09)		
Please call 312-933-2980 to Charge by phone or		
Submit Check payable to Bobby's Bike Hike and send to:		
Bobby's Bike Hike		
c/o Jeremy Lewno, 1 E. Scott Street, Ste 1608, Chicago, Illinois 60610		
Notes: Group starts and ends tour at McCormick Place. Tour should highlight Chicago's Green and		
Sustainable initiatives, as well as Olympics. Includes Box lunch or Northstar. Budget 45-50/person		
	TOTAL	\$ 1,210.00

Make all checks payable to Bobby's Bike Hike and send, along with signed contract, to address above. If you have any questions concerning this invoice, contact N Jeremy Lewno, 312-933-2980, havefun@bobbysbikehike.coi

SS 1



Alcatraz Media 8200 Roberts Drive Suite 205 Atlanta, GA 30350

TEL: 800.752.4792 / 678.320.2398 (HOTLINE)| FAX: 800.410.8234

## **Charter Services Agreement**

www.chicagotours.us

January 7, 2009

Mark Polinko Project Manager, RLA, CLP ILT Vignocchi Landscape Architects & Contractors 25865 West Ivanhoe Road Wauconda, Illinois 60084

Phone: 847.487.5200
Fax: 847.487.5265
Cell: 847.613.5105
mpolinko@iltvignocchi.com

Group Name: American Society of Landscape Architects

Group Size: 25 Guests

Private Customized Chicago Neighborhoods / Lakeshore Tour

#### Itinerary

We will meet the group at McCormick Place for the start and from there enjoy a whirlwind romp through the lakefront parks, home to several of the city's tourist destinations, including Buckingham Fountain, Soldier Field, Navy Pier, Shedd Aquarium, and Millennium Park. We will also detour off the beaten path onto the quiet neighborhood streets, and lesser know points of interest. We'll show you how Chicago plans to transform it's lakefront into a world showcase for the 2016 Olympic Games and continue its path as a Green City USA.

Date: Friday; September 18th

Touring Duration: approximately 3 hours

Delivery time: 1:00pm Approximate Tour Start Time: 1:30pm

Rate: \$45.00 per person

Tour Total Based on 25 Participants: \$1125.00
Delivery: \$150.00
Prepaid Gratuity: \$100.00

Total: \$1375.00

Deposit Due to confirm: \$250.00

Balance Due August 18<sup>th</sup> 2009: \$1125.00

This "Charter Services Agreement" (the "Agreement") is effective for all purposes on this <u>7<sup>th</sup></u> day of <u>January</u>, 200<u>8</u>, (the "Effective Date") and is entered into by and between Alcatraz Media, Inc. ("Alcatraz Media") and <u>Mark</u> **Polinko / ILT Vignocchi** (hereinafter referred to as "Client").

2

#### Payment Schedule / Cancellation Policy:

Deposit of \$250 required to reserve private tour.

Deposit refundable less \$25 processing fee if cancelled outside 30 days of tour.

Final count, and payment based on your actual participation due August 18<sup>th</sup> 2009.

All payments are final and nonrefundable within 30 days of service or activity date.

Non adherence to contract terms of payment will result in voiding the contract and forfeit of deposit.

**Charter Services:** The Charter Services to be provided by Alcatraz Media shall include only those services specified above under the heading "Charter Services." Any additional services requested by the Client may be provided by Alcatraz Media at additional cost. Provision of additional services is solely at the discretion of Alcatraz Media.

**Charter Fees/Estimates:** The Client acknowledges and agrees that all rates quoted and paid for Charter Services are estimates only. Final charges assessed upon service completion will be based on any changes or additions to the Charter Services. The Client assumes responsibility for any additional fees due to changes in schedule, delayed or cancelled flights, or other changes to the Charter Services, and authorizes credit card charges to be made for these costs or any others due. Client will be invoiced for any additions to the charter after the service is performed only as a courtesy notice.

Taxes, Fuel Surcharges, Gratuity: Rates provided are inclusive of all taxes and fuel surcharges and gratuity.

**Schedule:** Alcatraz Media and the charter staff shall endeavor to maintain the schedule submitted by the Client, but this is not guaranteed.

**Conditions of Agreement and Client Responsibility:** The Client agrees to assume full responsibility for the conduct of all guests in its party. The cost of damages resulting from the conduct of Client's guests will be charged to the Client. The Client further agrees to pay Alcatraz Media for reasonable costs of overtime wage payments and other expenses incurred by Alcatraz Media due to the failure of the Client and Client's guests to comply with charter staff directives.

**Personal Property:** The Client acknowledges and agrees that Alcatraz Media is not responsible for lost or stolen personal property during the Charter Services.

**Cleaning and Damage Fee:** The Client acknowledges and agrees that Alcatraz Media reserves the rights to assess a minimum fee of \$200.00 for any necessary cleaning and/or damage beyond normal wear and tear.

**Approved Activities:** Client must obtain prior approval from Alcatraz Media for all activities that are planned for the Charter, and the Charter equipment and/or facilities shall be used only for those approved activities. Client agrees to assist Alcatraz Media and the Charter staff in prohibiting any violation of this provision, if Alcatraz Media or the Charter staff deems it necessary.

**Alcohol and Minors:** Serving of alcoholic beverages is an activity that must be approved by Alcatraz Media and is allowed on only certain types of Charters. Alcatraz Media does not permit the serving of alcoholic beverages to anyone who Alcatraz Media or the Charter Staff, in their sole discretion, deems is under the age of twenty-one (21) or who is intoxicated. Client guests must present a valid state or government picture ID. The Client agrees to abide by this policy and to uphold the laws of the municipal, state, and federal governments.

**Illegal or Controlled Substances:** The use of illegal or controlled substances is prohibited. Alcatraz Media and the Charter Staff reserve the right to discontinue the Charter if illegal or controlled substances are being consumed. No refunds or exchanges will be given.

**Payment and Pricing:** All transactions are conducted in U.S. Dollars. Alcatraz Media sets the prices for the Charter Services that it sells. Charter Fees may be subject to a service fee. Any applicable service fee is included in the quoted prices.

SS 3

If paying by credit card, the Client hereby confirms that the Client is the authorized cardholder or that Client has been authorized by the cardholder to use the credit card. In the event the credit card is dishonored, rejected, or later contested for any reason, Client agrees to pay the Charter Fees indicated by the Agreement to Alcatraz Media.

**Client Responsibility:** The Client hereby assumes all responsibility for the Client's guests. The Client assumes full financial responsibility for any damages to the person or property caused by the Client or guests whether by accident, neglect, or intent. It is the responsibility of the Client to inform each individual in their group of the terms and conditions of this Agreement. Client agrees that at all times this agreement and Client's purchase and use of Charter Services shall be subject to all applicable laws, treaties and border agreements. Client agrees that Client shall be responsible for complying with all such laws.

**Alcatraz Media Responsibility:** Alcatraz Media serves as a booking agent for suppliers of charter services.

**Limit of Liability:** Alcatraz Media shall not be held responsible for any losses other then the cost of the charter should an appointed or even scheduled time be missed due to any fault of Alcatraz Media or its contractors. Alcatraz Media assumes no responsibility for illegal acts of the Client's party.

**Cancellation by Alcatraz Media:** Alcatraz Media reserves the right to cancel the charter without prior notice. In the rare event that this occurs, Alcatraz Media will issue a full refund for all services not performed. Alcatraz Media will not be held liable for any monetary damages other than the refund of amounts paid by the Client to Alcatraz Media for services not performed.

**Licenses and Permits**: If a license or permit is required for Client's event, Client shall be responsible for making such license and/or permit available to Alcatraz Media at least 30 days prior to the Charter Date. Such licenses and/or permits shall be at the Client's own expense.

**Miscellaneous:** The term "Charter Services" is used herein to refer to transportation, tours, tickets, performances, or activities that are included as part of the Charter Services to be provided under this Agreement.

Alcatraz Media recommends that you purchase travel insurance.

Alcatraz Media and the charter staff reserve the right to alter, modify, or cancel a Charter due to traffic, bad weather, unsafe conditions, or at the request of governmental, park, and state agencies.

Alcatraz Media shall not be responsible for any breach of this agreement caused in part or in whole for any reason outside the reasonable control of Alcatraz Media.

Facsimile signatures will be considered as originals, and this Agreement may be executed in counterparts.

### **LIABILITY DISCLAIMER:**

THE INFORMATION, SOFTWARE, PRODUCTS, AND SERVICES PUBLISHED ON ALCATRAZ MEDIA'S WEB SITE MAY INCLUDE INACCURACIES OR TYPOGRAPHICAL ERRORS. IN PARTICULAR, ALCATRAZ MEDIA AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF, AND DISCLAIM LIABILITY FOR INACCURACIES RELATING TO THE INFORMATION AND DESCRIPTION OF THE TRANSPORTATION, TOURS, ACTIVITIES, HOTEL, AIR, CRUISE, CAR, AND OTHER TRAVEL PRODUCTS DISPLAYED ON THIS WEBSITE (INCLUDING, WITHOUT LIMITATION, PHOTOGRAPHS, LIST OF AMENITIES, GENERAL PRODUCT DESCRIPTIONS, ETC.), MUCH OF WHICH INFORMATION IS PROVIDED BY THE RESPECTIVE SUPPLIERS. HOTEL RATINGS DISPLAYED ON THIS WEBSITE ARE INTENDED AS ONLY GENERAL GUIDELINES, AND ALCATRAZ MEDIA AND ITS AFFILIATES DO NOT GUARANTEE THE ACCURACY OF THE RATINGS. CHANGES ARE PERIODICALLY ADDED TO THE INFORMATION. ALCATRAZ MEDIA, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS MAY MAKE IMPROVEMENTS AND/OR CHANGES ON THE WEB SITE AT ANY TIME.

THE SUPPLIERS, CARRIERS, HOTELS, AND OTHER SUPLIERS PROVIDING TRAVEL OR OTHER SERVICES FOR ALCATRAZ MEDIA ARE INDEPENDENT CONTRACTORS AND NOT AGENTS OR EMPLOYEES OF ALCATRAZ MEDIA OR ITS AFFILIATES. ALCATRAZ MEDIA AND ITS AFFILIATES ARE NOT LIABLE FOR THE ACTS, ERRORS, OMISSIONS, REPRESENTATIONS, WARRANTIES, BREACHES, OR NEGLIGENCE OF ANY SUCH

SS 4

SUPPLIERS OR FOR ANY PERSONAL INJURIES, DEATH, PROPERTY DAMAGE, OR OTHER DAMAGES OR EXPENSES RESULTING THEREFROM.

IN NO EVENT SHALL ALCATRAZ MEDIA, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES ARISING OUT OF, OR IN ANY WAY CONNECTED WITH, THE USE OF THE CHARTER SERVICES, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE, EVEN IF ALCATRAZ MEDIA, ITS AFFILIATES, AND/OR THEIR RESPECTIVE SUPPLIERS HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES. BECAUSE SOME STATES/JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES, THE ABOVE LIMITATION MAY NOT APPLY TO YOU.

**Hold Harmless and Indemnification:** Client agrees to indemnify and hold harmless Alcatraz Media, Inc, its affiliate companies, its officers, directors, owners, agents, affiliates, employees, and contractors against any costs, fines, claims, damages, charges, or fees (including reasonable attorney's fees) arising from this Agreement.

**Force Majeure:** Alcatraz Media shall not be responsible for any loss, damage, delay, inconvenience, or failure of performance hereunder arising or resulting from traffic, unknown/unforeseen mechanical failures, accidents, acts of public enemies, acts of God, strikes, riots, authorities of law, hazards or dangers caused by state of war, quarantine, perils of navigation, inclement weather, hazardous road conditions, accidents or breakdowns, or any other condition beyond its control. **Governing Law:** This Agreement shall be governed by and interpreted in accordance with the laws of the State of Georgia, excluding its conflict of laws provisions. Any dispute under or in connection with this Agreement or any of the transaction contemplated herein shall be subject to the exclusive jurisdiction of and the personal jurisdiction within the state and federal courts within Gwinnett County, Georgia. Client hereby waives any objection Client may have to personal jurisdiction in such courts. In the event Client defaults on the terms of this Agreement, Customer agrees to pay to Alcatraz Media all costs, fees, and expenses including reasonable attorney's fees.

**Entire Agreement:** This Agreement constitutes the entire understanding of the parties with regard to Client's purchase. All prior representations, oral or written, and all prior agreements, oral or written, are no longer valid; this Agreement represents the understanding between the Client and Alcatraz Media. All waivers or amendments to this Agreement must be in writing and signed by both parties. This Agreement or any portion hereof shall not be construed against the drafting party by reason of that party having drafted the Agreement or portion hereof.

**Validity of Terms:** If any provision, paragraph, or subparagraph of this Agreement is adjudged by any court of law to be void or unenforceable, in whole or in part, the rest of the Agreement shall remain in effect. The parties agree that in such event, then the invalid or unenforceable provision will be replaced with a provision or provisions having the same economic effect.

**Binding Agreement:** This Agreement shall be binding on, and shall inure to the benefit of, the parties to it and their respective heirs, legal representatives, successors and assigns. In all matters contained in this Agreement, time is of the essence.

**IN WITNESS WHEREOF**, the parties hereto have set their hands the day and year first above written.

CLIENT:	ALCATRAZ MEDIA:
Ву:	_By:
Title:	Title:



Alcatraz Media 8200 Roberts Drive Suite 205 Atlanta, GA 30350
TEL: 800.752.4792 / 678.320.2398 (HOTLINE)| FAX: 800.410.8234

# CREDIT CARD AUTHORIZATION FORM www.chicagotours.us

Per your instructions, you authorize **Alcatraz Media, Inc**. to charge (debit) your credit card for payment(s) toward your reservation as stated below and in accord with your contract.

You acknowledge and agree that total paid reflects an estimated charge based on contract. Final charges assessed upon service completion will be based on the actual service provided.

The undersigned assumes responsibility for any additional fees due to delayed or cancelled flights and authorizes credit card charges to be made for these costs or any others due; including tolls or parking, to be collected at the end of the charter/transfer.

Amount to be charged:	Date:	
VISA MASTER CARD DISCOVER	AMEX	
Credit Card # to be used:		
Exp Date	Security Code	
Billing Address		
Print Name as it appears on card x		
Cardholders Signature Authorizing Charge X		