

**CONTRACT NAME: AGREEMENTS BETWEEN SILVERADO STAGES AND  
DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement provides transportation for Davis Senior High School junior varsity and varsity football athletes to Pioneer High School for the games on September 7, 2018.

**FISCAL IMPACT:** The cost of the transportation is covered by donations.

# Acceptance

# Silverado Stages NC (SAC)

|                                                                |                                                                     |                                                               |                                    |
|----------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------|
| Client ID<br>Client<br>Company<br>Client Ref 1<br>Client Ref 2 | DavisJUSD<br>Laurie Williams<br>Davis Joint Unified School District | Charter ID<br>Movement ID<br>Status<br>Passengers<br>Distance | 23107<br>57539<br>Firm<br>56<br>65 |
|----------------------------------------------------------------|---------------------------------------------------------------------|---------------------------------------------------------------|------------------------------------|

|                                                                    |                                                                       |                                                        |                                                                                                                  |
|--------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|
| First Pick-up<br>Pick-up Date<br>Single Journey<br>Vehicle To Stay | 315 W 14th Street Davis 95616<br>Fri 9/7/2018 Time 15:30<br>No<br>Yes | Destination<br>Arrival Date<br>Leave Date<br>Back Date | 1400 Pioneer Ave Woodland 95776<br>Fri 9/7/2018 Time 16:00<br>Fri 9/7/2018 Time 17:00<br>Fri 9/7/2018 Time 19:00 |
|--------------------------------------------------------------------|-----------------------------------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------|

|                                                                                                                                                                                                                                                 |                                                     |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------|
| First Pick-up Instructions                                                                                                                                                                                                                      | Destination Instructions                            |
| Davis Senior High School 315 W 14th Street Davis 95616<br>Picking up JV team at Davis High 3:15/leave 3:30<br>Drop at Pioneer High<br>Return and pick up Varsity team to Davis High 4:45/leave 5:00<br>Drop at Pioneer High<br>Go back to yard. | Pioneer High School 1400 Pioneer Ave Woodland 95776 |

| Seats           | Vehicle Description                        | Vehicle No | Price      | Fees % | Fees    | Total      |
|-----------------|--------------------------------------------|------------|------------|--------|---------|------------|
| 54              | 54- Pax Motorcoach 5 years or older in age | 1          |            |        |         |            |
|                 | 7 Hours - California                       |            | \$1,027.20 |        |         |            |
|                 | 1 Environmental Fee                        |            | \$15.00    |        |         |            |
|                 | 150 Fuel Surcharge                         |            | \$58.50    |        |         |            |
|                 |                                            |            | \$1,100.70 | 1      | \$11.01 | \$1,111.71 |
| Movement Totals |                                            |            | \$1,100.70 |        | \$11.01 | \$1,111.71 |

| Driver Description | Vehicle No | Driver Description | Vehicle No |
|--------------------|------------|--------------------|------------|
| Full Time SPAB     | 1          |                    |            |

| Route | Further Requirements |
|-------|----------------------|
|-------|----------------------|

Picking up JV team at Davis High 3:15/leave 3:30  
Drop at Pioneer High  
Return and pick up Varsity team to Davis High 4:45/leave 5:00  
Drop at Pioneer High  
Go back to yard.

I have checked all the details above and agree that they are correct.

|           |                                                                                     |            |                |      |        |
|-----------|-------------------------------------------------------------------------------------|------------|----------------|------|--------|
| Signature |  | Print Name | Bruce E. Colby | Date | 9-5-18 |
|-----------|-------------------------------------------------------------------------------------|------------|----------------|------|--------|



Going the  
Distance  
for Travelers

2239 North Black Canyon Highway  
Phoenix, Arizona 85009  
Phone: (805) 545-8400  
Fax: (805) 364-5470  
Toll Free: (800) 781-4699  
Website: [www.silveradostages.com](http://www.silveradostages.com)

## Charter Terms and Conditions

Attached is the contract for your charter vehicle request. Please review all pages of the contract and return a signed copy with the required 30% deposit, or 50% deposit for Grad Night charters, to confirm your booking. Charters will not be confirmed and equipment will not be reserved until your signed contract and deposit is received. Quoted prices are valid for seven (7) days.

### PLEASE NOTE:

- Receipt of Agreement, signature and deposit are required to confirm the quoted services.
- Driver gratuities are customary and are in addition to quoted prices. A gratuity of 15-20% is customary for good service and can be handled directly with your driver at the end of the trip. We can also add a gratuity to your Charter Agreement if you prefer.
- Charter pricing is subject to increased charges at the conclusion of your trip should the actual use (time or distance) be in excess of quoted amount.
- These Terms and Conditions are applicable for all charters contracted with Silverado Charter Services, LLC ("Silverado Stages") and its brands including Silverado Tours, Sports Fan Express, Divine Transportation, and Ryan's Express Transportation.

### RATES:

This quotation is based on the original services requested, the estimated duration and distance of the trip, and our current tariffs, which are subject to change. In the event of a tariff revision, you will be notified concerning rates in effect for your date of service. The total charges for your Charter are subject to change in accordance with your actual itinerary, which is due in our office no later than twenty-one (21) days prior to the Departure Date. We must check and approve all itineraries for compliance with DOT Hours of Service regulations, any road restrictions, and the terms of this Agreement. Rates are computed based on the time or mileage beginning and ending at the Silverado Terminal, and total charges will be the greater of actual 'hours' vs 'miles' charges. Upon completion of the Charter, any additional hours or miles exceeding the agreed amount plus any additional fees for additional buses and/or drivers due to additional hours or miles will be billed based on the tariffs in effect at the time of the Charter. Clients with pre-established payment terms must remit payment for overage charges within seven (7) days of receipt of invoice, all others must remit payment immediately upon receipt of invoice. Late payments are subject to a monthly interest charge of 1.5%, compounded monthly, of the outstanding balance. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform this trip unless they are written into the Charter Agreement. A \$25 booking fee will be charged for each parking permit or entrance fee (in addition to the parking or entrance fee) that Silverado Stages obtains on behalf of the client.

### DRIVER(S) ROOM:

Client/Booking Agent is responsible for securing and payment of all drivers lodging required. One (1) room per driver/per night is required. Rooms must be within five (5) miles of the group's lodging and the hotel must have adequate bus parking on site or within one block of the hotel. Additional charges may apply if the driver lodging room is further than (5) miles away from the group hotel. Rooms must be of at least average quality, include a private restroom, and are subject to the approval of Silverado Stages (no cabins are permitted). A per diem minimum of \$200 per night, per driver will apply if this requirement is not met. Should Silverado be required to book driver rooms, the client is liable for a \$25 booking fee per reservation in addition to the room price.

### DEPOSITS AND PAYMENTS:

A deposit of thirty percent (30%) of the total amount of the Charter is due immediately upon receiving this Agreement in order to confirm your booking. Full payment is required no later than 14 days prior to the Departure Date or 60 days prior to departure for Grad Night Charters. Silverado Stages reserves the right to cancel this Charter if payments are not received by the due dates.

### CHANGE POLICY:

Any changes made 48 hours or less prior to the Charter service date/time are subject to a \$25.00 change fee per vehicle. Any changes made 24 hours or less prior to the Charter service date/time are subject to a \$50.00 change fee per vehicle.

### CANCELLATIONS:

All Cancellations must be submitted in writing. A change of Departure Date is considered to be a Cancellation of the scheduled Charter. Charters cancelled 30 days or more prior to the scheduled Departure Date are subject to a Charter Cancellation fee of 6% of the total price of the Charter or \$50 whichever is greater. Cancellations received less than 30 days prior to the scheduled Departure Date are subject to a Charter Cancellation fee of 30% of the total price of the Charter. No refunds will be made for cancellations received 14 days or less prior to the scheduled Departure Date.

### GRAD NIGHT PAYMENT

A Contract for service for Grad Night transportation require a 50% deposit upon booking confirmation. Full payment is due no later than 60 days prior to departure. Itineraries are due 21 days prior to departure.

# Silverado Stages – Charter Terms and Conditions

## GRAD NIGHT CHANGES & CANCELLATIONS:

All Cancellations must be submitted in writing. A change of Departure Date will be considered a cancellation of the Charter. All deposits are non-refundable. Grad Night Charters cancelled **less than 60 days** prior to the scheduled Departure Date are liable for the **full** Charter fee.

## PROHIBITED SUBSTANCES:

Smoking, drugs, and alcohol are prohibited on all coaches. Food and Drink are not allowed without prior approval. All animals except Service Animals are prohibited on the vehicles. Visibly inebriated individuals will not be allowed on our vehicles and if discovered while on the vehicle, will be immediately escorted off the vehicle.

## DAMAGES:

Silverado Stages inspects each vehicle before, during, and after each Charter. The Client/Booking Agent assumes full financial liability for the cost of repairing any damage caused by the negligence, recklessness or willful conduct any members of the client's party during the service or any other party that the group interacts with during the term of the Charter. This includes the cost to repair any interior and exterior damage, repair or replacement of damaged equipment, and all costs related to extraordinary cleaning the vehicle may require. Client is responsible for reimbursing Silverado Stages for any loss of revenue due to the vehicle being out-of-service while repairs are being completed. The cost of repairing, restoring or otherwise remediating any damage to a vehicle caused by Client may be charged to such Client's credit card on file or billed directly to such Client, without prior notice. Charters involving venues where alcohol is served will be subject to a refundable cleaning/damage deposit. A refundable damage deposit may also be required for any service that may subject the vehicle to an increased risk of damage.

## LOST AND FOUND:

Silverado Stages is not responsible for any lost items. Items found on the charter vehicle will be placed in our lost and found and held for 30 days pending contact by the client. Unclaimed items will be disposed of. Clients are responsible for making arrangements to retrieve items left on our vehicles. Clients are responsible for any shipping charges should they request an item be shipped to them.

## EMERGENCY CONTACT INFORMATION:

A Silverado Stages representative is available twenty-four hours a day, seven days a week by calling 805-545-8400 and choosing Option "0" for Operator during normal business hours or Option "5" for our Control Center during all other hours.

**UNSAFE PICK-UP AND DROP OFF LOCATION:** The motor coach operator has full authority to decide where he/she deems it appropriate to safely pick-up and/or drop-off passengers. If the pick-up or drop-off location is not accessible due to weather/road conditions, or the size of the vehicle is not suitable for the access road and the coach cannot safely make it to the originally agreed pick-up or drop-off location, the motor coach operator will adjust to the nearest safe location, and there will be no credit or refund associated with this service change. Any additional time or miles will be billed based on our 'RATES' at the time of the charter.

## ADA REQUESTS:

A minimum of forty-eight (48) hours notification prior to a Charter date is required if wheelchair accessible equipment is needed.

## HOURS OF SERVICE:

It is Silverado Stages' safety policy that any trip requiring driving more than 250 miles one-way must depart no later than 10:00 pm or no earlier than 4:00 am. Drivers cannot drive more than 10 hours or be on duty more than 15 hours in a 24-hour period.

## LIMITATION OF LIABILITY:

Silverado Stages' performance of the services contained in this contract is contingent upon the company's ability to furnish the equipment and perform the services. In the event of traffic delays, accidents, breakdown or any other issue that interferes with Silverado's ability to provide the contracted service, Silverado's liability is limited to a maximum of full refund of amount paid for the services pro-rated for services rendered up to that point. In no event will Silverado be liable for consequential damages of any kind.

## DISCLAIMER:

Silverado Stages is not liable for damage to or loss of baggage and/or other personal property. Customer baggage and property will be handled at the passenger's own risk and only in an amount that can be conveniently carried in the storage areas of the Charter coach. Silverado Stages shall not be liable for loss of time or monies due to mechanical failure, inclement weather or traffic. Due to the unpredictable failure rates of accessory systems, we cannot guarantee the operation of radio/video/Wi-Fi/P/A systems, air-conditioning and restrooms. No refunds or adjustments are given for accessory systems failures or unavailability. We cannot guarantee the assignment of requested drivers or coaches and we reserve the right to substitute equipment from other carriers.

I, the undersigned, do hereby accept the Charter Terms and Conditions described above and agree to adhere to all policies contained herein.

  
\_\_\_\_\_  
Charter Party Signature

9-5-18  
\_\_\_\_\_  
Date

**Bruce E. Colby**  
Chief Business Officer