

# Acceptance

Lux Bus America, Co.

Client ID	DJU001	Charter ID	40693
Client	Bruce Colby	Movement ID	93352
Company	Davis Joint Unified School District	Status	Firm
Client Ref 1	SPAB	Passengers	56
Client Ref 2		Distance	875

First Pick-up	Davis Senior High School_Davis	Destination	Thousand Oaks_CA
Pick-up Date	Fri 2/28/2020 Time 14:30	Arrival Date	Sun 3/1/2020 Time
Single Journey	No	Leave Date	Sun 3/1/2020 Time
Vehicle To Stay	Yes	Back Date	Mon 3/2/2020 Time 01:00

First Pick-up Instructions	Destination Instructions
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Davis Senior High School\_Davis  
315 W 14th St, Davis, CA 95616

1) La Quinta Inn\_1320 Newbury Rd, Thousand Oaks, CA 91320

1x56- passenger coach

2) Mamba Sports Academy  
1011 Rancho Conejo Blvd, Newbury Park, CA 91320

DEPART Thousand Oaks on 3/1/20 @ 7:00pm

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
56	Coach	1	\$4,920.00	0	\$0.00	\$4,920.00

Quantity	Description	Unit Price	Price	Tax %	Tax	Total
1	Driver's Gratuity (\$50/day)	\$150.00	\$150.00	0	\$0.00	\$150.00
<b>Movement Totals</b>			<b>\$5,070.00</b>		<b>\$0.00</b>	<b>\$5,070.00</b>

Driver Description	Vehicle No	Driver Description	Vehicle No
Driver	1		

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Route	Further Requirements
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DJUSD POC employee. Steve Harvey  
 Robotics Teacher - Davis Senior High School  
 Coach - Davis Schools Robotics Team

email: sharvey@djud.net  
 mobile: (530) 902-3180?

Day 1- Davis to Thousand Oaks  
 Day 2- Thousand Oaks -Local transfers  
 Day 3- Transfer from Hotel to sports center ( load at 06:45am, drop at 07:00am) . \*\*Driver must have enough time to go back to the hotel and get 8 hours off uninterrupted\*\* \_will require the drivers room to be extended one extra night\_  
 Depart March 1st at apporx. 7:00pm

Client: DJUSD employee  
 Organization: DJUSD Citrus Circuits Robotics  
 Coach: Steve Harvey  
 Coach contact: sharvey@djud.net

**\*PRICE IS SUBJECT TO CHANGE PENDING FINAL ITINERARY\***  
 Each additional hour is \$137 or \$5.25 per mile, whichever is greater\*

**\*\*Based on 3, 12 Hour days\***

**IMPORTANT: SPAB itinerary must be provided at least 7 days advance to the charter department date, in order for our safety department to verify drivers hours of service.**

**\*Client is responsible for driver's lodging on any overnight charter or on a one day charter exceeding the driver's drive time and/or miles. One driver per room. Bus parking at the hotel is required and there may be a charge(clients responsibility) \*\* The last day MARCH 1st will require the drivers room to be extended Client must provide driver's room confirmation prior to the charter date.\***

**No motor carrier of passengers can drive: More than 10 hours following 8 consecutive hours off duty. For any period after having been on duty 16 hours(SPAB), driver will need 8 consecutive hours off duty**

Included Items	Included	Included Items	Included
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Driver Gratuity	Yes	Drivers Accommodation	No
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Vehicle Facilities
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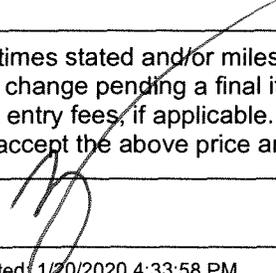
SPAB

References
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POC NAME: Steve Harvey  
 POC TELEPHONE: 530) 902-3180

POC EMAIL: sharvey@djud.net

Rate is based on times stated and/or miles, whichever is greater. If the charter exceed these, additional charges will apply. Price is subject to change pending a final itinerary and/or fuel surcharges. Client is responsible for any additional fees such as parking, tolls & entry fees, if applicable. I agree that the details above are correct. I confirm that I would like to make a firm booking and accept the above price and the payment terms detailed in the attached Terms & Conditions.

Signature		Print Name	<b>Bruce E. Colby Chief Business Officer</b>	Date	1-21-2020
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# LUXBUS AMERICA®

## CHARTER TERMS & CONDITIONS

This document contains the terms and conditions between Lux Bus America (the carrier) and client. This document, when signed by the client will constitute a legally binding contract. This contract shall be deemed to be fully in force if the customer has made any payments to secure the dates or to reserve the equipment. You are therefore requested to carefully read the entire contract or document before you sign it.

**ITINERARY:** Driver will be provided with a copy of the work order and itinerary, and he/she will be instructed to strictly follow it. The driver has no authority to make changes to the trip schedule without prior approval from carrier and contracted client. If approved, client shall be responsible for all additional hourly charges plus any additional fees that may be incurred. Additional charges will be charged or invoiced on the day immediately following the charters completion.

All Itineraries are subject to review and approval by carrier 7 days prior to departure. Lux Bus America must abide by the rules and regulations from The Department of Transportation for driver's "on duty" and "off duty" restrictions.

**ADDITIONAL CHARGES:** Client is responsible for road tolls, parking, park entrance fees, driver lodging, driver gratuity and/or attractions. Client is also responsible for overages associated with additional drive times due to traffic, construction, etc. Client must provide each driver with a single, non-smoking room (when and where applicable).

**PAYMENTS/TERMS:** Full payment is due 14 days prior to departure. The carrier reserves the right to cancel the charter agreement if the payment terms have not been agreed upon. Trips requiring rooming charges will also require additional deposit and payment conditions. Purchase Orders may be used in circumstances in which both parties agree, and only after the client has undergone a credit approval process. The carrier reserves the right to alter terms for larger-sized program. More specifically, programs with either 20 or more buses on any day, with 10 or more buses needed for multiple days, or with a program spend greater than \$50,000 will require 50% deposit 90 days from charter start date, with the remaining balance due at 14 days from charter start date.

**CANCELLATIONS/ REFUNDS:** If it is necessary to cancel the order or any portion thereof, notification of such cancellation must be received by Lux Bus America Co. at least fourteen (14) days prior to the date of the charter. Cancellations received thirteen (13) to seven (7) days prior to the contracted date will be charged 50% of the contracted amount for a cancellation fee. Cancellations received under seven (7) days prior to the contracted date will be charged 100% of the contracted amount. If notice is given by telephone please record time, date, and name of the company representative accepting your notice and email a record of the information to cancellations@luxbusamerica.com. Failure to record and transmit this information will result in cancellation fees being accessed.

**LIABILITY:** The Company shall not be deemed in breach of its obligations there under, if such failure or delay is due to Acts of God, natural disasters, national, state or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of the Company.

**REPAIRS OR DAMAGE:** A \$300 refundable cleaning deposit will be collected upon final payment due if food, beverage or alcohol is to be brought on board. The client assumes full financial liability for any damage to our vehicle, caused during the duration of the rental by client or any members of their party. The \$300 cleaning deposit will not be refunded if the client or any member of their party causes any damage to the vehicle, interior or exterior, electronic equipment, etc. In addition to this damage fee, the client will be charged the actual cost of repair or replacement of any damaged parts or materials.

**SUITABLE BEHAVIOR:** Please refrain from excessive drinking, be respectful to the driver, refrain from the use of foul language, and unacceptable behavior - it will lead to termination of the transportation. Quoted price and other occurring charges such as any damages to the property of Lux Bus America, and its employee's well-being, applicable attorney fees, court expenses, etc. will apply. Lux Bus America reserves the right to refuse to transport a person or persons under the influence or whose conduct is objectionable to other passengers or the safe operation of the coach. Smoking is prohibited by law while on the coach.

**PERSONAL BELONGINGS:** We are not responsible for articles lost, stolen, damaged, or left in our vehicles. You expressly waive any and all notice from Lux Bus America regarding any lost, stolen, damaged or belongings left in our vehicles, or the disposal of same. Please check for your belongings before leaving the vehicle. It is the responsibility of the client to reclaim recovered personal belongings found by the carrier. It is also the responsibility of the client to cover any costs associated with shipping/mailling any recovered items.

**MOTOR COACH EQUIPMENT AND ACCESSORIES:** Accessories such as AV equipment and restrooms are for the use of the passengers and while the carrier will endeavor to maintain this equipment, the carrier will not guarantee its availability or operation at any point during the charter. The carrier reserves the right to lease equipment from other carriers in order to fulfill this charter agreement.

These conditions are designed to achieve maximum safety and comfort for customer and operator. We appreciate your business and look forward to providing you with excellent service.

X

Signature



Name

Bruce E. Colby  
Chief Business Officer

Charter Order #

40693

Date Signed

1-21-2020