

**CONTRACT NAME: AGREEMENT BETWEEN ALL WEST COACHLINES AND DAVIS
JOINT UNIFIED SCHOOL DISTRICT**

BRIEF DESCRIPTION OF CONTRACT: This agreement is between All West Coachlines and DJUSD to transport DaVinci Charter Academy students and chaperones to Long Beach for the Zoology and Botany field trip to the Catalina Island Marine Institute. Travel dates are February 26, 2019 and March 1, 2019.

FISCAL IMPACT: Donations and fundraising fund the cost for the field trip transportation.

GENERAL TERMS AND CONDITIONS

1. **GENERAL.** This document contains all of the terms and conditions under which CUSA AWC LLC, dba All West Coachlines (the "Company", "Us", "We") agrees to furnish service to you ("Customer" or "You"). When you sign this document it is a legally binding contract, and it can only be changed by a later written agreement between us. Carefully read this entire document before signing.
2. **ITINERARY.** A written itinerary must be received no later than fourteen (14) days before departure. Our driver will be given a copy of your entire itinerary, and he will be instructed to follow it strictly. He has no authority to agree to make any changes in the trip schedule without the prior approval of an authorized Company supervisor. Therefore, if, after your trip begins, you want to make any change in the agreed itinerary, you must notify your driver at once and he will contact the Company. If we agree to the change you request, you must then pay the full amount of any increase in the contract price immediately upon completion of the trip. Any additional charges will be based on the Company's current published rates.
3. **COMPLIANCE WITH LAWS.** All itineraries must allow the driver and the Company to comply with all Federal, State and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ½ hour driver preparation; and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. If your itinerary requires the use of more than one driver, either the price of the charter will be adjusted or the itinerary must be changed to allow for only one driver. Upon reaching your destination, if the drivers' total on-duty hours have been used, the driver must have a minimum of 9 hours off-duty. The Customer is responsible for the driver(s) overnight room accommodations unless you and the Company have agreed in advance that the Company will provide the driver's room and bill you for the charges.
4. **RESPONSIBILITY FOR BAGGAGE.** The Company assumes no risk for handling baggage and other passenger's property and is not liable for any loss of such items stored anywhere in the bus. Passengers may only bring baggage and other property in an amount that can conveniently be carried in the chartered bus. Each passenger is responsible for removing all of their personal property and baggage from the interior of the bus at the end of each travel day and when the trip ends.
5. **STANDING WHILE BUS IN MOTION.** Buses may start or stop suddenly. Passengers are requested not to change seats or utilize the restroom when the bus is in motion unless exercising extreme caution. The Company will not be responsible for injuries to passengers who stand or walk while the bus is in motion. Charter groups must provide adequate supervision and discipline.
6. **SERVICE SUBJECT TO TARIFF.** Customer agrees that the performance of the service described in this order is subject to tariff regulations.
7. **RIGHT TO SUBSTITUTE EQUIPMENT.** The Company has the right, at its sole discretion to substitute equipment from our fleet or from other companies in order to fulfill this charter agreement.
8. **CHARGES.** The "TOTAL CHARTER PRICE" shown is the Company's estimate based upon our current tariff and our best estimate of the specific services you have requested before adding any fuel surcharge. Charters exceeding the miles or hours booked will be billed for additional charges. Additional hours are billed in 1 hour increments. Charges do not include driver gratuity.
9. **FUEL SURCHARGE.** All trips are subject to a fuel surcharge. Fuel surcharges are subject to change.
10. **DEPOSIT.** When a deposit is required, there is a 50% deposit per bus due 10 days after you receive your confirmation in the mail. If the deposit is not received when it is due, we may cancel the charter.
11. **PAYMENT.** Payment is due 14 days before departure unless satisfactory credit arrangements have been made and approved. Payment must be made in cash or by check payable to All West Coachlines. We accept VISA, MasterCard, American Express or Discover Card. A handling fee will be charged when paying with a credit card.
12. **FINANCE CHARGES.** If you have made credit arrangements with us to pay after departure and you fail to pay on time, we will charge you a finance charge on all past-due amounts of 1.5% for each 30 day period that the bill is past-due.
13. **CLEANING AND REPAIRS.** The Customer is liable for extraordinary cleaning and for all repairs to our vehicle (beyond normal wear) caused by members of your party. You agree to pay for all repairs and excess cleaning charged within the company's terms of payment.
14. **EXTRA FEES.** Parking, tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the Customer.
15. **ALCOHOLIC BEVERAGES.** If alcoholic beverages are brought on board our vehicle, a \$300.00 deposit is required. Alcohol deposits will be refunded after completion of the trip if the coach is left in good condition. Please allow 10 working days for refund to be processed. The Company reserves the right to refuse or terminate transportation to any person that displays aggressive behavior or appears to be under the influence of alcohol, or other intoxicating substances. Glass containers and kegs are not allowed on our buses.
16. **SMOKING ON THE BUS.** No smoking is permitted on our buses.
17. **CANCELLATIONS.** Charters booked, but not prepaid or confirmed by either party, may be cancelled by either You or the Company without notice. Trips cancelled less than 72 hours but more than 24 hours before spot time are subject to a \$250.00 per bus cancellation fee. Trips cancelled less than 24 hours before spot time are subject to a cancellation fee of 50% of the charter price. Cancellation at spot is subject to no refund.
18. **TIME OF ARRIVAL AND DEPARTURE.** The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to meet the schedule submitted by its agent or employee.
19. **FORCE MAJEURE.** The Company is not responsible for any delays, changes of schedule or cancellations resulting, directly or indirectly, from any act of God, public enemies, authority of law, quarantine, perils of navigations, riots, strikes, the hazard or dangers incident to a state of war, accidents, breakdowns, road conditions, weather conditions, and other conditions beyond the Company's control.
20. **ACCOMMODATIONS FOR THE DISABLED.** Any group which requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us in writing no later than 48 hours prior to the charter's departure.
21. **OXYGEN BROUGHT ON BOARD.** Groups with members using personal oxygen canisters must give the Company 48 hours advance notice. Each group member may have two (2) canisters inside the bus. Additional canisters must be transported under the bus and properly secured in the forward baggage compartment. Canisters stored under the bus must be properly packaged by the group member in protective cases with safety caps on the valves. Canisters may not exceed 4.5 inches in diameter and 26 inches in length.
22. **CASINO/INDIAN GAMING** All Passengers must be at least 21 years of age. NO CHILDREN ALLOWED.