

**CONTRACT NAME: AGREEMENT BETWEEN FIRST STUDENT CHARTER BUS RENTAL AND DAVIS JOINT UNIFIED SCHOOL DISTRICT**

**BRIEF DESCRIPTION OF CONTRACT:** This agreement between First Student Charter Bus Rental and DJUSD is to provide transportation for Davis High School Jazz Choir students from the Safari Inn Hotel in Burbank to Disneyland Park for scheduled events on February 18, 2019.

**FISCAL IMPACT:** Donations and fundraising events fund this trip.

# Thank you for Choosing First!

**First**  **Student**  
Charter Bus Rental

First Student Charter Center

Normal Business Hours  
Phone Number 855-870-8747

Printed on OCT 09, 2018 at 13:53:20

## Notice of Trip Confirmation

Davis High School Jazz Choir  
315 W 14th Street  
Davis , CA 95616  
US

ATTN: Karen Gardias

Customer #	Order Date	Trip Date	Trip Number
1539025	09/12/2018	02/18/2019	80334120
Event			
SP374463 T021819 TR SLPALM SAFARI			
Comments			

Phone Number	Fax Number	PO/Contract	Amount Paid	Payment Method	Payment Due Date
530-867-3788			\$959.12	Credit Card	02/13/2019

Bus#	Charter Date	Vehicle Type	Pick-up	Destination	
1	02/18/2019		Safari Inn, a Coast Hotel, 1911 W Olive Ave, Burbank, CA, 91506, US Service Start Time: 02/18/2019 06:30 AM	Disneyland Park--1313 Disneyland Dr, Anaheim, CA, 92802, US Service End Time: 02/18/2019 6 :30 PM	

Thank you for booking with First Student. Please review your confirmation for accuracy.

This notice of Trip Confirmation in conjunction with the attached Terms and Conditions govern your trip.

DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT. KEEP UPPER PORTION FOR YOUR RECORDS.

Please make check or money  
order payable to First Student  
Inc and return your payment to  
the address provided.

22157 Network Place  
CHICAGO, IL 60673-1221

LOCATION NUMBER:	22009
CUSTOMER NUMBER:	1539025
TRIP NUMBER:	80334120
INVOICE TOTAL:	\$959.12

00000220090001539025008033412000000959127

**TRIP DETAILS:**

TRIP#	Bus Number
80334120	1 of 1

**SERVICE START DATE/TIME: 02/18/2019 06:30 AM**

**SERVICE END DATE/TIME: 02/18/2019 6 :30 PM**

**TRIP CONTACT: Karen Gardias 530-867-3788**

**PICK-UP: Safari Inn, a Coast Hotel, 1911 W Olive Ave, Burbank, CA, 91506, US**

**VIA:**

**DROP-OFF: Disneyland Park--1313 Disneyland Dr, Anaheim, CA, 92802, US**

**SERVICE LOCATION: SL12695 Palmdale**

**DAY OF TRIP/AFTER HOURS PHONE: 661-522-0225 / 661-805-3201**

**ITINERARY DETAILS:**

**CONTACT: Karen Gardias 530-867-3788 PAX:50 PAX:52**

**PICK UP LOC: Safari Inn, a Coast Hotel, 1911 W Olive Ave, Burbank, CA 91506**

**DROP OFF LOC: Disneyland Park--1313 Disneyland Dr, Anaheim, CA 92802**

**RETURN LOC: Burbank Airport, 2627 N Hollywood Way, Burbank, CA 91505**

# **Charter Service Terms and Conditions**

## **First Student**

### **USE OF OR PAYMENT FOR THE SERVICES SHALL BE DEEMED ACCEPTANCE OF THIS CONTRACT**

These Terms and Conditions along with the Notice of Trip Confirmation (collectively, the "Contract") govern First Student's provision of the transportation services described in the attached Notice of Trip Confirmation (the "Services"). This Contract shall remain in effect for a period of one (1) year after the date it is signed by the Customer.

#### **1. Payment:**

First Student requires payment at the time of booking. First Student accepts only the following forms of payment: MasterCard, Visa, American Express, Cashier's Check, Money Order or Personal Check made payable to "First Student." Checks returned from a bank (insufficient funds, stop payment, etc) will result in a \$30 fee.

If payment is made by credit card, the transaction will be done by a third-party PCI compliant vendor. Customer has the option of having its credit card information kept on file.

**2. Notice of Cancellation:** Customer shall give First Student notice of cancellation not less than forty-eight (48) hours prior to the scheduled departure time to receive a full refund. FAILURE TO GIVE SUCH NOTICE SHALL RESULT IN CHARGE OF A ONE HUNDRED DOLLAR (\$100.00) CANCELLATION FEE FOR EACH BUS RESERVED. CANCELLATIONS OCCURRING AFTER ARRIVAL OF THE BUS COULD RESULT IN INCREASED CANCELLATION FEES

**3. Taxes; Additional Charges:** Prices do not include taxes, parking fees, tolls or additional charges for (i) changes in the scope of Services that result in additional mileage or driver hours; (ii) damage to equipment caused by passengers; or (iii)

extra cleaning of the equipment due to the nature of Services or the conduct of the passengers (collectively, the "Additional Charges"). CUSTOMER AUTHORIZES FIRST STUDENT TO BILL ANY OF THESE ABOVE REFERENCED ADDITIONAL CHARGES TO THE CREDIT CARD ON FILE AND CUSTOMER AGREES TO PAY ALL SUCH CHARGES IN ACCORDANCE WITH THE CARDMEMBER AGREEMENT.

#### **4. First Student's Responsibilities:**

- a. To use appropriately trained personnel to perform the Services safely and in a professional manner subject to the terms and conditions of this Contract.
- b. To issue a full refund to the Customer when the Services are cancelled by First Student.
- c. To notify the Customer of any taxes, tolls or Additional Charges that have been incurred and assessed to Customer in connection with the Services.

#### **5. Customer's Responsibilities:**

- a. To comply with all rules and regulations and instructions of First Student relating to the Service.
- b. To pay all taxes, parking fees, tolls and Additional Charges incurred or assessed in connection with the Services.
- c. To pay for a single, non-smoking hotel room with private bath for each driver during multi-day charters.
- d. To give notice of cancellation to First Student not less than 48 hours prior to the departure time. Refund checks will be processed no earlier than ten (10) business days following receipt of customer's notice of cancellation.
- e. To sign a trip sheet upon the request of the driver when the Services have satisfactorily been performed.
- f. To indemnify, defend and hold harmless First Student from and against all claims, damages and expenses (including reasonable attorney's fees) arising out of the negligence or willful misconduct of the

Customer or any passengers and relating to or during the performance of the Services provided by First Student pursuant to this Contract.

**6. DISCLAIMER:**

THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

**7. LIMITATION OF LIABILITY:**

IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FIRST STUDENT COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. FIRST STUDENT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS CONTRACT.

**8. Force Majeure:** First Student shall not be liable to Customer for any delays or non-performance resulting from mechanical failure, road, traffic or weather conditions, labor difficulties, or any other causes or circumstances beyond First Student's control. All arrival and departure times are approximate and cannot be guaranteed.

**9. Passenger Conduct:** First Student may refuse to transport you or any of your passengers, or may remove you or any of your passengers from the bus at any point, for one or several reasons, including without limitation:

- A passenger's conduct is disorderly, abusive or violent;
- A passenger appears to be intoxicated or under the influence of alcohol or drugs,
- A passenger attempts to interfere with the driver or the operation of the bus;
- A passenger refuses to obey instructions from the driver;
- A passenger engages in any action, voluntary or involuntary, that might jeopardize the safety of the bus or any of its occupants.

**10. Prohibited Items:** The following items and activities are prohibited at all times on First Student vehicles unless you have received prior written permission from the Company: (a) smoking; (b) decorations; (c) glass containers or kegs; (d) alcohol, drugs or other intoxicating substances; (e) flammable materials; butane operated grills or other combustibles; (f) guns, knives or any other weapons; and (g) animals.

**11. Governing Law:** The laws of the State of Delaware govern all matters, claims or causes of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract without consideration of Delaware's conflicts of laws principles.

**12. Dispute Resolution:** The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation may be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

**13. Attorneys Fees:** The undersigned agrees that First Student shall be entitled to all attorney fees and other costs associated

with recouping any amounts owed under this Contract.

14. Open Alcohol Containers: First Student will operate all charter trips in accordance with and limited by all governing state laws and regulations pertaining to open alcohol containers in vehicles. No minors will be permitted on a bus or in any other First Student vehicle where open container alcohol is present, unless accompanied by parent or legal guardian, and consumption of alcohol by a minor is specifically prohibited. Open container alcohol will not be permitted on any charter trip sponsored by a student organization, including but not limited to fraternities, sororities, sports clubs, dormitory organizations, etc. If governing state law permits open alcohol containers on buses or in any other First Student vehicles and Customer requests a charter with open alcohol containers and First Student grants permission for open alcohol containers on its buses or other First Student vehicles in accordance with paragraph 10 of this Contract, then all of the following shall apply:

- Only adults of legal drinking age may consume alcohol on the bus;
- Customer will be charged a non-refundable clean up fee, in addition to a refundable damage deposit. The damage deposit refund amount will be determined by the condition of the vehicle upon return. Dollar amount and details of the refundable damage deposit may vary by location; and will be communicated upon acceptance of agreement
- No kegs or glass containers are permitted under any circumstances.

As stated in paragraph 10 above, First Student reserves the right to refuse to permit open container alcohol on any bus or in any other First Student vehicle at any time if there is any doubt as to whether a group or individual is of drinking age or if the group or any of its members violate any of the provisions of this Contract.

15. Miscellaneous: THIS CONTRACT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE, COURSE OF PERFORMANCE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY NOR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT, OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT. In the event of a conflict between the terms of the Contract and any other document or agreement between Customer and First Student, the terms and conditions of this Contract shall control. If any portion of this Contract is found to be void or unenforceable, the remaining portions of this Contract shall remain in full force and effect.

16. Waivers: The parties may waive any provision in this Contract only by a writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Contract, and no act, omission or course of dealing between the parties, operates as a waiver or estoppels of any right, remedy or

condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

17. Amendments: The parties may not amend this Contract, except by written agreement that each party executes and that is identified itself as an amendment to this Contract.

18. No Jury Trials: THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY AND ALL PROCEEDINGS RELATED TO OR ARISING FROM THIS CONTRACT, THE SERVICES THAT FIRST STUDENT PERFORMS PURSUANT TO THIS CONTRACT, THE PERFORMANCE OR NON-PERFORMANCE OF EITHER PARTY'S OBLIGATIONS UNDER THIS CONTRACT OR ANY OTHER MATTER ARISING FROM OR RELATED TO THIS CONTRACT.

**CUSTOMER:**

-----

Date:

-----