

LUXBUS AMERICA

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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 document before you sign it. If you find any errors or omissions you should return the contract unsigned and make annotation of all errors or omissions on this document. If the carrier agrees that the original document is in error, a new document will be prepared and sent to the customer.

ITINERARY: Driver will be furnished 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 agreed upon, 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 prior to departure. The Department of Transportation prohibits drivers to be on duty for more than 15 hours per day, 10 of which are driving hours. The driver must be given 8 consecutive hours off duty before returning to "on duty".

SERVICE: It is understood and agreed that the performance of the service detailed in this work order is subject to tariff regulations and is contingent upon the carrier's ability to furnish the equipment and perform the service. The carrier reserves the right to lease equipment from other carriers in order to fulfill this charter agreement.

ADDITIONAL CHARGES: Client is responsible for all tolls, parking, park entrance fees, driver lodging and/or attractions. Groups are to provide each driver with a single, non smoking room (when applicable).

PAYMENTS: A deposit of \$100.00 per coach, per charter is due at the time of booking unless prior arrangements have been made. Full payment is due 14 days prior to departure of the equipment from its base terminal unless other credit arrangements have been made. The carrier reserves the right to cancel the charter agreement if the payment has not been as agreed. Special events, such as Parades, Rose Bowl or Professional Sporting events may require more restricted payment and deposit conditions. Trips requiring rooming charges will also require additional deposit and payment conditions.

CANCELLATION: A \$250 cancellation fee per coach will be charged for all confirmed charters, if cancelled within 72 hours of the departure date. Cancellations made within 24 hours of the departure date will be charged in full. Lux Bus America reserves the right to cancel any charter for non-payment or unsigned contracts. All contracts require signature and payment in order to be considered valid.

LIABILITY: The carrier does not guaranty to arrive or depart from any point at a specific time, but will endeavor to maintain the schedule submitted by its agent, employee or the customer. If any act of God, public enemies, authority of law, quarantine, perils of the schedule, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, poor conditions of the road due to storms, construction or other reason beyond the carriers control make it in the opinion of the carrier or its employees inadvisable to operate that charters vehicle either from the "Place of Origin" or to any other point on the rote. Additionally the carrier shall not be responsible for any damages that result form the cancellation or delay.

REPAIRS OR DAMAGE: It is understood and agreed upon that the customer as well as passengers are liable for all beyond normal repairs or cleaning to the charged vehicle caused by the chartering party's passengers. It is also understood that the chartering party is liable for any damages caused by the chartering party's passengers to the equipment, employees or visited location during the duration of the charter or as a result of the charter.

MOTOR COACH EQUIPMENT AND ACCESSORIES: Accessories such as video equipment, restrooms and stereos 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.

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 while on the coach.

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

Date signed

Charter order #

Departure date