

General Terms and Conditions

1. **PAYMENT:**
 - (a) A deposit of the greater of twenty-five percent (25%) of the estimated price, or one-hundred (\$100.00) for each bus ordered shall be required at the time of original order.
 - (b) Final payment for charter service is due and payable at least 21 days in advance of the charter date.
 - (c) When making payment, please indicate on your check or other mode in payment, the date of your trip and your Commercial charter order number to insure proper credit.
2. **PRICES SUBJECT TO CHANGE:** All prices quoted in the confirmation are subject to change under the circumstances described in this Section 2, but shall not be increased, in the aggregate, by more than twenty percent (20%).
 - (a) If the price of diesel fuel increases by more than ten percent (10%) between the date of the confirmation and the date of the charter, the Company may increase the prices quoted in the confirmation by an amount equal to the product of (i) the per gallon increase in diesel fuel over ten percent (10%), and (ii) the estimated number of gallons to be used in the charter.
 - (b) If there is a change in the federal, state or local laws or regulations between the date of the confirmation and the date of the charter that (i) require material modifications be made to the vehicle chartered under the confirmation prior to the date of the charter, or (ii) cause the Company to incur material additional or increased expenses in providing the charter services, the Company may increase the prices quoted in the confirmation.
3. **CANCELLATION:** This receipt confirms your order. The chartering party must notify Fisher Bus Service of cancellations. Cancellations made less than 14 days prior to departure will be subject to a 25% cancellation fee.
4. **ALLOWANCES:** No allowances or reductions of any kind shall be made in the rates set forth on this order.
5. **ADDITIONAL CHARGES:** When, at the request of the Chartering Party, any change in service resulting in an increase in miles or hours to that specified on the charter service order furnished, an additional charge shall be made for such additional service. Any change resulting in a reduction of charges will be subtracted from the estimated cost and will be refunded to the Charter Party after completion of trip. Tolls, highway fees, etc. will be separate and additional elements in the determination of any additional charges. The Company will notify the Chartering Party of any additional charges that may be expected to be incurred at the time of the original order.
6. **EXTENDED DAY TRIPS:** A detailed itinerary is required for extended day trips at least two (2) weeks prior to departure and the final itinerary must be received at least one week prior to departure. Itineraries are subject to review by a safety officer of the Company. Prices are subject to change based on the final itinerary. The Chartering Party is responsible for reserving and paying for a room(s) for the driver(s).
7. **DRIVER HOURS:** Federal Department of Transportation safety regulations prohibit drivers to be on duty more than fifteen (15) hours per day, ten (10) of which are for driving (including a 30 minute pre- and post-trip vehicle inspection). The driver must be given ten (10) consecutive hours off before he/she may resume his/her duties.
8. **DAMAGES TO BUSES:** The cost of repairing damage to buses resulting from acts of members of the Chartering Party shall be charged to the Chartering Party and is payable as soon as such cost is determined.
9. **ARRIVAL TIME:** The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. Operators are carefully selected and have instruction to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic and weather conditions are beyond Company control.
10. **EQUIPMENT:** Equipment furnished by the Company is thoroughly inspected before being assigned to the charter service to insure uninterrupted service. If for some reason beyond the control of the Company, a mechanical failure makes necessary the replacement of a bus originally assigned to the charter service, the replacement bus may be of a different type. VCR and/or DVD equipment is installed on some of our vehicles. Request for VCR or DVD equipped vehicles will be honored to the best of our ability, but is not guaranteed. Only non-copyrighted video cassettes are permitted to be shown. The following is important information from a Summary Statement prepared by the Film Security Office of the Motion Picture Association of America, Inc. provided for you information: "By law the prerecorded video cassettes available in stores throughout the United States are for HOME USE ONLY". The U.S. Copyright Act grants to the copyright owner the EXCLUSIVE right amount others, "to perform the copyrighted work publicly," (U.S. Code Title 17, Sections 101 and 106). "Even performances in semipublic places such as clubs, lodges, factories, summer camps, and schools are public performances subject to copyright control." Companies, organizations and individuals who wish to publicly exhibit copyrighted motion pictures and audio visual works MUST secure a license to do so. THE COMPANY, DISCLAIMS ANY AND ALL LIABILITY FOR THE SHOWING OF COPYRIGHTED VIDEO CASSETTES. This requirement applies EQUALLY to profit making organizations and non-profit institutions such as hospitals, prisons, schools, and the like. Purchases of prerecorded video cassettes and video discs do not change their obligations. In addition, public performance of videotape recordings made from televised motion pictures is a multiple copyright infringement.
11. **BAGGAGE:** The Company assumes no responsibility whatsoever for any personal property. Baggage and all other personal property will be handled only at passengers' own risk. Passenger's baggage shall be carried subject to the available accommodations (as determined solely by the Company) provided by interior and/or exterior racks.
12. **OBJECTIONABLE PERSONS:** The Company reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons.
13. **CONDUCT OF PASSENGERS:** Passengers shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the bus.
14. **FIRE ARMS, EXPLOSIVES AND FIREWORKS:** Possession of fire arms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on the vehicle.
15. **COLLECTION:** A past due account may be referred to a third party for collection. The purchaser agrees to be responsible for all collection costs and attorney's fees.
16. **UNUSUAL CLEANING:** When the nature of the charter trip is such that a greater than normal amount of time and material will be necessary to clean bus properly upon its return to garage, the Company, at its option, may require additional cost to cover such additional time and materials.
17. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR EITHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.
18. **FORCE MAJEURE:** Neither party shall be liable for failure or delay in performing obligations set forth in this agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonable beyond the control of such party.
19. **ENTIRE AGREEMENT:** This Agreement constitutes the entire agreement between the parties and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof.
20. **NO ASSIGNMENT:** The Chartering Party may not assign this Agreement or any of their respective rights, interests, duties or obligations hereunder without the prior written consent of the other party. The Company may assign this Agreement and any of its rights, interests, duties or obligations hereunder without the prior written consent of the chartering party.
21. **PROHIBITED ITEMS:** The following items are prohibited without the written consent of the Company:
 - I. Alcoholic Beverages (a \$50.00 deposit (per bus) will be required if alcoholic beverages are allowed by the Company. The deposit may be refunded if the bus is returned undamaged and with no excessive cleaning. No tap beer will be allowed on any bus. A chaperone/responsible person (21 years of age or older) will be asked to sign a "Rules & Statement of Responsibility" form.)
 - II. Smoking
 - III. Glass containers
 - IV. Fuel containers and generators.