

# Charter Price Quote

Golf Manor, OH  
1861 Section Rd



<b>Purchase Order # :</b>		<b>Trip Date:</b>	Monday, February 19, 2018
<b>Customer :</b>	BOONE COUNTY SCHOOLS	<b>e-mail :</b>	JO.PENNINGTON@BOONE.KYSCHOOLS.US
<b>Attention :</b>	JO PENNINGTON	<b>State :</b>	KY
<b>Address :</b>	BOONE COUNTY SCHOOLS [Golf Manor/CHCAA, OH]	<b>ZIP :</b>	41042
	8330 US 42	<b>Phone :</b>	8593845040
<b>City :</b>	FLORENCE	<b>Fax # :</b>	

**Trip ID:** CH7003-14969  
**Trip Name:** NEUSOLE GLASS  
**Trip Description:** YELLOW BUS STAY

**Bus Type:**  
**Bus Quantity:** 1

Address Description	Address	Arrival Time	Departure Time
CONNER MIDDLE SCHOOL	, , , ,	07:55 AM	08:00 AM
NEUSOLE GLASS	, , , ,		01:00 PM
CONNER MIDDLE SCHOOL	, , , ,	02:00 PM	02:00 PM

## Special Instructions for Driver

YELLOW BUS STAY

## Special Notations

## Estimated Charges :

Start Time	End Time	Miles	Description	Additional	Total
07:15 AM	02:50 PM	0	NEUSOLE GLASS		\$390.00
=	<b>Subtotal:</b>	\$390.00	= \$390.00		

**Trip booked by:** Tarina Sims  
**Email:** tsims@petermannbus.com

## PRICING ESTIMATE

- \*Estimated charges based on total time
- \*Time begins and ends at bus yard location
- \*Estimate based on information provided by customer at order time
- \*Final billing may vary based on time
- \*Driver lodging applicable to overnight trips or trips in excess of 10 hrs/day on-duty driving
- \*24 hours notice required for cancellations
- \*Fee applies to cancellations less than 24 hours or "at the curb"

**I have read and accepted Terms And Conditions:**

## CUSTOMER ACKNOWLEDGEMENT/SIGNATURE

X \_\_\_\_\_ / \_\_\_\_ / \_\_\_\_

I acknowledge information, itinerary fee estimate is correct  
**If signed confirmation is not returned within 10 days, your reservation will be canceled**

Sign and return copy of confirmation with payment information

We Accept



**Customer is responsible to pay all parking fees/tolls**

**Prepay Amount :**

**Receipt #**

## TERMS AND CONDITIONS

**SERVICE:** Performance of the service detailed in this Agreement is contingent upon the Carrier's ability to furnish the vehicle and perform the services. Carrier reserves the right to lease the vehicle from other carriers or subcontract services in order to fulfill this Agreement. Carrier will follow the written itinerary, however, exact departure and arrival times are not guaranteed. Carrier will abide by federal, state, and local regulations as applicable.

**RISK OF LOSS:** Carrier is not responsible for the loss, damage, or theft of personal property. Carrier is not responsible for the personal injury of Customers or third parties caused by the negligent or intentional acts of the Customer, passengers or third parties.

**PASSENGER CONDUCT:** At any time during the charter trip the Carrier, or the driver as the Carrier's representative, reserves the right to refuse to transport any person or persons that Carrier or its representative believes to be under the influence or whose conduct is objectionable to other passengers or detrimental to the safe operation of the vehicle. Smoking and consumption of alcoholic beverages are strictly prohibited while on the vehicle. Passengers engaging in any acts of illegal activity shall be removed from the vehicle. Customers carrying weapons are subject to removal at the Carrier's discretion. Carrier will not permit anything to be thrown out of the windows or placed over any of the windows. Animals are not permitted unless approved by the Carrier in advance. Carrier is not responsible for any passengers who have not boarded the vehicle at the time of departure. Customer must provide their own supervision if required. The Carrier is not responsible for the Customer's failure to provide supervision.

**VEHICLE EQUIPMENT AND ACCESSORIES:** Use of any equipment, including but not limited to radios, CD players, or video devices, whether installed on the vehicle or brought by passengers shall be operated only if agreed to by the Carrier or the driver as the Carrier's representative. Any activity that interferes with the safe operation of the vehicle shall be discontinued immediately. Use of any external signage or decoration requires prior Carrier approval subject to law.

**REPAIRS OR DAMAGE:** The Customer is liable for all damage to the vehicle interior and exterior caused by any of the passengers or incurred during the charter trip, unless the result of driver's negligence. The non-refundable cleaning fee applies to normal use. An additional fee will be charged for any cleaning services beyond what is usual and customary. Customer shall be responsible for replacement costs of any items that cannot be satisfactorily cleaned or repaired.

**INSURANCE:** Carrier shall maintain insurance for General and Auto Liability coverage and for Workers' Compensation coverage. General and Auto Liability insurance shall be maintained to protect Carrier from any claims from damages for personal injury or death, and from damage to property, which may arise from operations of Carrier under this Agreement. The General Liability and Automobile Liability insurance shall each have a single limit of One Million Dollars (\$1,000,000.00). Worker's Compensation Insurance shall be maintained by Customer as required by law to protect the Carrier from claims that arise from its operation under this Agreement.

**HOLD HARMLESS:** The Customer agrees to defend, hold harmless and indemnify the Carrier from any and all claims which may be made by reason of any injury to person or damage to property which arise out of, are caused by, or result from the negligent act or omission or willful misconduct of the Customer, its agents, employees, representatives, officers and directors as well as any passengers or guests, directly or indirectly associated with the Customer. It is also understood that the Customer agrees to indemnify and hold harmless the Carrier from any and all claims for injury or damage to person and/or property which arise out of, willful misconduct of third party persons on property not owned, operated or controlled by the Carrier. Customer, at its own expense and risk, shall defend any legal proceeding in connection with this Agreement that may be brought against the Carrier, its officers, agents, or employees on any such claim or demand, and satisfy any judgment

that may be rendered against the Carrier. In the event that any such proceeding is brought against the Carrier, its officers, agents, or employees, Carrier shall have the right to select and employ counsel to defend such persons and entities and shall have the right to settle any claims when the Carrier, in its sole discretion, deems such a settlement advisable. The Customer, its agents, employees, representatives, officers and directors shall cooperate in all reasonable manners in the defense of such claims.

**FORCE MAJEURE:** Carrier shall be excused from performance hereunder during the time and to the extent that it is prevented from performing in the customary manner by an act of God, fire, flood, earthquake, war, riot, civil disturbance, terrorism, epidemic, quarantine, strike, lockout, labor dispute, oil or fuel shortage, freight embargo, rationing or unavailability of materials or products, loss of transportation facilities, commandeering of the vehicle, materials, products, plants, or facilities by the Government, or any other occurrence which is beyond the control of the Carrier. Additionally, the Carrier shall not be responsible for any damages which result from any cancellation or delay.

**AS IS WARRANTY:** Vehicle and services included or otherwise made available to the Customer are provided on an "As Is" and "As Available" basis. Carrier makes no representations or warranties of any kind, express or implied, as to the operation of vehicle and accessories.

**LIMITATION OF LIABILITY:** To the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, the total liability, in the aggregate, of the Carrier and the Carrier's officers, directors, employees, agents, and any of them, to the Customer and anyone claiming by, through or under the Customer, for any and all claims, losses, costs or damages of any nature whatsoever arising out of, resulting from or in any way related to the Agreement from any cause or causes, including but not limited to the negligence, errors or omissions, strict liability, breach of contract or warranty, express or implied, of the Carrier and the Carrier's officers, directors, employees, agents, and any of them, shall not exceed the total compensation received by the Carrier under this Agreement.

**DISPUTE RESOLUTION:** The parties agree to submit any dispute to binding arbitration under the Commercial Rules of the American Arbitration Association. Such arbitration will be held as promptly as possible in DuPage County, Illinois and will be conducted before a panel of three (3) members. The Carrier and the Customer shall each select one arbitrator, and the third arbitrator shall be selected by agreement of the other two arbitrators so chosen. The decision of a majority of the arbitration panel will be binding on the parties and may be submitted for enforcement to any court of competent jurisdiction. The respective costs and expenses associated with the arbitration shall be borne by each party separately.

**GOVERNING LAW/ENTIRE AGREEMENT:** This Agreement and all of the rights and obligations of the parties hereto shall be construed, interpreted and applied in accordance with the laws of the State of Illinois. This document represents the entire Agreement between the parties. No changes or modifications shall be made to these Terms and Conditions. In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid or unenforceable provision had not been included herein.

**HEADINGS:** Headings herein are for convenience only and have no effect in limiting or extending the language of the provisions to which they refer.