

# Croswell

## Charter Confirmation

975 West Main Street Williamsburg, OH 45176-1147  
 (513) 724-2206 Fax: (513) 724-3261  
 www.gocroswell.com

Mann Elementary School  
 Julie Johnson  
 10435 US 42  
 Union, KY 41091

**Charter # 44871**

Date Printed: Tuesday, April 23, 2019

PO #:

Group Name:

Phone: 859-384-5000 Fax:

Salesperson: Anne Werring

Email: Anne@goCroswell.com

		Departure Time	Date	# Coaches	Description	Total Capacity
Pickup	Mann Elementary School 10435 US 42 Union, KY	08:00 am	04/17/20	3	54 pax	162
Dropoff	Connor Prairie 13400 Allisonville Road Fishers, IN		04/17/20			162
Pickup	Connor Prairie 13400 Allisonville Road Fishers, IN		04/17/20			162
Dropoff	Mann Elementary School 10435 US 42 Union, KY	05:30 pm	04/17/20			162

**Deposit of \$ 484.58 is due: May 6, 19**  
**Remainder of \$ 4,361.21 is due: Mar 27, 20**  
**Total Cost: \$ 4,845.79**

**Itinerary:**

Julie Johnson 859-384-5000 julie.johnson@boone,kyschools.us

^This rate does not include gratuity, parking fees or Wi-Fi.

^There is a 3% fee on any payment made by credit card.

RETURNING THIS AGREEMENT, SIGNED AND DATED WHERE NOTED, ALONG WITH ANY  
 DEPOSITS REQUIRED WILL CONFIRM THIS RESERVATION.

Signature

DocuSigned by:

F7BC25043E07462...

Date

# CROSWELL

[www.gocroswell.com](http://www.gocroswell.com)

## MOTORCOACH CHARTER AGREEMENT

### Securing Reservation:

Your reservation will not be secured until a signed confirmation is returned with the required deposit. Deposits are fully refundable (unless otherwise noted) if cancellation occurs, in writing, at least 30 days prior to departure.

### 21 Days from Departure:

In addition to final payment, a full itinerary including all addresses, locations, and details must be submitted. Any itinerary change requests within 21 days of departure may or may not be possible and are subject to additional charges.

### Inclusions/Exclusions:

All trip costs are included with the following exceptions:

- Customer is responsible for driver lodging (single room)
- Customer pays any bus parking or permit fees

### Optional Services:

- Onboard Wi-Fi service is available for \$50-\$100 per day.
- A 3% convenience fee for final payments made by credit card.
- Tipping your driver is optional and appreciated for excellent service and is typically \$1-\$2 per day, per person.
- Alcohol may be permitted with a refundable deposit.

DS  
Initial \_\_\_\_\_

\_\_\_\_\_ Date



**TRIP DETAIL:** Excellent service begins with proper preparation and therefore we insist on having all requested trip details in a timely fashion (as outline in the charter agreement). Schedule changes made less than 21 days from departure **MUST** be pre-approved, are subject to pricing adjustments, and may not be possible.

**ITINERARY/SAFETY:** Driver Fatigue is the foremost safety problem with all commercial vehicles. **WE WILL NOT** compromise your safety by violating the legal driving limits which are as follows:

1. 15 consecutive hours on duty in any 24 hour period
2. Of this 15 hours, a maximum of 10 hours may be actual driving hours
3. After 15 hours on duty, the driver must have 9 consecutive hours off duty before resuming service.

To avoid any interruption, please forward a detailed itinerary with final payment. If your itinerary has excess driving requirements PRE-ARRANGMENTS may be made for additional drivers.

**RESPONSIBILITIES:** It is understood and agreed that performance of the service detailed is contingent upon our ability to perform the service and provide the equipment. Additionally, if an act of God, public enemies, authority of law, riots, strikes, accidents, breakdown, bad conditions of the road, snow storms, and other conditions beyond its control, make it in the opinion of the carrier, inadvisable to operate charter either from the "place of origin" or any point en-route, Croswell shall not be liable therefore. In addition, Croswell does not guarantee to arrive at or depart from any point a specified time, but will endeavor to maintain the schedule submitted by the Chartering Party.

**EQUIPMENT:** Equipment furnished by Croswell 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 of any kind makes necessary the replacement of a motorcoach originally assigned to the charter service, the replacement motorcoach may be a different type. In no case shall Croswell be liable for consequential damages resulting from mechanical failure or delay. Also, Croswell will not refund for mechanical failure of standard amenities, such as audio/video system. Croswell reserves the right to lease equipment from other companies in order to fulfill this charter agreement.

**DAMAGE TO EQUIPMENT:** All cost of repairing damage to buses resulting from acts of member of the Chartering Party shall be charged to the Chartering Party and is payable as soon as the cost is determined. In addition, Croswell reserves the right to require additional cost to cover excess cleaning. All decoration to buses must be pre-approved by Croswell.

**NOTICE OF BAGGAGE LIABILITY LIMITATIONS:** Croswell does not assume responsibility for stolen baggage or items left on the motorcoach. Liability is limited to \$500 per bag, including contents, for lost or destroyed baggage. Liability is limited to \$50 per bag for repairing or replacing baggage only. Croswell assumes no responsibility for electronic equipment, photographic equipment, jewelry, cash, computer equipment, or other similar valuable items.

**ADDITIONAL CHARGES/SURCHARGES:** When, at the request of the Chartering Party, any change in service that results in an increase in miles or hours to the specifications on the charter service order furnished, an additional charge shall be made for all such additional service. Any charge resulting in reduction of charges will be subtracted from the estimated cost and will be refunded to the Charter Party after completion of the trip. In addition, Croswell reserves the right to add surcharges when/if economic conditions create significant increases in the cost of doing business. This includes but is not limited to fuel prices.

**CANCELLATION POLICY:** Charter is subject to cancellation if payments are not received when due.

**Cancellation Charge:**

- Over 30 Days prior to departure: Full Refund (unless specified otherwise)
- 21-30 Days prior to departure: \$150 per day
- 0-20 Days prior to departure: \$400 per day
- Bus departs garage prior to cancellation: Full Charge

**FUEL SURCHARGE:** Your contract price is based upon today's fuel rate. A fuel surcharge may be added 30 days prior to departure on all charters if fuel pricing increases significantly.

**GOVERNING LAWS:** The contract shall be governed by and interpreted in accordance with the laws of the State of Ohio, and any action or other legal proceeding of any kind, based upon or in any way related to the subject matter of this contract shall be brought exclusively in an appropriate court of competent jurisdiction (state or federal) located in Clermont County, OH (if the action is brought in state court) or in the Southern District of Ohio (if the action is brought in Federal Court.) Any action brought within such courts shall not be transferred or removed to any other state or federal court. It is further understood and agreed by the parties that, by this clause, they consent to the exercise of jurisdiction by the above - named courts as their freely negotiated choice of forum for all actions arising out of, or in any way related to the subject matter of this contract.

DS  
\_\_\_\_\_  
Initial

\_\_\_\_\_  
Date