



Kenton County School District | It's about ALL kids.

**THE KENTON COUNTY BOARD OF
EDUCATION**

1055 EATON DRIVE, FORT WRIGHT, KENTUCKY
41017

TELEPHONE: (859) 344-8888 / FAX: (859) 344-1531

WEBSITE: www.kenton.kyschools.us

Dr. Henry Webb, Superintendent of Schools

KCSD ISSUE PAPER

DATE:

03/18/19

AGENDA ITEM (ACTION ITEM):

Consider/Approve Approve the contract with Lakefront Lines for **Kenton Elementary School** to travel via charter bus to Sports of All Sorts located at 10094 Investment Way, Florence, KY 41042 on May 29, 2019.

APPLICABLE BOARD POLICY:

01/1 – Legal Status of the Board

HISTORY/BACKGROUND:

The purpose of the trip is to take fifth grade students to participate in Practical Living state standards. Students will have opportunities for exercise and gross motor structured events.

FISCAL/BUDGETARY IMPACT:

Student fees collected and School Activity Funds utilized to cover indigent students, which will cover all expenses for this trip.

RECOMMENDATION:

Approval of the contract with Lakefront Lines for Kenton Elementary School to travel via charter bus to Sports of All Sorts located at 10094, Investment Way, Florence, KY 41042 on May 29, 2019.

CONTACT PERSON:

Lisa Reynolds


Principal


District Administrator


Superintendent

Use this form to submit your request to the Superintendent for items to be added to the Board Meeting Agenda.

Principal –complete, print, sign and send to your Director. Director –if approved, sign and put in the Superintendent's mailbox.

Kenton County Board of Education

Board Members: Carl Wicklund, Chairperson Karen L. Collins, Vice Chairperson Carla Egan Shannon Herold Jessica Jehn
"The Kenton County Board of Education provides Equal Education & Employment Opportunities."

Acceptance

Lakefront Lines - Cincinnati

4991 Factory Drive
P.O. Box 18613
Fairfield, OH 45018-0613

Tel No: 513-829-8290
Fax No: 513-829-7049

Website: www.lakefrontlines.com

Client ID	kenele001
Client	Lisa Reynolds
Company	Kenton Elementary School
Client Ref 1	
Client Ref 2	

Charter ID	63396
Movement ID	84978
Status	Quotation
Passengers	
Distance	100

First Pick-up	Independence, KY
Pick-up Date	Wed 5/29/2019 Time 09:30
Single Journey	No
Vehicle To Stay	Yes

Destination	Florence, KY
Arrival Date	Wed 5/29/2019 Time 09:55
Leave Date	Wed 5/29/2019 Time 13:30
Back Date	Wed 5/29/2019 Time 14:00

First Pick-up Instructions	Destination Instructions
----------------------------	--------------------------

Kenton Elementary
11246 Madison Pike
Independence, KY 41051

Sports of All Sorts
10094 Investment Way
Florence, KY 41042

Seats	Vehicle Description	Vehicle No
56	56 Passenger Coach	1
56	56 Passenger Coach	2

Movement Totals \$1,700.00

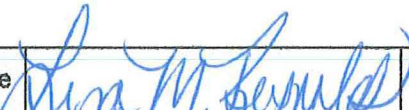
Driver Description	Vehicle No	Driver Description	Vehicle No
CDL Driver	1	CDL Driver	2

Notes:

Salesperson: June
Client Notes: Please remit a PO Number to book.

Point of Contact: Lisa Reynolds
Please confirm with Linda 14 days prior at Ext 100; Yes

I have checked all the details above and agree that they are correct. I confirm that I would like to make a firm booking and I accept the above price and the payment terms detailed in the attached letter.

Signature		Print Name	Lisa M. Reynolds	Date	2/5/19
-----------	---	------------	------------------	------	--------

Lakefront Lines, Inc
SERVICE TERMS AND CONDITIONS

1. **PAYMENT:**
 - a. A deposit of \$100.00 per bus, for a one day tour, a deposit of \$300.00 per bus, for a multi-day tour, and a \$500.00 deposit per bus for a New York City shopping trip, will hold and guarantee a vehicle. No bus is held until the deposit is received.
 - b. Final payment for charter services is due 14 days in advance of the charter leave date. The payment must be in the form of a money order, bank check, or credit card. All credit card use is subject to a 3% processing fee on the amount charged.
 - c. When sending a payment, please indicate on it your trip number and the leave date. This is to ensure proper credit.
 - d. If departure date is less than 14 days from booking date, payment in full must be made via a credit card, certified bank check, or money order at time of booking.
2. **PRICES SUBJECT TO CHANGE:** All prices quoted are subject to change under the circumstances described herein, but shall not be increased, in the aggregate, by more than twenty percent (20%).
 - a. If the price of diesel fuel increased by more than twenty percent (20%) between the date of the confirmation and the date of the charter, the Company may increase the prices quoted by an amount equal to the product of (i) the per gallon increase in diesel fuel over twenty percent (20%), 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 motorcoach chartered, or (ii) cause the company to incur material additional or increased expenses in providing the charter service, the Company may increase the prices quoted in the confirmation.
3. ****CANCELLATION:** The Chartering Party must notify the Company of cancellations. There will be no cancellation fee if the cancellation is made more than 60 days prior to the Charter Leave Date from March thru June and 30 days prior to the Charter Leave Date for the rest of the year. Cancellations made less than 60 days prior to the Charter Leave Date for the months of March thru June will be subject to a minimum per bus cancellation fee, which will be equal to the deposit amount as stated in Item 1 above. And less than 30 days prior to the Charter Leave Date for the rest of the year will be subject to a minimum per bus cancellation fee, which will be equal to the deposit amount as stated in Item 1 above. The Group Tour cancellation notice varies for each group. Consult the Group Tour Book or Group Tour Coordinator in specific trip cancellation policies. A Special Event cancellation policy is separate from the standard cancellation policy and will be made specific to each special event.
***All cancellations made at pick up will be charged the full amount of the charter.*
4. **ALLOWANCES:** No allowances or reductions of any kind shall be made in the rates set forth on this order.
5. **ADDITIONAL CHARGES:** When the Chartering Party requests any change in service that results in an increase in miles or hours to that specific charter, an additional charge may be necessary for that additional service.
6. **GROSS VEHICLE WEIGHT (GVW):** The bus GVW is rated at 60,000 lbs. For any reason that your group and baggage exceeds the maximum GVW, any extra costs, tickets, or fines will be the responsibility of the group.
7. **OVERNIGHT AND PARKING COST:** Overnight trips require the chartering party to reserve and pay for the driver(s) room(s) at the hotel the group is staying at, and any bus parking fees for the length of the trip.
8. **SALES TAX:** All charters that stay within the State of Ohio are subject to sales tax unless the customer provides a blanket exemption certificate. No sales tax if you leave the State of Ohio.
9. **ITINERARY:** A detailed itinerary is required for single day trips with multiple stops and for all multi-day trips, at least two (2) weeks/fourteen (14) days prior to departure date. 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 the driver(s) room(s) and any parking fees at the hotel, for the length of the trip.
10. **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 nine (9) consecutive hours off before he/she may resume his/her duties. When driving through the night, between the hours of 2 am and 5 am, the driver must be given a consecutive twelve (12) hours off before he/she can resume his/her duties. Time starts when the driver officially Logs Off and walks away from the bus.
11. **DAMAGES TO BUSES:** The cost of repairing damage to buses resulting from the conduct and actions of passengers on that specific charter shall be charged to the Chartering Party and is payable as soon as such cost is determined.
12. **ARRIVAL TIME:**
 - a. The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to maintain the schedule submitted by the Chartering Party.
 - b. If any act of God, public enemies, authority of the law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, bad conditions of the road, and other conditions beyond its control make it, in the opinion of the Carrier, inadvisable to operate the chartered vehicle either from the place of origin or any point enroute, the Carrier shall not be liable therefore.

13. **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. In no case shall the Company be liable for consequential damages resulting from mechanical failure of delay. The Carrier reserves the right to lease equipment from other companies in order to fulfill the charter agreement.
- DVD/Wi-Fi equipment is installed on all our over the road motor coaches. Only non-copyrighted discs 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 your information: "By law, the prerecorded video disc 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 among 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." Anything other than an "original DVD" will not work in our players. THE COMPANY DISCLAIMS ANY AND ALL LIABILITY FOR THE SHOWING OF COPYRIGHTED DVD'S. This requirement applies EQUALLY to profit making organizations and non-profit institutions such as hospital, prisons, schools, and the like. Purchases of prerecorded DVD's do not change their obligations. In addition, public performance of recordings made from televised motion pictures is a multiple copyright infringement. No refund will be made for non-working DVD or Wi-Fi service.
14. **LUGGAGE AND LOST ITEMS:** The Company assumes no responsibility for any personal property. Luggage and all other personal property will be handled only at passenger's own risk. Luggage compartments will hold ONE suitcase weighing no more than 100 pounds for each passenger. Additional carry-on is allowed, which the passenger is responsible for at all times. The Company does not accept responsibility for important or valuable items left on the vehicle and is not responsible for returning or locating lost items. The Company assumes no responsibility for walkers or scooters being transported in the luggage compartments.
15. **BEVERAGE DEPOSIT:** Where required, an additional deposit shall be collected as security for damage to the vehicle, including cleanup after use of beverages on the vehicle. Said deposit shall be returned to the Chartering Party if there is no damage or additional cleanup required. The Chartering Party shall be responsible for all damage to the interior of the motorcoach beyond normal wear and tear. Absolutely NO beer balls, kegs, or glass bottles on any vehicle.
16. **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.
17. **OBJECTIONABLE PERSONS:** The company reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are incapable of taking care of themselves, or whose conduct is such, or likely to become such, as to be objectionable to other persons.
18. **FIREARMS, EXPLOSIVES, AND FIREWORKS:** Possession of firearms, explosives, and fireworks (whether in baggage or on the person) is strictly forbidden on/in the motorcoach. This is with the exception of Police and Military personnel.
19. **NO ASSIGNMENT:** Chartering Party may not assign this Agreement or any of their respective right, 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, interest, duties or obligations hereunder without prior written consent of the Chartering party.
20. **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.
21. **UNUSUAL CLEANING:** When the charter trip is such that a greater than normal amount of time and material will be necessary to clean the bus properly, the Company, at its option, may require additional cost to cover such additional time and materials.
22. **ADA ACCESSIBLE:** any person or group which requires an ADA accessible bus is requested to inform us at the time of reservation.
23. **LIMITATION OF LIABILITY:** NEITHER PARTY SHALL BE LIABLE IN ANY EVENT, OR FOR ANY REASON, INCLUDING BREACH OF THE AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OF 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.
24. **PROHIBITED ITEMS:** Decorations (inside and out), smoking in the bus, glass containers, all shoes with spikes/ski boots, fuel containers, and generators.
25. Failure to sign the Service Terms and Conditions agreement does not exempt charter customer(s) from any or all of the terms.


Customer Signature


Date