



Issue Paper

DATE:

August 12, 2024

AGENDA ITEM (ACTION ITEM):

Consider/Approve the contract between Dixie Heights High School Band Boosters and Queen City Charter for bus transportation to BOA Band Competition in Indianapolis, IN on November 15, 2024 and return November 17, 2024 .

APPLICABLE BOARD POLICY:

01.1 Legal Status of the Board

HISTORY/BACKGROUND:

Dixie Heights High School Band will be attending the BOA Band Competition in Indianapolis, IN .

FISCAL/BUDGETARY IMPACT:

\$7990.00 is cost for charter bus transportation. All transportation costs will be paid by the Dixie Heights High School Band Boosters.

RECOMMENDATION:

Approval of the contract between Dixie Heights High School Band Boosters and Queen City Charter for bus transportation to BOA Band Competition in Indianapolis, IN on November 15, 2024 and return November 17, 2024.

CONTACT PERSON:

Roddy Stainforth/Teresa Catchen


Principal/Administrator


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.

Trip Quote and Confirmation



Trip #: 60411
Trip Date: 15-Nov-2024
Group: Dixie Heights Band to
Indy

KENTON COUNTY SCHOOLS

1055 EATON DR
FT. WRIGHT, KY 41017
Contact: Sarah Shamblin

Email: sarah.shamblin@kenton.kyschools.us

Booked Date: 11-Jul-2024

Total Vehicles: 2

Sales Person: Elaine Sheaks

MC - 56 Pax

2 x \$3,995.00 = \$7,990.00

Spot Time	15-Nov-2024 7:45 AM	Dixie Heights High School	3010 Dixie Hwy Ft. Mitchell, KY 41017
Pick Up	15-Nov-2024 8:00 AM	Dixie Heights High School	3010 Dixie Hwy Ft. Mitchell, KY 41017
Drop Off	15-Nov-2024	Lucas Oil Stadium- Indianapolis, IN	500 S. Capitol Avenue Indianapolis, IN 46225
Pick Up	16-Nov-2024 10:00 PM	Lucas Oil Stadium- Indianapolis, IN	500 S. Capitol Avenue Indianapolis, IN 46225
Drop Off	17-Nov-2024 12:00 AM	Dixie Heights High School	3010 Dixie Hwy Ft. Mitchell, KY 41017

Notes to Client

The group is responsible for the driver's rooms and securing overnight parking for the motor coach.

Extra Costs

Total: \$7,990.00

Deposit of \$800.00 is due on 26-Jul-2024
Balance of \$7,190.00 is due on 31-Oct-2024

Please call us and pay by credit card to secure your trip!

Alternatively, checks should be made payable to Queen City Charter and should be sent to 211 Township Avenue Cincinnati, OH 45216

Trip Quote and Confirmation



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Customer, passengers or third parties.

CUSTOMER RESPONSIBILITIES: At any time during the charter trip the Carrier, or the operator as the Carrier's representative, reserves the right to refuse to transport any person or persons that Carrier or its representative believes to be in violation Carrier's charter transportation policy, including without limitation adherence to the rules regarding prohibited activities and items set forth in these terms and conditions. Customer further agrees to comply with all applicable laws, rules, regulations and ordinances.

PROHIBITED ITEMS: The following items and activities are prohibited at all times on Carrier vehicles:

- (a) smoking tobacco or any other substance, or carrying a lighted or smoldering substance in any form;
- (b) with the exception of peace officers, carrying aboard any weapon;
- (c) flammable or explosive substances and materials (except for matches and cigarette lighters), such as cooking stoves, propane tanks and other fuels;
- (d) with the exception of service animals, carrying aboard any animal not housed in an enclosed carrying container;
- (e) spitting, urinating, or defecating in any part of the vehicle other than the restroom;
- (f) obstructing any aisle, emergency exit, or stairway of the vehicle, with any package, article, or equipment (e.g., strollers, crates, luggage, etc.);
- (g) playing any audio or video device or instrument without a personal listening attachment (earphone);
- (h) littering, discarding, or depositing any trash, debris, or offensive substances in any inappropriate manner (including throwing into, at or from the vehicle);
- (i) engaging in any violent, tumultuous, or threatening behavior;
- (j) damaging, writing upon, or otherwise defacing or altering property;
- (k) making excessive and unnecessary noise, or using profanity;
- (l) obstructing the free movement of passengers;
- (m) interfering with the safe operation or movement of a Carrier vehicle or operator in any way, or refusal to abide by instructions from the vehicle operator;
- (n) engaging in any activity prohibited by Federal, State, County, Municipal, or any other applicable law;
- (o) entering, exiting, climbing or extending arm, leg or head out of vehicle rear exit door or window unless directed by a Carrier official or in the event of an emergency;
- (p) refusing to leave any Carrier vehicle after having been ordered to do so by the operator of the vehicle, a security guard, peace officer, or Carrier official or supervisor.

Failure to comply with these Carrier's charter transportation policy may result in immediate removal up to suspension of charter transportation privileges. 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. 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 and may be subject to applicable 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. Customer agrees that Carrier will assess additional fees post -trip for biological cleaning services or other services beyond ordinary wear and tear. 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, and its parent, affiliates, officers, agents, or employees (the "Indemnitees") from and against all claims, damages and expenses (including reasonable attorney's fees) (the "Claims") arising out of or in connection with the negligence or willful misconduct of the Customer or any passengers and relating to or during the performance of the Services provided by Carrier pursuant to this Agreement. Customer, at its own expense and risk, shall defend any legal proceeding in connection with this Agreement

Trip Quote and Confirmation



Trip #: 60411
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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.

AUTHORIZED CONTACTS: The Customer identifies the following person(s) as additional authorized contacts as it relates to the itinerary and Services.

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

_____	_____	_____	_____
Customer Contact Name	Title/Position	Phone	Mobile

Customer's authorized signature below demonstrates full acceptance and acknowledgement of this Agreement.

_____	_____	_____
Authorized Signature	Print Name/Title	Date Signed

Thank You for Your Business