

Field Trip Planning Form

This form is to be used when students take any trip off campus for school purposes.

School: Ryle High School Grade(s): 8-12 Class/Activity Group/Team: Varsity Volleyball Team
 Teacher/Sponsor/Coach: Tasha Lovins Cell Phone Number: 859-391-5975
 Person trained with current medication administration training CPR/FA/AED credential Tasha Lovins and Paige Nieporte and Brooke Hall
 Destination Venue, Location and State: TOA Sports Complex, Franklin, TN
 Trip Location Contact Person: Patricia Flowers Phone Number: 423-933-4881
 # Teachers: 3 # Students: 12 # Chaperones: _____ Adult/Student Ratio: 1/4

| Date(s) & Times | Cost | Transportation |
|---|---|--|
| Departure Date: <u>Friday, September 20th, 2024</u> Time: <u>8:00AM</u> AM/PM Return Date: <u>Saturday, September 21st, 2024</u> Time: <u>10:00 PM</u> AM/PM | Total Cost: \$ <u>5218.87.00</u> Funding Source: <u>School Volleyball Account</u> Fee to be assessed to students: \$ <u>0</u> <i>Attach Student Activity Cost Form 09.15 AP.23</i> | <input type="checkbox"/> District Bus/Van <input checked="" type="checkbox"/> Charter Bus: <u>US Charter</u> Approved Bid – Company Name <input type="checkbox"/> Other: _____ <i>Attach a copy of Charter Bus Contract.</i> |
| Meals | At school prior to departure <input type="checkbox"/> Student Packed <input type="checkbox"/> Location where packed lunches will be consumed: _____ School Cafeteria Packed <input type="checkbox"/> | |
| | Student Purchase Restaurant <input type="checkbox"/> (Name and location of each stop) | Name & Location: <u>Jason's Deli 2065 Mallory Ln, Franklin TN</u> Name & Location: _____ |
| Over Night | Date: <u>9/20/24</u> | Lodging: <u>Springhill Suites 5011 Aspen Grove, Franklin TN</u> |
| | Date: _____ | Lodging: _____ |

Trip Purpose and Core Content/learning targets: Varsity Volleyball Tournament

Special Student Circumstances: Review rosters for students who require handicapped accessibility, students not participating, other: _____

If any medication is listed on the parent permission form, someone must be identified and trained to administer medications. Consult with the school nurse to see who is permitted to give routine and/or emergency medications in the state(s) where the trip is planned. This form may not be submitted to Central Office for Board consideration until you have listed who will be administering all medications and the nurse has ensured that they are trained and authorized.

Name of trained administrator(s) of routine and emergency medications: Tasha Lovins, Paige Nieporte, and Brooke Hall

School Nurse Initials: SLW for verification that medications administrator listed above received training.
 Due Date: 7-9-24 to turn in Roster and completed Parent Permission Slips for nurse's final review.
 The following items have been completed or are in process. **(Teacher/Sponsor/Coach must initial below)**

- N/A I have viewed the field trip video for teachers/sponsors/coaches found on the district website
- TL I have attached an anticipated Trip Itinerary
- TL I have evaluated the trip site for potential hazards/special requirements
- TL I have an event-specific emergency action plan for the trip site and will distribute to all personnel attending the event in an official capacity.
- TL Funds have been secured for indigent students
- _____ If needed, background checks for chaperone approval have been initiated
- TL Plans have been made for students who currently have medication orders on file at the school, to receive routing medications (trained employee for KY trips and states where approved, nurse, or parent attending):

Teacher/Sponsor/Coach Signature: Tasha Lovins Date: 8/8/24

School-Related Student Trip Request Form

**EVENT SPECIFIC EMERGENCY ACTION PLAN (EAP)
FOR
ATHLETIC AND NONATHLETIC EVENT HELD OFF-CAMPUS**

Destination/Venue TOA

Venue Address 215 Gothic Ct. Franklin, TN

Person or email contacted at venue to discuss EAP Warne Riker warner@wcs.edu

Position/Title of person contacted Host of the tournament

Date (s) of contact 8/8/2024

Is there an Automatic External Defibrillator (AED) on site yes no? Is it regularly maintained? yes no? If yes, where is it located? AED is in the main stair case of TOA

Does venue have an emergency response team (ERT) yes no?

Process to request AED and/or ERT if needed at the scene ERT is always called through 911- we have no in house ERT (team) 3-5 minute response from 911 is typical!

Will a portable AED be taken from school on this trip yes no? If yes, who will be responsible for oversight and location of AED? _____

Is any other assigned emergency equipment available on field trip? yes no

If so, list location of equipment _____

The school personnel or volunteer attending in an official capacity who is in charge of the student is responsible for the main components of the EAP.

The main components of this Cardiac Emergency Action Plan that need to be communicated include:

- Location of AEDs.
- If possible, how to gain access.
- Steps that must be taken quickly to initiate the chain of survival.
 - Recognition of a sudden cardiac arrest event (assume cardiac arrest in anyone who is collapsed and unresponsive and not breathing).
 - Call 911 using cell phone or other means of communication.
 - Begin Hands-Only CPR (push hard and fast in center of chest about 100 times/minute).
 - Retrieve and use the nearest AED.
 - Continuing supporting the victim until the local EMS arrives and takes over care; and
 - Direct EMS to the scene.

○ **APPROVAL SIGNATURES REQUIRED**

○ **CHECK ALL BOXES BELOW THAT APPLY TO THIS TRIP REQUEST AND SECURE ALL REQUIRED SIGNATURES**

○ Principal: [Signature] Date: _____

○ Required for all trips

○ Superintendent/Designee: _____ Date: _____

○ Overnight Trips

○ Board of Education: _____ Meeting Date: _____

○ Submit forms to Superintendent/Designee for review and submission to the Board for approval.

○ Travel outside the Tri-State area of KY, OH, IN

○ Common Carrier contract including cost

○ Common Carrier Transportation Reason for using a Charter Bus/Plane: Distance/Comfort/Timing

○ *All field trip forms requiring Board approval must be completed and submitted by Deadline for next Board meeting.*

Border Battle Anticipated Itinerary

Playing Site: TOA 215 Gothic Ct, Franklin, TN

Hotel: Springhill Suites 5011 Aspen Grove, Franklin TN

Friday, September 20th

- Arrive at Ryle by 8:10a.m.
- We will eat lunch at Jason's Deli
- We play at TOA Sports Performance Center
215 Gothic Ct, Franklin TN
- Play 2 matches
- After playing we will pick up our dinner and head to the hotel.

Saturday, September 21st

- Each breakfast in the hotel by 6:15a.m.
- Leave around 7:00a.m.
- Play at least 2 matches then head home.

Charter Details

Client
 Tasha Lovins
 10379 US 42
 Union, Kentucky, 41091

Account Manager
 Michelle Garzone
 Phone: (800) 359-5991 x223
 Fax:
 Email: m.garzone@uscoachwaysinc.com

Charter Code: 00920659
 Trip Type: Round Trip
 Event: School Trip
 Party Size: 30
 Customer Notes:

Notes: Special requests are on a first-come-first-serve basis Price is based on availability at the time of quote. Both price and availability are subject to change.

Vehicles: 1 49 Coach Bus

| Action | Address | City | State | Zip Code | Arrive Date/Time | Depart Date/Time | Location / Notes |
|------------------------------|---------------|------|----------|----------|------------------------|-----------------------|------------------|
| Pick Up | 10379 US-42 | KY | Union | 41091 | | 9/20/2024 8:00 AM EDT | |
| Drop Off | 215 Gothic Ct | TN | Franklin | 37067 | 9/20/2024 11:17 AM CDT | 9/21/2024 7:00 PM CDT | |
| Drop Off | 10379 US-42 | KY | Union | 41091 | 9/22/2024 12:17 AM EDT | | |
| Charter Cost | | | | | | | |
| Total Adjusted Cost of Move: | | | | | | | \$4,158.75 |

Payment Schedule

28+ Days \$6k- Deposit of \$415.88 due on 08-01-2024
 28+ Days \$6k- Full of \$3,742.87 due on 08-23-2024

U.S. Coachways, Inc. Payment Policy

U.S. Coachways, Inc. books on a first come, first serve basis. Driver's private hotel room cost is the responsibility of the chartering party and not included in the cost above. Parking fees is the responsibility of the chartering party and not included in the cost above. Client is responsible to inform U.S. Coachways, Inc of any variances or permits needed for this charter.

ITINERARIES MUST BE SUBMITTED AT LEAST 72 HOURS BEFORE PICK UP DATE. PRICES ARE SUBJECT TO CHANGE IF ITINERARY DOES NOT REFLECT CONFIRMATION.

IF U.S. Coachways, Inc. DOES NOT RECEIVE A SIGNED CONFIRMATION, U.S. COACHWAYS, INC. IS NOT RESPONSIBLE FOR INCORRECT PICK TIMES, ADDRESSES, VEHICLE TYPE OR CHANGE IN ITINERARY. IF CLIENT IS REQUESTING A RESTROOM IT MUST BE NOTED ON RESERVATION AND CONFIRMATION.

PLEASE SIGN THIS AGREEMENT, ENCLOSE PAYMENT AS NOTED ABOVE.

By signing this confirmation you are in agreement to all terms and conditions set forth in the accompanying document entitled TERMS AND CONDITIONS.

A valid credit card must be present for imprint at time of pick up for any overtime and/or damages.

Legal to Approve Text.

Tasha Lovins

Signed Date:08/01/2024

TERMS AND CONDITIONS

Thank you for choosing US Bus Charter and Limo, dba US Coachways, Inc., (US Coachways), for your transportation needs. We have more than 30 years of hands-on experience in the ground transportation industry and are committed to giving you a safe first class transportation experience. This document sets forth the terms and conditions of the agreement between you (the "customer" or "you") and US Coachways. This agreement, when signed, binds you and your agents, heirs, and assigns to all terms set forth herein. To ensure the highest levels of customer service, we will assign you a project manager within 48 hours after receipt of your confirmation. To track, pay, or make changes to your itinerary, please use our online system at uscoachwaysonline.com. If you have additional questions, please contact your project manager by email.

US Coachways Payment Policy

US Coachways requires you to be 21 years or older and have a valid U.S. or Canadian credit card to hold and secure your reservation if you are paying by credit card. Once you have agreed to the terms and conditions (whether or not you have made a deposit), you are responsible for the cost of your charter, pursuant to our cancellation policy. US Coachways requires a cardholder's signature, without this your reservation will not be processed but you will still be responsible for all cancellation fees. Your credit card will be charged based on the payment schedule displayed during your booking process and upon confirmation of your vendor. US Coachways also accepts wire transfers, ACH payments, certified checks, business checks, personal checks and money orders. US Coachways is not responsible for any overdrawn bank fees. If you pay by check, you must give US Coachways the right to authorize your credit card for the full amount of the charter rental. If the check is not received by the due date stated in your agreement, US Coachways shall have the right to charge your credit card for the full charter cost. If your reservation is made within fifteen (15) days prior to departure of your charter bus trip, you must pay by certified check, wire transfer, credit card or ACH Payment. If you make changes to your charter, at any time, which require the payment of additional fees, those fees must be paid when your change is confirmed. Only one discount can be applied to a charter, Promo or coupons. They cannot be combined.

First-Come, First-Served Policy

All US Coachways charter services are reserved on a first-come, first-served basis. US Coachways reserves the right to cancel your reservation if a requested vehicle is unavailable, has mechanical problems, or if you have not made all required payments by the agreed-upon dates. If your requested vehicle is unavailable, US Coachways may seek alternative vehicles to accommodate your travel needs. If securing a replacement vehicle results in additional charges, you, may accept the new vehicle and new rates or cancel the contract without incurring a cancellation fee.

Final Confirmation

Once your reservation is confirmed, US Coachways will email you a charter confirmation. Any modifications or changes to the final confirmation must be made within 48 hours of receipt of the confirmation. US Coachways shall not be required to honor any changes made more than 48 hours after final confirmation, including changes in pick-up times, locations, and type of vehicle. You may also incur change fees as documented below.

Cancellation Policy

The Cancellation Policy applies to all clients including those clients that reserve vehicle less than 28 days of departure. US Coachways must receive all cancellation requests in writing stating the charter number, departure date and reason for cancellation via email at salesupport@uscoachways.com. Verbal cancellation requests will not be accepted as valid. To be valid a cancellation must be made by the person whose name appears on the contract. Charters are subject to cancellation by US Coachways if payments are not made by due date.

Cancellations over 28 days prior to departure date are subject to 5% of the total cost of trip up to \$250. Cancellations made 28 to 15 days prior to the departure date are subject to 25% of total trip cost. Cancellations made 14 to 8 days are subject to the loss of 50% of the total charter cost. Cancellations made 7 days to 72 hours are subject to the loss of 75% of the total charter cost. Cancellations made within 72 hours are subject to the loss of 100% of total charter cost. Refunds can take up to 120 days to process.

Once you agree to terms and conditions, should you choose to cancel while your reservation is still in processing up to 7 business days after booking you will still be liable for a cancellation fee based on the cancellation policy.

If the client does not return a phone call or email from US Coachways for at least 14 days US Coachways has the right to cancel any reservation and keep 75% of the charter costs.

Charter Cancellation Protection

You can purchase charter cancellation protection for \$30.00. The purchase of charter cancellation protection will reduce all applicable cancellation fees by 50 (fifty) percent, up to a maximum of \$500.00 (five hundred dollars). To qualify for the charter cancellation protection, you must provide US Coachways with a minimum of 10 days notice prior to your departure date. All payments for charter cancellation protection are non-refundable.

Change Policy

If you make any modifications (including first changes) to your itinerary affecting pickup and drop-off times, US Coachways reserves the right to adjust the total cost of your charter to reflect the changes.

All changes to your itinerary, including any revised pickup or drop-off times or locations, must be submitted to US Coachways at least 7 (seven) business days prior to your charter departure date. No change or modification shall be valid unless and until approved by US Coachways. Any requested changes will be subject to availability.

There is no change fee for your first itinerary change unless the requested changes affect pickup or drop-off times, stops or distance traveled. All subsequent changes to your itinerary will incur a fee:

- All subsequent itinerary changes made more than 5 days prior to departure date that do not affect times, stops or distance will incur a \$75 (seventy five dollar) change fee
- All subsequent itinerary changes made 5 days or less before your departure date that do not affect times, stops or distance will incur a \$100 (one hundred dollar) change fee

You must make all itinerary changes online. If you cannot do so and require US Coachways to make the changes, you will be assessed an additional administrative fee of \$49.99 for every change. If the changes are made less than 14 days prior to departure, an administrative fee of \$149.99 will be charged.

All time shall be rounded up to full hours and all mileage is on a round-trip basis.

If you modify the vehicle that has been reserved for your trip, please note that pricing may change based on vehicle type and availability.

Changes to travel dates made more than 30 days prior to your departure date will be assessed a \$350 change fee and will be subject to vehicle availability. Changes to travel dates made less than 30 days prior to your departure date are considered a cancellation (as set forth above) and will require rebooking. US Coachways reserves the right to charge different rates based on current market conditions. If you book a new departure date, but cancel that date, the cancellation fee shall be based on your original departure date.

Premier Services

All US Coachways Clients shall be eligible to contract for premium services. However, US Coachways reserves the right to deny any request for premier services based on availability of amenities at the time a charter bus is contracted. In addition, premier services will not be available for any Saturday trips where the date of departure is less than 30 days from the date of booking, unless the departure date is in December, January or February.

To secure premium services, Client must choose "Become a Premier Client" on the pop-up that appears when booking a charter bus. The fee for becoming a premier client shall be 10% (ten percent) of the total fees for buses rented, with the minimum price of \$299.00 (two hundred ninety nine dollars) and the maximum price of \$999.00 (nine hundred ninety nine dollars). As a premier client, Client shall:

- Have the right to charter the newest bus available at the time the contract is executed
- Be entitled to priority fulfillment
- Have access to unlimited support and be able to make changes to the contract up to 24 hours before scheduled departure
- Be assigned a dedicated logistics coordinator by US Coachways
- Receive a 50% (fifty percent) discount on all overtime charges
- Receive a 50% (fifty percent) reduction in any change date fees
- Receive free charter cancellation protection
- Have access to the Premier Dispatch Support Line 24 hours a day, seven days a week
- Receive complimentary Wifi services, when Wifi services are available
- Have access to seatbelts in every bus

Overtime

Overtime is available at the drivers' and at US Coachways' discretion. Your cost is based on the services detailed in your final confirmation and is subject to change in accordance with the actual itinerary. Overtime charges shall be assessed at:

- \$125 (one hundred twenty five dollars) per half hour for 14 to 44 passenger vehicles (including School Buses)
- \$150 (one hundred fifty dollars) per half-hour for all 49 to 56 Passenger Motor Coaches

- \$200 (two hundred dollars) per half hour for limo buses and exotic limos

Price Match Guarantee

US Coachways shall match any lower price offered by a competitor, subject to the following terms and conditions:

- The competing quote must be for the same type and size of bus, of the same age, with the same number of seats and the same amenities
- The competing charter company must be DOT compliant and must be subject to matching DOT regulations
- The competing charter company must be within 25 miles of one of the following cities:

Atlanta, GA

Baltimore, MD

Boston, MA

Chicago, IL

Dallas-Fort Worth, TX

Detroit, MI

Greater New York City, NY

Houston, TX

Los Angeles, CA

Miami, FL

Orlando, FL

San Francisco, CA

Washington, DC

- The price match guarantee must be requested at least 30 days before scheduled departure
- The competitor's quote must be received within five days of customer's receipt of US Coachways quote - The competitor's quote must include tolls and fuel surcharge
- Price matches are not valid on Friday and Saturdays or on overnight trips
- The price match guarantee shall not be available in the following states: Alabama, Alaska, Arizona, Arkansas, Colorado, Hawaii, Idaho, Iowa, Kentucky, Louisiana, Maine, Minnesota, Mississippi, Missouri,

Montana, Nevada, New Hampshire, New Mexico, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Utah, Vermont, Washington, Wisconsin and Wyoming.

- Party buses & Executive Mini Buses are excluded from price match.

Fuel Surcharge

If your regional average for diesel fuel rises above \$4.00 per gallon, you will be assessed an additional 10% surcharge. For every 25 (twenty five) cents that the regional average cost for diesel fuel rises above \$4.00 per gallon, you will be assessed an additional 2.5% fuel surcharge. This is based on EIA.gov rates (<https://www.eia.gov/petroleum/gasdiesel/>).

Interest

All payments due to US Coachways shall accrue interest at a rate of 1.5 (one and one-half) percent per month, commencing 30 (thirty) days after an invoice is issued.

Food and Alcohol Policy

You must notify US Coachways in advance if you plan to bring food or beverages on your coach. US Coachways reserves the right to deny your request and/or to require an additional security deposit. No smoking, sexual activity or use of illegal drugs are allowed on your coach at any time. Any alcohol consumption on a US Coachways charter is subject to applicable laws and affiliate bus operator rules. Alcohol may not be consumed by or served to any passengers on your coach unless all passengers are twenty-one (21) years of age or older. US Coachways, its affiliates, and its employees reserve the right, in their sole discretion, to refuse service to or expel from a coach any member of your group whose conduct is deemed inappropriate or poses a hazard to other passengers, the driver or the vehicle. US Coachways also reserves the right to terminate the charter bus trip at any time because of violation of food and/or alcohol policies. US Coachways may exercise this right by dropping you off at your home, the nearest police station or any previously agreed upon location. You may not bring or possess glass containers or kegs on the coach at any time. US Coachways reserves the right to assess an additional surcharge for a cleaning fee, should the cleanup time be more than customarily required:

- The cleaning of vomit or other bodily fluids is a health and safety issue for subsequent passengers—you will be assessed a \$250 (two hundred fifty dollar) service charge each time vomit or other bodily fluids must be cleaned up or removed.

- You will be assessed a \$200 (two hundred dollar) service charge for every instance that spilled alcoholic beverages must be cleaned up or removed.

- You shall be responsible for any and all damage to the vehicle caused by any member of your group. The amount of the repairs will be assessed once a damage estimate has been obtained.

This Agreement is to be governed by and construed in accordance with the laws of the DEPARTMENT OF BUSINESS AFFAIRS AND CONSUMER PROTECTION in the city of Chicago. For current and future charters in the city of Chicago, US Coachways will not allow alcohol on board for any vehicle 16 passengers or more and all occupants must be over 21 years of age we also will not allow any clients in the city limits of Chicago to visit multiple establishments that serve alcohol (bar hopping etc.) US Coachways prohibits any and all drinking on the vehicle during the duration of the charter. If any charter breaches these terms and conditions, the contract holder will be liable for any fines and charges, and conclude in the termination of the trip. By signing this agreement, you are hereby acknowledging that there will be no consumption of alcohol on the bus or any time during the duration of the charter without prior approval in the city of Chicago.

Special Requests

US Coachways will do its best to accommodate special requests including but not limited to WiFi, power outlets, TV, Video, address systems, bathroom or other facilities and equipment. However, not all vehicles are equipped with every amenity. The failure of a vehicle to be equipped with specific amenities shall not be deemed an event of default by US Coachways. This exemption shall not apply to specific requests for ADA accessible vehicles.

Amenity Assurance

You have the right to a coach where all amenities function properly. If any amenity on your charter bus malfunctions (including heat or air conditioning, restroom facilities, and ADA Lifts), US Coachways will endeavor to either fix the problem or provide you with a replacement bus with as little disruption to your itinerary as possible. In addition, you shall be entitled to a credit up to 5% of the total charter cost for each day the amenity was not functioning, up to 20% of the total charter cost. Not to exceed \$1,000 per charter.

Lost Items

US Coachways, its affiliates and subsidiaries, employees and agents shall not be responsible for any items lost by passengers before, during or after a trip. Customer shall have the sole responsibility of checking for all personal belongings of passengers before passengers make any final disembarkation for the bus. US Coachways shall not have any obligation to perform any type of search for any lost item. It shall be the sole financial responsibility of the Customer to pay for any search conducted by any third party, such as a mechanic, to locate lost items in vents, seats and other areas on the bus. If a professional search is required, the Customer shall pay for the full rental cost of the bus for one calendar day. If such a search is contracted, Customer must arrange the search with US Coachways to ensure that the bus will be available on the date of the search. US Coachways has a lost and found department. Customer may submit information about any lost item to the US Coachways lost and found and US Coachways will use its best efforts to try to locate any lost

item. Customer must, however, provide the charter number and the date of the charter to US Coachways by email. US Coachways shall have full discretion to determine when a lost and found matter shall be considered closed.

Mechanical Issues

US Coachways shall not guarantee refunds if your trip is affected by mechanical or service issues and shall retain, at its sole discretion, the right not to make any refunds whatsoever. If a vehicle supplied by US Coachways develops or experiences mechanical, electrical or other problems that render it inoperable, US Coachways shall, at its sole discretion, provide you another vehicle, of similar quality and cost, to complete the charter. The replacement vehicle shall satisfy US Coachways' contractual obligation. There shall be no refund when an alternate vehicle is provided. In the event that one or more electrical systems, including climate control, restroom facilities, radio, television, GPS or other electronic devices, shall malfunction, US Coachways' sole liability in such an instance shall be limited to 5 (five) percent of the total cost of the charter. Credits are good for 1 year after the release form is signed & shall only apply to future charters.

Should US Coachways be solely responsible for a delay or failure to meet time requirements, other than as a result of weather, road, traffic conditions or other causes outside of the control of US Coachways, US Coachways' liability shall be limited to the following:

- For any day trip, liability shall be limited to 5 (five) percent of the charter cost for a specific vehicle for each 30 minute period for which that vehicle is late, starting 30 minutes after pick up time. The total liability shall not to exceed 20 (twenty) percent of the total charter cost. Credits are good for 1 year the release form is signed & shall only apply to future charters.

- For any overnight trip, liability shall be limited to 5 (five) percent of the total charter cost for a specific vehicle divided by the number of days set forth under Customer's fully executed final confirmation for each 30 minute period for which that vehicle is late, starting 30 minutes after pickup time. Liability shall not exceed 20 (twenty) percent of the total charter cost divided by the number of days specified in the Customer's executed final confirmation. Credits are good for 1 year the release form is signed & shall only apply to future charters.

State of Emergency Cancellation

If charter is canceled due to a state of emergency and or weather conditions US Coachways will offer a credit on a future trip. This credit will be good for 1 year.

Refund Policy and Post Charter Concerns

All refund requests must be consistent with the terms and conditions set forth in this agreement and must be submitted in writing at customerservice@uscoachwaysinc.com. All request or complaints must be filed within 30 days of your charter completion. When submitting a refund request, please use your charter number as your reference number. Should any dispute, claim, question, or disagreement ("disputes") arise related in any way to this agreement or any alleged breach of this agreement, the parties agree to consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event there is a disruption or issue in your service, you agree to give US Coachways up to 14 business days to do a full investigation of the matter with all parties (including but not limited to; you, the driver, the affiliate, the dispatch team, the customer service team, reservationist) and to work with you to come to an amicable agreement. If a mutually acceptable resolution cannot be reached within 60 calendar days of the original notice to the other party, all disputes shall be resolved through the American Arbitration Association ("AAA"), located at 150 East 42nd Street, Floor 17, New York, New York 10017, in accordance with the provisions of its Commercial Arbitration Rules, and its Supplementary Procedures for Consumer-Related Disputes. The party filing the request for arbitration shall be solely responsible for the first \$500 (five hundred dollars) in costs assessed for such arbitration. Any party who attempts to resolve a dispute without first filing for arbitration as set forth herein shall be responsible for any legal fees incurred by the other party to resolve the dispute.

Refunds on cancelled charters may not be issued for up to 120 days after the date of cancellation. All refunds shall be issued in the same form of payment as received. All credits to be applied to any future charter must be used within one year of the date those credits were issued.

Please contact customer service 800-359-5991 and press option 4 to discuss any concerns that arise after your trip is finished.

General Policies

- a) US Coachways reserves the right to lease equipment from other companies to any of the obligations set forth in this agreement.
- b) Customer shall make all reservations for any additional services that may be required, including overnight accommodations for drivers, special event permits, ferry service, onboard catering or meals. Parking fees are your responsibility and are not included in the cost of your charter. You are required to pay any necessary parking or other permit fees upon arrival, as required. Examples include stadium, concert, national park and theme park fees, as well as any other fees any jurisdiction may charge a bus to enter.
- c) If US Coachways is unable to perform the obligations required under this contract, and is unable to provide replacement transportation (which US Coachways shall select at its sole discretion), US Coachways' liability shall not include any responsibility for incidental, consequential or special damages, whether foreseeable or not. This shall include the costs of securing substitute and/or additional transportation; spoiled food and/or beverages; concert, theater, sports and/or other event tickets; admissions cost, reservations, plane or train tickets; and/or any and all other losses related to late pickup or no-show of requested transportation.

- d) US Coachways retains the right to upgrade a vehicle at its sole discretion.
- e) All problems with any charter in progress, whether mechanical or otherwise, must be called in to the US Coachways 24 hour dispatch department at 800-359-5991 (Press 2). Failure to notify call the dispatch department while the problem is occurring will absolve US Coachways from responsibility arising from such issues.
- f) If a US Coachways bus arrives at the scheduled pick up location and no passengers board the vehicle within one hour of that scheduled pick up time, US Coachways reserves the right to immediately terminate the agreement and shall have no obligation to provide any refund.
- g) US Coachways shall not be liable for: Any items left on the vehicle, during or at the end of a trip Any loss of time to due to mechanical failure, inclement weather, or road conditions, including road repairs and accidents) Any other acts which US Coachways has no control
- h) Customer understands and acknowledges that the trip type set forth in the final confirmation, incorporated herein by reference, shall be fully binding; and the liability of US Coachways, as described under this paragraph, shall likewise be limited by the final confirmation.
- i) Any and all credits issued by US Coachways expire within one year of the date the credit is issued. US Coachways cannot guarantee the assignment of any requested drivers, vehicles or amenities.
- j) All trips which exceed 14 hours of time on the road require that the driver be off duty for a minimum of eight (8) hours. Customer shall bear all responsibility for ensuring that enough time is built into the travel to arrive at all venues as scheduled. US Coachways shall not be liable for any incidental, consequential, or special damages, whether foreseeable or not, as a result of such delay.
- k) US Coachways requires a copy of the front and back of any credit card being used for payment of services rendered, as well as a copy of the driver's license of the cardholder, should the total cost of the charter exceed \$3,000 (three thousand dollars).
- l) US Coachways is not responsible for any travel disruptions caused by depots that have been put out of service by the Federal Motor Carriers Safety Administration (FMCSA) because of safety or insurance reasons.
- m) Party bus seating capacity is measured from thigh to thigh, at an estimated 18-20 inches per seat. If you have passengers who cannot fit into that space, it may affect the seating capacity on your coach.
- n) No waiver of any provision of this contract shall be valid unless in writing and signed by the person against whom it is sought to be enforced. The failure of any party at any time to insist upon strict performance of any condition, promise, agreement or understanding set forth in this agreement shall not be considered or construed as a waiver or relinquishment of the right to insist upon strict performance at future time.
- o) All refund/credit requests shall be reviewed by US Coachways management. All requests for refunds or credit must be submitted no later than 30 days after the end of your trip.
- p) This agreement shall be governed by and construed in accordance with the laws of the state of New York.
- q) This contract may be executed in parts, each of which shall be deemed to be original but all of which together shall constitute one and the same agreement. The invalidity or unenforceability of any specific provision of this agreement shall not affect any other provisions, and this agreement shall be construed in all respects as if such invalid or unenforceable provision was omitted.

- r) The parties further agree that any and all disputes or claims arising out of or in connection with this agreement shall be resolved in the Supreme Court of the state of New York, Richmond County, New York.
- s) In the event US Coachways is forced to incur collection costs to recover past due fees of any kind, Customer hereby agrees to compensate US Coachways for any and all costs associated with such collection efforts, including the filing of a lawsuit, attorney's fees and costs for collection of such fees.
- t) US Coachways will not charter/rent a vehicle with a customer unless that person is at least 21 years old.
- u) US Coachways Safety Department reserves the right to cancel your quote or charter for any safety concern. This includes, but is not limited to, D.O.T issues, driver concerns, weather, unsafe driving conditions, driver violations, and insurance lapses.
- v) Any minors must be accompanied by a legal aged chaperone based on your local state mandate or we reserve the right to cancel the trip.
- w) US Coachways reserves the right and may deem necessary to require a \$500 deposit (per vehicle) via credit card or wire prior to departure date. If deposit is not collected prior to departure, the charter will be canceled. All cancelation fees will apply. This deposit will be refunded after the return trip as long as no damage or excessive cleanup has been reported. US Coachways also reserves the right to stop any charter/s mid-trip or cancel any charter/s due to safety and damage concerns.

Tasha Lovins

Signed Date:08/01/2024