

Acceptance

VIA Adventures - California

Client ID Client Company Client Ref 1 Client Ref 2	GrahamMSch Sara Vella Graham Middle School 650-526-3570 Sara	Charter ID Movement ID Status Passengers Distance	22824 32196 Firm 313 402.8
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Graham Middle School Mon 11/18/2019 Time 08:30 Yes No	Destination Arrival Date Leave Date Back Date	Half Dome Village Mon 11/18/2019 Time 13:00 Mon 11/18/2019 Time 13:30 N/A Time
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First Pick-up Instructions	Destination Instructions
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1175 Castro St Mountain View, CA 94040

9010 Curry Village Drive
Yosemite National Park, CA 95389

Michael Hermsillo 650.526.3570

Seats	Vehicle Description	Vehicle No	Price	Tax %	Tax	Total
54	Motorcoach	1	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	2	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	3	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	4	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	5	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	6	\$2,008.20	0	\$0.00	\$2,008.20
Movement Totals			\$12,049.20		\$0.00	\$12,049.20

Driver Description	Vehicle No	Driver Description	Vehicle No
SPAB	1	SPAB	2
SPAB	3	SPAB	4
SPAB	5	SPAB	6

Route	Further Requirements
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Must have final itinerary at least 2 weeks prior to trip. For day trips please include meal stops as well.

Driver will get as close to requested drop off/pick up locations as deemed safe by driver.

Arranged by Bianca . Revised by GR.

This is a SPAB move. Take procedure sheet. SPAB rules apply. Maximum on duty time is 16 hours; drivers may be required to have 8 hours off before the return trip. Must have itinerary to verify SPAB hours at least 2 weeks prior to trip. If over, additional charges may be added or itinerary adjusted. Restrooms may not be used and no standing is allowed while bus is in motion in accordance with CA SPAB laws. Chaperones should spread throughout bus in order to better monitor students during the trip. In accordance with CA AB 45 noting that there will be no alcohol on this charter.

Group is responsible for park fees or a park fee waiver. If VIA pays for park fees an additional \$300 per park or actual park fee cost will be added to the cost of the charter

Acceptance

VIA Adventures - California

Client ID	GrahamMSch	Charter ID	22824
Client	Sara Vella	Movement ID	32196
Company	Graham Middle School	Status	Firm
Client Ref 1	650-526-3570 Sara	Passengers	313
Client Ref 2		Distance	402.8

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

Date

Acceptance

VIA Adventures - California

Client ID Client Company Client Ref 1 Client Ref 2	GrahamMSch Sara Vella Graham Middle School 650-526-3570 Sara	Charter ID Movement ID Status Passengers Distance	22824 32197 Firm 313 401.8
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First Pick-up Pick-up Date Single Journey Vehicle To Stay	Half Dome Village Fri 11/22/2019 Time 12:30 Yes No	Destination Arrival Date Leave Date Back Date	Graham Middle School Fri 11/22/2019 Time 17:30 Fri 11/22/2019 Time 18:00 N/A Time
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First Pick-up Instructions	Destination Instructions
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9010 Curry Village Drive
 Yosemite National Park, CA 95389

1175 Castro St Mountain View, CA 94040

Michael Hermosillo 650.526.3570

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54	Motorcoach	4	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	5	\$2,008.20	0	\$0.00	\$2,008.20
54	Motorcoach	6	\$2,008.20	0	\$0.00	\$2,008.20
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Acceptance

VIA Adventures - California

Client ID	GrahamMSch	Charter ID	22824
Client	Sara Vella	Movement ID	32197
Company	Graham Middle School	Status	Firm
Client Ref 1	650-526-3570 Sara	Passengers	313
Client Ref 2		Distance	401.8

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		Date	
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TERMS AND CONDITIONS

1. **GENERAL** – This document contains all of the terms and conditions under which VIA Adventures, Inc. (“Company,” “Us,” “We”) agrees to furnish service to you (“Customer,” “You”). When you sign this document it is a legally binding contract, and it can only be changed by a later written agreement between us.

2. **ITINERARY** – A written itinerary must be received before departure. The driver will be given a copy of your itinerary, and he/she will be instructed to follow it closely. The driver has no authority to agree to make any changes in the trip schedule without prior approval of an authorized Company supervisor. Therefore, if, after your trip begins, you want to make any change to the itinerary, you must notify your driver at once and he/she will contact the Company. If we agree to the change you request, you must then pay the full amount of any increase in the contract price immediately upon completion of the trip. Any additional charges will be based on the Company’s current published rates.

3. **COMPLIANCE WITH LAWS** – All itineraries must allow the driver and the Company to comply with all federal, state and local regulations or ordinances. Drivers are limited to: a) 15 consecutive hours on duty in any one day (including ¼ hour driver preparation) and b) of this 15 hours, a maximum of 10 hours may be actual driving hours. If your itinerary requires the use of more than one driver, either the price of the charter will be adjusted or the itinerary must be changed to allow for only one driver. Upon reaching your destination, if the driver’s total on-duty hours have been used, the driver must have a minimum of 9 hours off-duty. The Customer is responsible for the driver’s overnight room accommodations unless you and the Company have agreed in advance that the Company will provide the driver’s room and bill you for the charges.

4. **RESPONSIBILITY FOR BAGGAGE** – The Company assumes no risk for handling baggage and other passenger property and is not liable for any loss of such items stored anywhere in the bus. Passengers may only bring baggage and other property in an amount that can conveniently be carried in the chartered bus. Each passenger is responsible for removing all of his/her personal property and baggage from the interior of the bus at the end of each travel day and when the trip ends.

5. **STANDING WHILE BUS IN MOTION** – Buses may start or stop suddenly. Passengers are requested not to change seats or utilize the restroom when the bus is in motion unless exercising extreme caution. The Company will not be responsible for injuries to passengers who stand or walk while the bus is in motion. Charter groups must provide adequate supervision and discipline.

6. **SERVICE SUBJECT TO TARIFF** – Customer agrees that the performance of the service described in this order is subject to tariff regulations.

7. **RIGHT TO SUBSTITUTE EQUIPMENT** – The Company has the right, at its sole discretion, to substitute equipment from our fleet or from other companies in order to fulfill this charter agreement.

8. **CHARGES** – The “Total Charter Price” shown is the Company’s estimate based upon our current tariff and our best estimate of the specific services you have requested before adding any fuel surcharge. Charters exceeding the miles or hours booked will be billed for additional charges. Additional hours are billed in 1 hour increments. Charges do not include driver gratuity.

9. **FUEL SURCHARGE** – All trips are subject to a fuel surcharge. Fuel surcharges are subject to change.

10. **DEPOSIT** – When a deposit is required, there is a 25% deposit per bus due 30 days before departure or immediately if the booking is within 30

days of the departure date. If the deposit is not received when it is due, we may cancel the charter.

11. **PAYMENT** – Payment is due 14 days before departure unless satisfactory credit arrangements have been made and approved. Payment must be made in cash, or by check payable to VIA Adventures, Inc., or by credit card. We accept VISA, MasterCard and American Express.

12. **FINANCE CHARGES** – If you have made credit arrangements with us to pay after departure and you fail to pay on time, we will charge you a finance charge on all past-due amounts of 1.5% for each 30 day period that the bill is past-due.

13. **CLEANING AND REPAIRS** – The Customer is liable for extraordinary cleaning and for all repairs to our vehicle (beyond normal wear) caused by members of your party. You agree to pay for all repairs and excess cleaning charged within the company’s terms of payment.

14. **EXTRA FEES** – Parking, tolls, airport fees and entry fees for parks and/or attractions are the responsibility of the Customer.

15. **OXYGEN BROUGHT ON BOARD** – Groups with members using personal oxygen canisters must give the Company 48 hours advance notice. Each group member may have two canisters inside the bus. Additional canisters must be transported under the bus and properly secured in the forward baggage compartment. Canisters stored under the bus must be properly packaged by the group member in protective cases with safety caps on the valves. Canisters may not exceed 4.5 inches in diameter and 26 inches in length.

16. **SMOKING ON THE BUS** – Smoking is not permitted on our buses.

17. **CANCELLATIONS** – Except for special high season dates, charters booked, but not prepaid or confirmed by either party, may be cancelled by either you or the Company without notice. Trips cancelled less than 30 days but more than 7 days before spot time are subject to a \$250.00 per bus cancellation fee. Trips cancelled 7 days but not less than 73 hours before spot time are subject to a cancellation fee of 50% of the total charter price. Trips cancelled 72 hours or less before spot time are subject to a cancellation fee of 90% of the total charter price. Cancellation at spot time is subject to 100% of the charter price. Special cancellation fees written into the charter acceptance confirmation supersede normal cancellation terms.

18. **TIME OF ARRIVAL AND DEPARTURE** – The Company does not guarantee to arrive at or depart from any point at a specific time, but will endeavor to meet the schedule submitted by its agent or employee.

19. **FORCE MAJEURE** – The Company is not responsible for any delays, changes of schedule or cancellations resulting, directly or indirectly, from any act of God, public enemies, authority of law, quarantine, perils of navigations, riots, strikes, the hazard or dangers incident to a state of war, accidents, breakdowns, road conditions, weather conditions, and other conditions beyond the Company’s control.

20. **ACCOMMODATIONS FOR THE DISABLED** – Any group which requires an ADA accessible bus is requested to inform us at the time of the reservation, and must notify us in writing no later than 48 hours prior to the charter’s departure.

21. **ALCOHOLIC BEVERAGES** – The Customer and Company agree to comply with the terms of California Assembly Bill 45.

Will there be alcohol on board? No Yes

Will there be persons under 21 on board? No Yes

If yes to both, sign form AB45.

I hereby acknowledge that I have read and accept the Terms and Conditions contained herein.

Signature

Date

FORM AB45

In order to secure the transportation services of VIA Adventures, Inc. and/or its subsidiaries or affiliates, I hereby consent to be the "designee" as provided for under California law AB45 and acknowledge and agree to all of the following:

1. Alcoholic beverages will be served by the chartering party or be transported in the passenger compartment of the vehicle during transportation.
2. A member of the party to be provided with transportation services will be under 21 years of age.
3. The person signing or initialing is the designee and is 25 years of age or older.
4. The designee shall make reasonable efforts to ensure compliance with all laws prohibiting the consumption of alcoholic beverages by persons under 21 years of age who are members of the party and are not accompanied by a parent or legal guardian.
5. The designee must check the identifications of all passengers to determine who is under 21 years of age and shall read the statement specified below (*) to each passenger in the party who is under 21 years of age. The driver will not commence transportation services until the designee has verified with the driver that the designee has checked the identifications of all passengers and has read the statement. If the passengers are to be picked up at more than one location, the driver will not commence transport from the subsequent location until the designee has verified with the driver that the designee has checked the identifications of all passengers boarding the vehicle at that location and has read the statement to all passengers boarding the vehicle at that location.
6. The designee is responsible for notifying the driver of the vehicle if, at any time during the trip, a passenger in their party who is under 21 years of age is consuming or has consumed alcoholic beverage and that the designee is in violation of the law if he or she fails to notify the driver.
7. The designee is legally responsible for any reasonably foreseeable personal injury or property damage that is proximately caused by the consumption of alcoholic beverages by a person under 21 years of age while being supplied with transportation services if the designee knew or reasonably should have known that the person is under 21 years of age and is consuming or has consumed alcoholic beverage while being supplied with transportation services.
8. If a trip is terminated because of the consumption of alcoholic beverages by a person under 21 years of age who is a member of their party, the designee's responsibility for that person under 21 years of age continues until that person who is under 21 years of age is returned safely to his or her home or entrusted into the care of his or her parent or legal guardian or taken to a location reasonably believed to be safer than his or her home.

* *"Consumption of alcoholic beverages by persons under 21 years of age is illegal. It is also illegal for an adult to provide alcoholic beverages to a person under 21 years of age. If you consume alcoholic beverages, this trip will be terminated and all payments for transportation services shall be forfeited and not subject to refund."*

Signature _____

Date _____

