

CHARTER TERMS & CONDITIONS

This document contains the terms and conditions between Lux Bus America (the carrier) and client. This document, when signed by the client will constitute a legally binding contract. This contract shall be deemed to be fully in force if the customer has made any payments to secure the dates or to reserve the equipment. You are therefore requested to carefully read the entire contract or document before you sign it.

ITINERARY: Driver will be provided with a copy of the work order and itinerary, and he/she will be instructed to strictly follow it. The driver has no authority to make changes to the trip schedule without prior approval from carrier and contracted client. If approved, client shall be responsible for all additional hourly charges plus any additional fees that may be incurred. Additional charges will be charged or invoiced on the day immediately following the charters completion.

All Itineraries are subject to review and approval by carrier 7 days prior to departure. Lux Bus America must abide by the rules and regulations from The Department of Transportation for driver's "on duty" and "off duty" restrictions.

ADDITIONAL CHARGES: Client is responsible for road tolls, parking, park entrance fees, driver lodging, driver gratuity and/or attractions. Client is also responsible for overages associated with additional drive times due to traffic, construction, etc. Client must provide each driver with a single, non-smoking room (when and where applicable).

PAYMENTS/TERMS: Full payment is due 14 days prior to departure. The carrier reserves the right to cancel the charter agreement if the payment terms have not been agreed upon. Trips requiring rooming charges will also require additional deposit and payment conditions. Purchase Orders may be used in circumstances in which both parties agree, and only after the client has undergone a credit approval process. The carrier reserves the right to alter terms for larger-sized program. More specifically, programs with either 20 or more buses on any day, with 10 or more buses needed for multiple days, or with a program spend greater than \$50,000 will require 50% deposit 90 days from charter start date, with the remaining balance due at 14 days from charter start date.

CANCELLATIONS/ REFUNDS: If it is necessary to cancel the order or any portion thereof, notification of such cancellation must be received by Lux Bus America Co. at least fourteen (14) days prior to the date of the charter. Cancellations received thirteen (13) to seven (7) days prior to the contracted date will be charged 50% of the contracted amount for a cancellation fee. Cancellations received under seven (7) days prior to the contracted date will be charged 100% of the contracted amount. If notice is given by telephone please record time, date, and name of the company representative accepting your notice and email a record of the information to cancellations@luxbusamerica.com. Failure to record and transmit this information will result in cancellation fees being accessed.

LIABILITY: The Company shall not be deemed in breach of its obligations there under, if such failure or delay is due to Acts of God, natural disasters, national, state or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of the Company.

REPAIRS OR DAMAGE: A \$300 refundable cleaning deposit will be collected upon final payment due if food, beverage or alcohol is to be brought on board. The client assumes full financial liability for any damage to our vehicle, caused during the duration of the rental by client or any members of their party. The \$300 cleaning deposit will not be refunded if the client or any member of their party causes any damage to the vehicle, interior or exterior, electronic equipment, etc. In addition to this damage fee, the client will be charged the actual cost of repair or replacement of any damaged parts or materials.

SUITABLE BEHAVIOR: Please refrain from excessive drinking, be respectful to the driver, refrain from the use of foul language, and unacceptable behavior - it will lead to termination of the transportation. Quoted price and other occurring charges such as any damages to the property of Lux Bus America, and its employee's well-being, applicable attorney fees, court expenses, etc. will apply. Lux Bus America reserves the right to refuse to transport a person or persons under the influence or whose conduct is objectionable to other passengers or the safe operation of the coach. Smoking is prohibited by law while on the coach.

PERSONAL BELONGINGS: We are not responsible for articles lost, stolen, damaged, or left in our vehicles. You expressly waive any and all notice from Lux Bus America regarding any lost, stolen, damaged or belongings left in our vehicles, or the disposal of same. Please check for your belongings before leaving the vehicle. It is the responsibility of the client to reclaim recovered personal belongings found by the carrier. It is also the responsibility of the client to cover any costs associated with shipping/mailling any recovered items.

MOTOR COACH EQUIPMENT AND ACCESSORIES: Accessories such as AV equipment and restrooms are for the use of the passengers and while the carrier will endeavor to maintain this equipment, the carrier will not guarantee its availability or operation at any point during the charter. The carrier reserves the right to lease equipment from other carriers in order to fulfill this charter agreement.

These conditions are designed to achieve maximum safety and comfort for customer and operator. We appreciate your business and look forward to providing you with excellent service.

X

Signature

Name

Charter Order #

Date Signed

**Bianca Ibarra
Crittenden Middle School
1701 Rock St.
Mountain View, CA 94043**

E-mail: sfsales@luxbusamerica.com
Website: <https://www.luxbusamerica.com>

Sales Rep: Ryan Policarpio
rpolicarpio@luxbusamerica.com

Thank you for your inquiry. We are pleased to be able to provide a quote based upon your requirements as detailed below. If you have any questions or would like to book, please contact your sales person.

Quotation ID	52481/78255	Ref 1	Bianca Ibarra
Date	8/12/2022	Ref 2	

Date	Time	Type	Location
Mon 9/26/2022	6:45 AM	Pick-up	1701 Rock Street, Mountain View, CA Crittenden Middle School 1701 Rock Street, Mountain View, CA, 94043
		Arrival	Yosemite Valley, Curry Village, CA Yosemite Valley, Curry Village, CA, 95389
	10:00 AM	Leave	ONE WAY TRANSFER Yosemite Valley, Curry Village, CA Yosemite Valley, Curry Village, CA, 95389
			ONE WAY TRANSFER

Quantity	Seats	Vehicle Description
4	56	Coach

MOVEMENT TOTAL

\$15,103.12

560 Lincoln Avenue
San Jose, CA 95126

Tel No: 408.654.9660
Fax No: 408.654.9144

E-mail: sfsales@luxbusamerica.com
Website: <https://www.luxbusamerica.com>

Sales Rep: Ryan Policarpio
rpolicarpio@luxbusamerica.com

Bianca Ibarra
Crittenden Middle School
1701 Rock St.
Mountain View, CA 94043

Instructions	Additional Instructions
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Total of 200 pax

Departure Date: Mon. 9/26 pick up at 7am
Address: 1701 Rock St. Mountain View, CA 94043

Return Date: Fri. 9/30 pick up at 10am
Half Dome
9010 Curry Village Dr.
Yosemite National Park 95389

One way LOCAL transfers must be completed at one drop location within 2 hours and not exceed 50 miles yard to yard. If the transfer exceeds the 2 hours or the 50 miles, then additional charges will apply at the 4 hour minimum or mileage (whichever is greater) Group is responsible for parking, toll, park fees, and/or bus entrance fees to destinations/locations not otherwise noted on route prior to departure if applicable.*

Price subject to change pending final itinerary

Each additional hour is \$190 or \$6.50 per mile, whichever is greater

Wi-Fi can be included for an additional fee

Rate is inclusive of fuel up to \$4.75 per gallon. If fuel exceeds \$4.75 per gallon, the following fees will be charged:
\$4.76 - \$5.00 - 3%
\$5.01 - \$5.25 - 6%
\$5.26 - \$5.50 - 9%

*Driver cannot drive more than 10 hours or 500 miles in a 24 hour period. Driver must have at least 8.5 hours off (uninterrupted) before their next shift can begin. Trips may not begin between the hours of 1000

Additional Items	INCLUDED	Additional Items	INCLUDED
Entrance Fees/Passes	No	Parking Charges	No

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**Bianca Ibarra
Crittenden Middle School
1701 Rock St.
Mountain View, CA 94043**

Quotation ID	52481/78336	Ref 1	Bianca Ibarra
Date	8/12/2022	Ref 2	

Date	Time	Type	Location
Fri 9/30/2022	10:00 AM	Pick-up	Yosemite Valley, Curry Village, CA Yosemite Valley, Curry Village, CA, 95389
		Arrival	1701 Rock Street, Mountain View, CA Crittenden Middle School 1701 Rock Street, Mountain View, CA, 94043
		Leave	ONE WAY TRANSFER 1701 Rock Street, Mountain View, CA Crittenden Middle School 1701 Rock Street, Mountain View, CA, 94043
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Entrance Fees/Passes	No	Parking Charges	No

This quote is valid for 10 days and is based upon the services detailed in your request. Any changes in the details will impact the price accordingly. A firm booking will be placed when confirmation of quote acceptance has been provided, subject to availability at the time of confirmation.