

Charter Service Terms and Conditions  
First Student  
Great Service...Great Value!

**USE OF OR PAYMENT FOR THE SERVICES SHALL BE DEEMED ACCEPTANCE OF THIS CONTRACT**

These Terms and Conditions along with the Notice of Trip Confirmation (collectively, the "Contract") govern First Student's provision of the transportation services described in the attached Notice of Trip Confirmation (the "Services"). This Contract shall remain in effect for a period of one (1) year after the date it is signed by the Customer.

1. Payment. First Student accepts only the following forms of payment: MasterCard, Visa, Cashier's Check, Money Order or Personal Check made payable to "First Student." Unless otherwise agreed, credit card payments are processed at the time of booking, and all credit card information will be kept on file for one(1) year. If Customer pays by personal check, the reservation will be confirmed upon receipt and clearance of the check

2. Notice of Cancellation. Customer shall give First Student notice of cancellation not less than forty-eight (48) hours prior to the scheduled departure time to receive a full refund. Failure to give such notice may result in imposition of a cancellation fee for each bus reserved as described in the Notice of Trip Confirmation.

3. Taxes; Additional Charges. Prices do not include taxes, tolls or additional charges for (i) changes in the scope of Services that result in additional mileage or driver hours; (ii) damage to equipment caused by passengers; or (iii) extra cleaning of the equipment due to the nature of Services or the conduct of the passengers

CUSTOMER AUTHORIZES FIRST STUDENT TO BILL ANY ADDITIONAL CHARGES TO THE CREDIT CARD ON FILE AND CUSTOMER AGREES TO PAY ALL SUCH CHARGES IN ACCORDANCE WITH THE CARDMEMBER AGREEMENT

4. First Student's Responsibilities.

a. To use appropriately trained personnel to perform the Services safely and in a professional manner subject to the terms and conditions of this Contract.

b. To issue a full refund to the Customer when the Services are cancelled by First Student.

c. To notify the Customer of any Additional Charges that have been incurred and assessed in connection with the Services.

5. Customer's Responsibilities.

a. To comply with all rules and regulations and instructions of First Student relating to the Service.

b. To pay all taxes, tolls and Additional Charges incurred or assessed in connection with the Services. A gratuity for the Driver is not included in the price and should be paid at the conclusion of the Services.

c. To pay for a single, non-smoking hotel room with private bath for each driver during multi-day charters.

d. To give notice of cancellation to First Student not less than 48 hours prior to the departure time. Refund checks will be processed no earlier than ten (10) business days following receipt of customer's notice of cancellation.

e. To sign a trip sheet upon the request of the driver when the Services have satisfactorily been performed.

f. To indemnify, defend and hold harmless First Student from and against all claims, damages and expenses (including reasonable attorney's fees) arising out of the negligence or willful misconduct of the Customer or any passengers or any claims relating to the services provided by First Student pursuant to this Contract.

6. DISCLAIMER.

THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

7. LIMITATION OF LIABILITY.

IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FIRST STUDENT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS CONTRACT.

8. Force Majeure. First Student shall not be liable to Customer for any delays or non-performance resulting from mechanical failure, road, traffic or weather conditions, labor difficulties, or any other causes or circumstances beyond First Student's control. All arrival and departure times are approximate and cannot be guaranteed.

9. Passenger Conduct. First Student may refuse to transport you, or may remove you from the bus at any point, for one or several reasons, including without limitation:

- Your conduct is disorderly, abusive or violent;
- You appear to be intoxicated or under the influence of alcohol or drugs;
- You attempt to interfere with the driver or the operation of the bus;
- You refuse to obey instructions from the driver;
- You engage in any action, voluntary or involuntary, that might jeopardize the safety of the bus or any of its occupants.

10. Prohibited Items. The following items and activities are prohibited at all times on First Student vehicles unless you have received prior written permission from the Company: (a) smoking; (b) decorations; (c) glass containers or kegs; (d) alcohol, drugs or other intoxicating substances; (e) flammable materials; butane operated grills or other combustibles; (f) guns, knives or any other weapons; and (g) animals.

11. Governing Law. This Contract shall be governed by the laws of the State of Ohio without regard to conflict of laws principles.

12. Dispute Resolution. The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation shall be submitted to mediation using a mutually agreed upon mediator. If the parties cannot agree upon a mediator, either party may ask the presiding or equity judge of the Hamilton County Court of Common Pleas to name a mediator, and the parties shall then submit the dispute to mediation using that mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

13. Security Interest. The undersigned grants to First Student a security interest in any property owned by the contracting organization its beneficial rights to property that it owns to secure all amounts owed or may owe First Student under this Agreement. First Student shall have all rights of a secured party under the Uniform Commercial Code with respect to such property. The undersigned shall promptly execute and deliver all documentation, as reasonably requested by First Student, to effect such security interests.

14. Attorneys Fees. The undersigned agrees that First Student shall be entitled to all fees associated with recouping any amounts owed under this Contract.

15. Open Alcohol Containers. Company will operate all charter trips in accordance with and limited by all governing state laws and regulations pertaining to open alcohol containers in vehicles. No minors will be permitted on a bus or in any other Company vehicle where open container alcohol is present, unless accompanied by parent or legal guardian or supervising adult and consumption of alcohol by a minor is specifically prohibited. Open container alcohol will not be permitted on any charter trip sponsored by a student organization, including but not limited to fraternities, sororities, sports clubs, dormitory organizations, etc. If governing state law permits open alcohol containers on buses or in any other Company vehicles and the University requests a charter with open alcohol containers, University must comply with all of the following:

- University must sign the First Student Charter Service Agreement;
- Only adults of legal drinking age may consume alcohol on the bus;
- University will be charged a non-refundable clean up fee of \$50.00, in addition to a refundable damage deposit. The damage deposit refund amount will be determined by the condition of the vehicle upon return. Dollar amount and details of the refundable damage deposit may vary by location; and
- No kegs or glass containers are permitted under any circumstances.

**Company reserves the right to refuse to permit open container alcohol on any bus or in any other Company vehicle at any time if there is any doubt as to whether a group or individual is of drinking age or if the group or any of its members violate any of the provisions of this Section.**

15. Miscellaneous. The Contract constitutes the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other promises, representations, or conditions, whether oral or written. In the event of a conflict between the terms of the Contract and any other document or agreement between Customer and First Student, the terms and conditions of this Contract shall control. If any portion of this Contract is found to be void or unenforceable, the remaining portions of this Contract shall remain in full force and effect.

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CUSTOMER (PRINT):

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CUSTOMER (SIGNED):

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Date: