GREAT DAY! TOURS
. . . YOUR CHARTER ORDER
375 Treeworth Blvd. / I-77 at Route 82
Cleveland, Ohio 44147

(440) 526-5350 (Cleveland Calling Area)
(800) 362-4905 (Outside Cleveland Area)
(440) 526-1726 (Fax Line)

91-048904

37674

PLEASE REVIEW CAREFULLY TO ASSURE THAT ALL DETAILS INCLUDING DATE, TIMES, PICKUP LOCATION AND DESTINATION ARE CORRECT. BLANKS WITH X's ARE TO BE FILLED IN. PLEASE NOTE ANY APPLICABLE "DUE DATES". PLEASE SIGN AND MAIL OR FAX TO OUR OFFICE.

Charter Order(s)	91-048904	91-048905	91-048906	91-048907	91-048908	91-048909
Capacity:	55	55	55	55	55	55

EMERGENCY INFORMATION
If questions arise at departure time call GDT at (440) 526-5350. AFTER HOURS (Emergency Only) call (440) 667-1721.

Charter Party:
ATTN: TODD RINGS
BBH CITY SCHOOL DISTRICT BRD OF EDUCATION
6376 MILL RD
BROADVIEW HTS OH 44147-2260

Work Phone: (440) 740-4400
Home Phone: (___) ____-____
Cell: (___) ____-____
Fax: (___) ____-____
Email: _____

Group:

DEPARTURE DATE: TUESDAY, MAY 18, 2027
REPORT TIME: 5:45 AM LEAVE TIME: 6:30 AM

TO AVOID BUS BEING RELEASED, NEXT PAYMENT DUE BY: 1/8/2027

GOING ORIGIN: BROADVIEW HEIGHTS, OHIO
County: Cuyahoga
BRECKSVILLE-BROADVIEW HEIGHTS MIDDLE SCHOOL, 6376 MILL ROAD

TO: WASHINGTON, DISTRICT OF COLUMBIA Washington DC Tour
WASHINGTON DC TOUR

TOUR ROUTE & DETAILS: This is a Group Tour Package arranged by Great Day! Tours

Package includes roundtrip transportation, three nights of rooms (students in quads / chaperones in doubles / teachers & nurse in singles) at the Hilton Garden Inn-Greenbelt and Sonesta-Greenbelt, three breakfasts, four lunches, three dinners, Gettysburg (visitors center, movie, Cyclorama and battlefield tour), touring in Washington, DC (as directed by bus leader), admission to the African American Museum of History & Culture, color group photo and DJ for canteen on Thursday evening.

Pricing is based on 220 students in quads at $736.50 per person / 1 Nurse & 14 teachers at no charge
16 Parents in doubles at $500 per person

Parents will pay $500 per person

RETURN DEPARTURE: REPORT TIME: LEAVE TIME: LEAVE DATE:
RETURN ARRIVAL: ARRIVE TIME: 9:00 PM ARRIVE DATE: 5/21/2027

Option: to paying passengers + comps at
Option: 225 to 239 paying passengers + 18 comps at $736.50
Option: 240 to 260 paying passengers + 18 comps at $736.50
"Tour Charge" (at right) is based on 235 passengers including 15 comps
Fewer passengers raises per-person price and/or reduces comps

Tour Charge	$162,030.00	
Other:	$8,000.00	parents
Other	$0.00	16 at $500
Sales Tax (Ohio):	$0.00	
Net Sum :	$170,030.00	
Deposit(s) Paid:	$0.00	
Payment of:	$25,000.00	due 1/8/2027
2nd Payment of :	$75,000.00	due 3/12/2027
3rd Payment of:	$70,030.00	due 4/9/2027
Room List Due:		3/25/2027

Prepared: 11/17/2026 by: ajk Carrier Rep:

SEE ADDITIONAL DETAILS ON BACKSIDE OF THIS SHEET

Single Supplement: $400.00

SIGNATURE OF PARTY CONTRACTING FOR CHARTER:

X _____

Return Signed Copy to Great Day! Tours

GREAT DAY! TOURS – GENERAL CHARTER BUS & TOUR CONTRACT TERMS AND CONDITIONS

THANKS FOR YOUR ORDER. Review this contract carefully to assure that dates, pickup location(s) and destination(s) are correct. Blanks with "X's" are to be filled in. Sign a copy and return to Great Day! Tours at 375 Treeworth Blvd / Cleveland, OH 44147.

** **PAYMENT & ROOMING LIST DUE DATE (S):** Payments less than 2 weeks prior to departure to be made by certified check or money order. Failure to provide as indicated can lead to cancellation of charter or reservations. Passengers may not exceed coach capacity. The right is reserved to substitute appropriately-sized vehicle(s) to satisfy contract. The charge shown is subject to fuel increases and government-mandated taxes. If any errors or omissions are noted, contact our office immediately. After reviewing all details for correctness, sign and return one copy. In lieu of a signed contract, the deposit and/or other payments will be considered as acceptance of all terms and conditions. Checks returned for insufficient funds or other reason(s) will be charged $35 per check. Until check is replaced, bus(es) subject to release.

** Service is regulated by USDOT Office of Motor Carriers which regulates on-duty, driving and off-duty hours of service of the driver. Itineraries provided by the group to be received at least 20 days before departure and must allow driver a minimum of 10 hours off-duty each night; maximum on-duty hours cannot exceed 15 hours. Itineraries exceeding USDOT regulations will be subject to additional fees for relief drivers. Itinerary changes and extended hours of use and/or mileage may result in extra charges and are subject to approval by the Charter Department.

** Cancellations: For a bus-only charter, (Please refer to contract cover sheet); with two or more buses, or a multi-day trip, notification must be received at least 60 days prior. This may vary for Conventions and movements with large numbers of coaches held for service. Refunds for canceled group tours will be made only upon receipt of same from our suppliers, less the tour coordination charges. "No-shows" of groups for tours or charters, cancellations after the deposit-due date including cancellations on the day of service, will be liable for a cancellation fee at the discretion of the company. Court proceedings related to this contract shall originate in Cuyahoga County, Ohio; small claims may be filed only in the Parma, Ohio court. The parties agree that the court in any such proceeding may award only compensatory damages and is not empowered to award punitive or exemplary damages. All student groups must have a responsible chaperones per bus.

** Baggage and property is handled at passenger's own risk, in an amount that can conveniently be carried in the bus. Under bus compartments may be unsecured. Any damage to the vehicle caused by the charter party will be charged to the charter party. Should the carrier not be able to furnish the equipment indicated, the refund of deposit or payment shall be considered as fulfillment of all obligations. The companies and its representatives are not responsible for damages, loss, delay, injury or default on the part of any company or individual providing services to the charter party. For those wanting additional protection, Trip & Travel Insurance is available, at an additional cost, through outside companies; call for details. Buses are being furnished by DOT-regulated companies. Specific carrier utilized may vary but services provided will be consistent with trip details.

** Passengers are to check that they have left nothing aboard the coach at the end of the trip and no responsibility is assumed for items left aboard the coach. For groups with an Ohio Blanket Tax Exemption certification, the group, the signer and the person chartering the coach are responsible for any payments should the group later be deemed not eligible for such an exemption.
The Company does not provide alcohol, nor does it condone its consumption aboard the coach. If beverages are brought aboard (as noted during the initial pricing request), this is subject to a $150 beverage fee which is refunded in whole or in part upon return of the charter, subject to extra cleaning fees. The chartering party is responsible for compliance with all laws and regulations related to consumption of alcohol and for managing the conduct of members to ensure their continuing safety. Buses provided, paint schemes and names may vary, but will provide service as requested. Charter party indemnifies Great Day! Tours, associated operating bus companies as may be utilized, officers and directors from any and all claims (including council fees and other expenses or suits, whether groundless or not) judgments and awards on account of any damage or injury (including death) to persons that may have occurred or be alleged to have occurred due to the consumption of alcoholic beverages. Many hotels are non-smoking facilities and do not permit smoking. Should passenger(s) be found to have smoked, hotels now are typically charging a substantial clean-up fee; all charges are to be paid by the passenger(s) during check-out.

** Drivers will endeavor to maintain all schedules. We cannot, however, guarantee the arrival and departure times as submitted. Airport charters will wait one hour beyond scheduled pickup times at the airport. A per-hour charge will be assessed for each hour, or portion thereof, after one hour of waiting. Parking fee(s) at events, such as concerts, ballgames, etc., are the sole responsibility of the chartering party. Features such as the PA/DVD/radio, kneelers and temperature control are not guaranteed; however, every reasonable effort will be made to have these operational.

** Neither Great Day! Tours, nor associated companies, will be liable for delays caused by an Act of God, public enemies, authorities, terrorism, border crossing, quarantine, riot, accidents, breakdowns, road conditions, snow storms or other conditions beyond our control. It will be the carrier's decision when vehicle can safely operate if circumstances are difficult. Nor shall they be liable or be caused to be held for damages, or other costs, for any reason whatsoever. The group is responsible for assuring that each passenger meets all requirements for crossing the border if a trip goes into Canada, such as a passport and/or visa.

BRECKSVILLE-BROADVIEW HEIGHTS CITY SCHOOL DISTRICT BOARD OF EDUCATION MANDATORY PUBLIC SCHOOL CHARTER SERVICE CONTRACT ADDENDUM & STUDENT PROTECTIONS

This Addendum ("Addendum" or "BBHCSD Charter Bus Travel Addendum") is entered into by and between the Brecksville-Broadview Heights City School District Board of Education ("District" or "BBHCSD") and Great Day! Tours ("Charter" or "Carrier").

WHEREAS, the District and Great Day! Tours are entering into an agreement for **group tour package and** motorcoach charter services **(including roundtrip transportation, hotel lodging, meals, venue admissions, and event entertainment)** as detailed in the General Charter Bus & Tour Contract Terms and Conditions and Your Charter Order relating to Booking Identification Numbers 91-048904 through 91-048909 on May 18, 2027 – May 21, 2027; and

WHEREAS, the District is an Ohio public school district bound by the Ohio Constitution, the Ohio Revised Code, and strict local board policies;

NOW, THEREFORE, the parties agree that the following terms shall modify and supersede any conflicting terms contained within the General Charter Bus & Tour Contract Terms and Conditions and Your Charter Order:

1. SOVEREIGN IMMUNITY & LIMITATION OF LIABILITY (R.C. CHAPTER 2744 & OHIO CONST. ART. VIII):
The District does not indemnify, defend, or hold harmless the Carrier, its parent corporation, franchisor, or operating entity, or any third party, and any provision purporting to require the District to indemnify or pay attorneys' fees is legally invalid and completely void from the outset under Article VIII, Sections 4 and 6 of the Ohio Constitution. Nothing in this Agreement shall waive, compromise, or impair the statutory immunities, defenses, and liability limitations granted to Ohio political subdivisions and public school districts under Ohio Revised Code Chapter 2744. To the extent permitted by Ohio law, each party shall be responsible for its own negligent acts or omissions.

2. REJECTION OF EXTERNAL HYPERLINKS & UNILATERAL POLICIES
Any terms, conditions, policies, or rules located at external web addresses or incorporated via hyperlinks (including, but not limited to, any online terms referenced by Great Day! Tours) are expressly rejected and shall not form a part of this Agreement unless a physical, static copy of such terms is attached hereto and specifically signed by the District's authorized administrative representative.

3. PASSENGER AND LODGING DAMAGE LIABILITY
District shall only be liable for damage to the bus or contracted hotel facilities caused by the proven negligent or intentional acts of its authorized passengers, subject strictly to the statutory immunities and limitations of Ohio Revised Code Chapter 2744. Any provision requiring immediate payment at hotel check-out for alleged room damage or cleaning fees without documented proof and District review is superseded.

4. PROHIBITION OF ALCOHOL
State law and District Board Policy strictly prohibit alcohol on school-sponsored trips. The consumption, possession, or presence of alcoholic beverages by any passenger, chaperone, or staff on the motorcoach is strictly prohibited at all times. Any and all references to alcohol permission and related deposits are superseded and nullified.

5. ALL-INCLUSIVE PRICING & GRATUITIES
The District operates under strict public purchasing laws requiring pre-encumbered purchase orders. The Total Contract Price stated in the underlying agreement ($170,030.00 based on 220 paying students at $736.50, 16 paying parents at $500.00, and 15 complimentary staff/nurse spots, subject only to the published per-person passenger tier adjustments explicitly set forth in Your Charter Order) is a firm, all-in price. It is fully inclusive of all driver labor, vehicle use, fuel, mileage, scheduled wait times, highway tolls, parking fees, driver lodging, any required driver gratuities, three (3) nights of hotel accommodations and lodging taxes, three (3) breakfasts, four (4) lunches, three (3) dinners, Gettysburg admissions/tour, African American Museum of History & Culture admission, color group photo, and Thursday evening canteen DJ. No fuel surcharges, travel time fees, administrative fees, or additional out-of-pocket driver or supplier expenses shall be assessed against or billed to the District separately without a formal purchase order modification

6. PAYMENT TERMS, PREPAYMENT CONTROLS & REQUIRED DOCUMENTATION
The District shall issue an official District Purchase Order prior to the execution of this Agreement. The District agrees to the Carrier's requested payment schedule of a $25,000 deposit due January 8, 2027, a second payment of $75,000 due March 12, 2027, and a final payment of $70,030 due April 9, 2027, totaling the contract price of $170,030.00. District may remit payment via official District credit card, check, or ACH. The Total Contract Price shall not be altered, increased, or subject to any convenience fees, credit card

processing fees, or surcharges based on the District's chosen method of payment. As a strict condition precedent to the release of any prepaid funds, the Carrier must provide the District with: (a) a fully executed contract and Addendum containing written cancellation terms; (b) a valid IRS Form W-9; (c) a Certificate of Insurance (COI) naming the District as an Additional Insured; and (d) verification of an active, "Satisfactory" USDOT/FMCSA safety rating. Following the completion of the trip, Carrier shall provide a final invoice to the District confirming that all scheduled services were satisfactorily delivered.

7. CANCELLATION POLICY EXCLUSIONS
Any cancellation fees assessed by the Carrier shall not exceed actual, documented costs incurred prior to cancellation. Furthermore, if the destination event or venue is canceled by the host organization, or if travel is prohibited due to a public health emergency, severe weather, or government directive, the District may cancel this agreement up to 24 hours prior to departure without penalty, and the Carrier shall promptly refund 100% of any prepaid amounts or deposits.

8. FORCE MAJEURE, WEATHER & EVENT RESCHEDULING:
Neither party shall be liable for failure or delay in performing obligations under this Agreement if prevented, delayed, or hindered by severe winter storms, blizzards, hazardous road/travel conditions, Ohio Department of Transportation travel advisories, school closures decreed by the District Superintendent or Board, public health emergencies, acts of God, federal government shutdowns, or the official closure or cancellation of scheduled educational venues, national parks, or museums (including Gettysburg National Military Park or the Smithsonian National Museum of African American History and Culture), or governing academic, athletic, arts, or competition authorities. In such event, the District may cancel or reschedule the charter transportation without any fee, penalty, cancellation charge, or liquidated damages, and the Carrier shall promptly refund one hundred percent (100%) of all deposits and prepaid funds within ten (10) business days.

9. GOVERNING LAW & VENUE
This Addendum and the underlying Agreement shall be governed by and construed in accordance with the laws of the State of Ohio. Any legal action or proceeding arising out of or related to this Agreement shall be brought exclusively in a court of competent jurisdiction located in Cuyahoga County, Ohio or the Ohio Court of Claims. Any provision in the underlying agreement mandating out-of-state governing law, out-of-state venue, or binding pre-litigation arbitration is hereby expressly deleted and superseded.

10. TAX EXEMPTION STATUS (R.C. § 5739.02):
The Carrier acknowledges that the Brecksville-Broadview Heights City School District Board of Education is a tax-exempt political subdivision of the State of Ohio. Pursuant to Ohio Revised Code § 5739.02, the District is strictly exempt from all federal excise taxes, State of Ohio sales and use taxes, and local transit or municipal taxes. All charter quotes, rates, and invoices shall reflect net tax-exempt pricing, and the Carrier agrees that no sales, use, excise, or transit taxes shall be assessed or added to the District's billing. The District shall provide an official State of Ohio Sales and Use Tax Blanket Exemption Certificate (Form STEC-B) upon request. Any provision in the underlying agreement purporting to impose personal financial liability on the individual signing on behalf of the District for taxes or exemption eligibility is expressly deleted and void.

11. PUBLIC RECORDS SAFE HARBOR (R.C. § 149.43):
The Carrier acknowledges that the District is subject to the Ohio Public Records Act, Ohio Revised Code § 149.43. Any provision restricting disclosure of this Agreement or related transaction records is subject to mandatory disclosure requirements under Ohio law.

12. INSURANCE REQUIREMENTS
Carrier shall maintain Commercial General Liability insurance (covering tour operations, lodging coordination, and subcontracted event activities) and Commercial Automobile Liability insurance covering all owned, non-owned, and hired vehicles used in performance of this Agreement, either standalone or in combination with Commercial Umbrella / Excess Liability insurance, with total limits of not less than $5,000,000 per occurrence for bodily injury and property damage. Carrier shall name the Brecksville-Broadview Heights City School District Board of Education, 6638 Mill Rd, Brecksville, OH 44141, as an Additional Insured on a primary and non-contributory basis, and shall provide an official Certificate of Insurance (COI) evidencing such coverage prior to the release of final funds and trip departure.

13. DRIVER BACKGROUND CHECKS AND QUALIFICATIONS
Carrier certifies that all drivers assigned to perform charter services under this agreement have passed background checks, including BCI and FBI criminal records checks, in strict compliance with Ohio Revised Code Section 3327.10 and applicable state driver qualification standards for transporting public school pupils.

14. FMCSA SAFETY RATING
Carrier represents and warrants that it holds and shall maintain a "Satisfactory" safety rating from the Federal Motor Carrier Safety

Administration (FMCSA). If Carrier's safety rating is downgraded or revoked prior to the date of service, Carrier shall immediately notify the District, and the District reserves the right to terminate this agreement immediately without penalty.

15. MECHANICAL BREAKDOWN, DELAYS & SUBSTITUTE SERVICE
The Carrier warrants that all vehicles dispatched shall be in sound mechanical condition, fully functioning, and climate-controlled (with operational air conditioning and heating). In the event of a mechanical breakdown, tire failure, equipment malfunction (including air conditioning failure in warm climates), traffic accident, or service delay, the Carrier shall, at its sole expense, immediately dispatch a comparable, fully licensed, and insured replacement vehicle and driver to resume the scheduled itinerary without unreasonable delay. If a replacement vehicle cannot be provided in time to maintain confirmed event schedules or commercial flight departures, the District reserves the right to arrange emergency substitute transportation (including third-party charters, airport shuttles, or rideshares), and the Carrier shall promptly reimburse the District for all actual, documented out-of-pocket costs incurred. Furthermore, the Carrier shall issue a prompt pro-rata refund of the contract price for any scheduled transportation leg, transfer, or wait time that was delayed by more than sixty (60) minutes or unperformed due to Carrier delay or mechanical failure.

16. VEHICLE CAPACITY, SEATBELTS & ENCLOSED LUGGAGE STORAGE
The Carrier warrants and represents that the vehicle provided shall safely, comfortably, and legally accommodate the confirmed passenger count, with an individual, operational seatbelt for every passenger. The Carrier further warrants that the vehicle possesses dedicated, enclosed, and weather-tight luggage compartments with sufficient volumetric capacity to transport all passenger luggage, personal bags, and group equipment. In compliance with Federal Motor Carrier Safety Administration (FMCSA) and state pupil transportation safety standards, no luggage, gear, or baggage shall be stored in passenger aisles, passenger footwells, or across empty seats, nor shall any cargo obstruct aisles, passenger egress, or emergency exits. If the Carrier's assigned vehicle cannot safely and lawfully contain all passengers and luggage in compliant compartments, the Carrier shall immediately provide a larger vehicle or a secondary support vehicle at the Carrier's sole expense.

17. DRIVER OVERNIGHT ACCOMMODATIONS & EXPENSES
All driver lodging obligations and expenses for multi-day out-of-town charters must be fully built into the all-inclusive Total Contract Price. The District shall not arrange, book, or pay directly for private commercial hotel rooms, meals, room service, or travel per diems for the assigned driver, all of which remain the sole financial and logistical responsibility of the Carrier.

18. NO-WALK GUARANTEE (HOTEL ACCOMMODATIONS) Carrier acknowledges that this Group consists of minor students and their adult school-appointed chaperones, and guarantees confirmed room blocks at the Hilton Garden Inn-Greenbelt and Sonesta-Greenbelt. Under no circumstances shall Carrier or its subcontracted hotels 'walk', relocate, or separate any individual member or partial segment of the Group from their designated hotel property to another hotel. In the event of an extraordinary facility emergency at either property that makes honoring the reservation strictly impossible, Carrier shall notify the District immediately and ensure the entire affected hotel cohort is relocated together to a single comparable or superior hotel property at Carrier's or the hotel's sole expense, inclusive of all room charges, taxes, and daily round-trip transportation for the duration of the trip.

19. THIRD-PARTY SUPPLIERS & SUBCONTRACTORS
Any provision in the underlying agreement disclaiming Carrier's responsibility for the default, non-performance, or negligence of third-party hotels, restaurants, venues, or subcontractors arranged by Carrier as part of this Group Tour Package is superseded. Carrier remains contractually responsible for the proper delivery of all package components set forth in Your Charter Order.

20. STUDENT DATA PRIVACY & ROOMING LISTS
Carrier and its subcontracted lodging providers shall treat all student names, rooming lists, and participant rosters provided by the District as strictly confidential education records under the Family Educational Rights and Privacy Act (FERPA) and Ohio Revised Code § 3319.321, using such information solely to fulfill the reservations for this trip and securely destroying or returning it upon trip completion.

19. ACCEPTANCE
Upon signature by authorized representatives of both parties, this Addendum shall become a binding contract subject to all provisions set forth herein. If this Addendum is returned signed with any handwritten or typed modifications, it shall not constitute an acceptance, but rather a counteroffer that requires written acceptance by the other party to become effective. Each individual signing this Agreement represents and warrants that they possess actual and statutory legal authority to execute this Agreement on behalf of their respective party. For the Brecksville-Broadview Heights City School District, the parties acknowledge and agree that this Agreement is not valid, legally binding, or enforceable until approved by the Board of Education (if required by local policy) and

certified by the District Treasurer in accordance with Ohio Revised Code Section 5705.41(D).

EXECUTION AND FISCAL CERTIFICATION

IN WITNESS WHEREOF, the authorized representatives of the parties have executed this Agreement and Addendum.

FOR THE DISTRICT:
Brecksville-Broadview Heights City School District Board of Education

TREASURER'S FISCAL CERTIFICATE (R.C. § 5705.41(D)):
The undersigned Treasurer/CFO of BBHCSD certifies that the amount required to meet the obligations of the District under this Agreement (**$170,030.00**) has been lawfully appropriated and is in the treasury or in process of collection, free from previous encumbrances.

Signature: _____
Name: Craig Yaniglos / yaniglosc@bbhcsd.org
Title: Treasurer / CFO

Date: _____

FOR THE CHARTER SERVICE:
Great Day! Tours

Signature: A.J.K
Name: A.J. Kinney
Title: President
Date: 11/17/26