



ANTIOCH COMMUNITY CONSOLIDATED SCHOOL DISTRICT 34

INSPIRE TO DREAM - EMPOWER TO ACHIEVE

TERMS AND CONDITIONS

Thank you for choosing Antioch CCSD #34 for your transportation needs.

This document sets forth the terms and conditions of the agreement between you (the “customer” or “you”) and Antioch CCSD #34. This agreement, when signed, binds you and your agents, heirs and assigns all terms set forth herein.

Liability Insurance

A Certificate of Insurance with proper limits of liability, shall be submitted as evidence of insurance at least 2 weeks prior to the event and must designate both the using organization and Antioch CCSD 34 as insured. The absence of such a certificate will preclude the charter for the bus. Documents may be submitted by mail or fax at least two weeks prior to the event.

All groups and organizations must carry liability insurance and provide the district with a certificate of insurance a minimum of two weeks prior to their event/meeting(s). There are no exceptions to this requirement. Groups or organizations that do not normally carry liability insurance are required to purchase such insurance to cover the term of the activity. Said coverage shall insure the user organization in the amount not less than \$1,000,000 for injuries to one person and \$2,000,000 for injuries to more than one person. The certificate of insurance shall name the school district as an additional insured by name. The insurance carrier must be A-rated as based on A.M. Best Reports.

Antioch CCSD #34 Payment Policy

Antioch CCSD #34 requires you to be at least 21 years of age and have a valid U.S. credit card to hold and secure your reservation if you are paying by credit card. Once you have agreed to the terms and conditions even without a deposit you are still liable for charter costs based on our cancellation policy. Antioch CCSD #34 requires card holders’ signature or reservation will not be processed, and you still be liable for any and all cancellation fees. Antioch CCSD #34 accepts certified checks, business checks, cash, and money orders. Antioch CCSD #34 is not responsible for any overdrawn bank fees. Customers paying by check authorize Antioch CCSD #34 to authorize your credit card to secure the full amount of the charter if the check is returned by the bank. The customer agrees if check is not received within payment due date that Antioch CCSD #34 will charge your credit card for the full charter cost. Parking fees are the responsibility of the chartering party and not included in the charter cost. The client is responsible to pay parking permits upon arrival.

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.



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Upfront Pricing

Antioch CCSD #34 is committed to disclosing all potential fees when you confirm and book your trip. If charter costs increase after an agreement has been signed and executed, the customer shall be informed of any increase and shall have the right to cancel the agreement without incurring a cancellation fee. The customer's right of cancellation may not be exercised, however, if costs are increased due, in part or whole, to itinerary changes made by the customer.

First Come First Serve Policy

Charters are reserved on a first come, first serve basis. Antioch CCSD #34, reserves the right to cancel this reservation if the requested vehicle is unavailable, has mechanical fault, or if the client is late on payments. If your requested vehicle is unavailable, you may approve Antioch CCSD #34 to continue seeking alternative vehicles to accommodate your travel needs. Authorizing Antioch CCSD #34 to seek another vehicle may change your charter cost. You may decide at that point if you would like to proceed with the new vehicle and new rate.

Final Confirmation

Once your reservation is processed Antioch CCSD #34 will send you a charter confirmation email. Any modifications or changes to the final confirmation must be made within 48 hours of receipt of the confirmation. Antioch CCSD #34 is not required to honor any changes made more than 48 hours after the final confirmation, including changes in pick-up times, locations, and types of vehicles. You may also incur change fees as documented below.

Cancellation Policy

The cancellation policy applies to all clients including those clients that reserve a vehicle less than 30 days prior to departure. Antioch CCSD #34 must receive all cancellation requests in writing stating the charter number, departure date and reason for cancellation via email at mholsinger@antioch34.com directly. 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 Antioch CCSD #34 if payments are not made by the due date.

Cancellations made 14 to 30 days prior to departure date are subject to the larger of the loss of deposit or 30% of total charter cost. Cancellations made 8 to 13 days prior to departure date are subject to the loss of 50% of the total charter cost. Cancellations made 72 hours to 7 days prior 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 the total charter cost. Refunds can take up to 30 days to process.

If the customer does not return a phone call or email from Antioch CCSD #34 for at least 14 days, Antioch



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CCSD #34 has the right to cancel any reservation and cancellation fees may apply.

Change Policy

Changes made to the itinerary, including times and locations must be submitted to Antioch CCSD #34 at least (7) business days prior to the charter departure date. No changes or modifications of your trip shall be valid unless and until approved by Antioch CCSD #34.

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

You must contact Antioch CCSD #34 by email to make your itinerary changes.

Any changes (1st or final) to your itinerary that impact time, stops, or distances may affect your charter rate. We calculate time and additional pick-ups or drop offs as follows:

1 to 50 Passengers- \$107.00 per hour, per bus.

*Time is rounded to full hours 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.

Overtime

Overtime is available at the drivers' and Antioch CCSD #34's 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:

\$95.00 (nine-five dollars) for school buses

Food Policy

It is the chartering party's responsibility to notify Antioch CCSD #34 in advance of an intention to bring food or beverages on board the coach. Antioch CCSD #34 will specifically advise the customer if this request is acceptable and whether a security deposit is required. No smoking, alcohol, drugs, or illegal substances are allowed in the vehicle at any time. We reserve the right to refuse such service to any person who, in our judgment, is incapable of taking care of themselves or whose conduct violates these policies, is objectionable, or presents a hazard to other persons, chauffeur, or vehicle. Upon such determination, Antioch CCSD #34 shall be deemed to have completed its obligations to client under the Charter and may terminate its service to client under Charter by dropping client off at the client's home, nearest police station, or any other point mutually



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agreed to by Antioch CCSD #34 and the client. No glass containers are allowed on the bus at any time. If during or after the transportation service, Antioch CCSD #34 is required to expend a greater than normal amount of time and material to clean the equipment properly due to the acts of the passengers, Antioch CCSD #34 will charge the chartering party's credit card for additional costs to cover such time and materials. The cleaning of vomit is a health and safety issue for subsequent passengers and Clients will incur a \$250.00 service charge per occurrence. The cost of repairing damage to vehicles from acts of the members of the chartering party to interior and exterior shall be charged to the chartering party and is payable as soon as such cost is determined.

Special Requests

Antioch CCSD #34 will do its best to accommodate special requests. 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 Antioch CCSD #34. This exemption shall not apply to specific requests for ADA accessible vehicles.

Amenity Assurance

You have the right to a bus where all amenities function properly. If any amenity on your charter bus malfunctions (including heat or air conditioning, ADA lifts and PA systems), Antioch CCSD #34 will endeavor to either fix the problem or provide you with a replacement bus with as little disruption to your itinerary as possible.

Lost Items

Antioch CCSD #34, its affiliates and subsidiaries, employees and agents shall not be responsible for any items lost by passengers, before, during, or after a trip. Customers shall have the sole responsibility of checking for all personal belongings for passengers before passengers make any final disembarkation for the bus. Antioch CCSD #34 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 search is contracted, customer must arrange the search with Antioch CCSD #34 to ensure that the bus will be available on the date of the search. Antioch CCSD #34 has a lost and found department. Customer may submit information about any lost item to the Antioch CCSD #34 lost and found and Antioch CCSD #34 will use its best efforts to try to locate any lost item. Customer must, however, provide the charter number and date of the charter to Antioch CCSD #34 by email. Antioch CCSD #34 shall have the right to determine when a lost and found matter shall be considered closed.

Mechanical Issues



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The below is our suggested refund guideline. Antioch CCSD #34 does not guarantee refunds for service issues and retains the right not to provide refunds. In the event that the vehicle supplied by Antioch CCSD #34 sustains mechanical, electrical or other problems to render it inoperable, Antioch CCSD #34 shall, at its sole option and discretion provide another vehicle (color may vary), quality and cost to complete the Charter obligation and that such replacement vehicle will satisfy Antioch CCSD #34 responsibility under this agreement. There will be no refund if an alternate vehicle(s) is supplied. Should Antioch CCSD #34 be responsible for response time or time delay due to its own fault, (defined solely by a dispatch error on Antioch CCSD #34's part, and not the customer) Antioch CCSD #34's sole liability in such an instance shall be the following: 1) For any Day Trip, the liability of Antioch CCSD #34 shall be limited to five percent (5%) of the Charter cost for a specific vehicle for each 30 minute period in which that vehicle is late after the first 30 minutes after pick up time, not to exceed twenty percent. (20%) of the total Charter cost divided by the number of days set forth under Client's fully executed final confirmation.

Refund Policy & Post Charter Concerns

Please contact customer service and you can also email us at mholsinger@antioch34.com for a quicker response. Your request for a refund must be consistent with the terms and conditions set forth in this agreement and submitted in writing. Please use your charter # as your reference #. In the event of any dispute, claim, question, or disagreement arising from or relating to this agreement or the breach thereof the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and recognize their mutual interests, and attempt to reach a just and equitable solution satisfactory to both parties.

Non-Disparagement Clause

The reputation of Antioch CCSD #34 and its affiliates are of the utmost importance. In consideration of entering into this contract, and as a condition of this contract, you agree not to publish, disseminate or distribute any information that is defamatory, negative or adverse to this company, its activities or harmful to its reputation. If, in the opinion of the company, you violate this clause, you will be given a 72-hour notice to retract or correct such information. If you fail to do so for any reason, you agree that you will be responsible for a Disparagement Fee in the amount of \$3,500.00 as well as any legal fees and actual damages incurred by this company.

General Policies

Antioch CCSD #34 reserves the right to lease equipment from other companies to fulfill this agreement. Party bus seating capacity is measured thigh to thigh at an estimated 18-20 inches per seat. If a passenger is bigger or takes up more space, then that then Antioch CCSD #34 cannot guarantee the actual seating capacity. Client is responsible to make any and all reservations that may be needed for buses in order for services to be provided including. In the event that Antioch CCSD #34 for reasons of beyond its control, is unable to perform under this



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contract, and unable to provide replacement transportation, which Antioch CCSD #34 shall select at its sole discretion, Antioch CCSD #34 liability shall be limited to a refund of any monies paid by the customer hereunder, without regard to incidental, consequential or special damages, whether foreseeable or not.

Antioch CCSD #34 has the right to upgrade a vehicle at our discretion without notice. If there is a problem with a charter in progress, the client must contact us and make them aware of the situation. Failure to contact the Dispatch Department while problem is occurring will absolve Antioch CCSD #34 from responsibility arising from such issues. If a bus arrives at the scheduled pick up location and no passenger's board vehicle within 1 hour after scheduled pick up time, Antioch CCSD #34 has the right to cancel services on the spot and is not obligated to go to the destination. Clients will not be refunded.

Antioch CCSD #34 shall not be liable for items left on the vehicle, loss of time to due to mechanical failure, inclement weather, or road conditions (road repair, accidents) or other acts which Antioch CCSD #34 has no control. If an event is cancelled due to inclement weather (only if the venue closes) Antioch CCSD #34 has the right to charge the client up to a \$500.00 cancellation fee. If the client cancels because of inclement weather but venue is open Antioch CCSD #34 reserve the right to charge 100% of charter cost.

Client understands and acknowledges that the trip type set forth in their final confirmation, incorporated herein by reference, shall be fully binding and the liability of Antioch CCSD #34, as described under this Paragraph, shall be limited in accordance with the same. Antioch CCSD #34 liability hereunder is limited to the amount stipulated in the conformation. Antioch CCSD #34 is not liable to client for any and all consequential damages, including, but not limited to, the costs of hiring substitute and/or additional transportation, spoiled catering, 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. Any and all credits issued by Antioch CCSD #34 expire within 1 year of the credit date. We cannot guarantee the assignment of any requested drivers, vehicles or amenities. Any trip over 14 hours the driver must have 8 hours off duty. Antioch CCSD #34 shall not be liable for any incidental, consequential, or special damages, whether foreseeable or not, as a result of such delay. Any reasonable and unavoidable special fees or charges incurred will be in addition to all Charter rates as published. Security agreements are as follows: Any damages to the vehicle caused by the client or his/her guest will be charged at full cost (including down time) to the client. Any excessive interior clean-up required (i.e. spills, vomiting etc.) will be charged to the client at a minimum of two hundred dollars (\$200.00) per occurrence. All passengers are legally and financially responsible for any and all interior and exterior damages caused to the vehicle during the trip by the passengers. The undersigned also agrees that any charges that may arise may be charged to the credit card used for the reservation. Antioch CCSD #34 requires a copy of the front and back of the credit card being used for payment and a copy of the driver's license of the card holder for charters \$5,000 and more.



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This Request for refunds must be given no later than 30 days after your trip. Antioch CCSD #34 appreciates your business and will work diligently to resolve any concerns you may have. The party agrees that this agreement was made and/or to be performed in the state of Illinois and, therefore, shall be governed by, and construed in accordance with, the laws of the state of Illinois. This contract may be executed in counterparts, 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 particular 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.

The parties further agree that any and all disputes or claims arising out of/or in connection with this agreement will be governed by the laws of the Commonwealth of Illinois without regard to choice of law principles of any jurisdiction. Client hereby agrees to compensate Antioch CCSD #34 for any and all costs associated with such collection efforts, including filing of a lawsuit and including attorney's fees and costs for collection of such fees.

Customer specifically acknowledges Antioch CCSD #34 is not liable for any and all consequential damages, including but not limited to, the costs of hiring substitute and/or additional transportation, spoiled catering, food and/or beverages, concert, theater, sports and/or other event tickets, admission costs, reservations, plane or train tickets, and/or any and all other losses related to cancellation, mechanical failure, traffic delay, late pickup or no-show of requested transportation.

By Signing Below, you are agreeing to the Terms and Conditions of this Reservation Form:

Signature: _____

Customer Name: _____

Date: _____

Upon receipt, a final confirmation will be emailed to you.



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Application

Date of Request: _____

Group Name: _____

Address, City, State: _____

Contact's First & Last Name: _____

Contact's Phone Number: _____

Date of Field Trip: _____

Field Trip Location: _____

Field Trip Address, City, State: _____

Pick-up Location: _____

Departure Time: _____ Return Time: _____

Number of students: _____ Number of Chaperones: _____ Total Passenger Count: _____

Internal Use Only:

Director of Transportation Approval: _____ Date: _____

Cost: _____ Driver Assigned: _____

Board Approved: _____