

SF/SJ Bay Area	408-371-1230
OC/Los Angeles	714-282-7750
San Diego	888-488-8598
Phoenix	602-639-9312
San Antonio	210-225-8600
Beaumont	409-241-8736

CHARTER TERMS AND CONDITIONS

Thank you for selecting Avalon for your charter transportation needs. We welcome the opportunity to provide you with safe and quality service. Attached is the contract for your charter vehicle request. Please review all pages of this contract and return a signed copy with the required deposit to confirm your booking. **Charters will not be confirmed and equipment will not be reserved until your signed contract and deposit are received.** Receipt of the deposit, or the full amount due, along with a signed copy of the invoice will confirm this order for charter services and assent to the terms hereof. Quoted prices are valid for seven (7) days. The below Terms and Conditions that are applicable for all charter contracts with Avalon Transportation, LLC, Avalon Motor Coaches, LLC, or our brands Daisy Motor Coaches, Arizona Corporate Charter, West Valley Charters, and Sun Tours.

RATES:

This quotation is based on the original services requested, the estimated duration and distance of the trip, and our current tariffs, which are subject to change. In the event of a tariff revision, you will be notified concerning rates in effect for your date of service.

The total charges for your Charter are subject to change in accordance with your actual itinerary, which is due in our office no later than twenty-one (21) days prior to the Departure Date. All itineraries must be checked by our offices for approval and compliance with DOT Hours of Service regulations, any road restrictions, and the terms of this Agreement. Rates are computed based on the time or mileage beginning and ending at the local Avalon Terminal, and total charges will be the greater of actual hours of service and miles traveled. Your **Charter pricing is subject to increased charges at the conclusion of your trip should the actual use (time or distance) be in excess of the anticipated and quoted amount.** Upon completion of the Charter, any additional hours or miles exceeding the agreed amount plus any additional fees for additional buses and/or drivers due to additional hours or miles will be billed based on the tariffs in effect at the time of the Charter. For hourly overage charges fractions of an hour are rounded to the next half-hour. All overage amounts are due upon receipt of the invoice and are subject to additional fees detailed further in payment terms for late payment. Customers are responsible for payment of any tolls, parking fees, entry fees or other miscellaneous fees required to perform this trip unless they are explicitly written into the Charter Agreement.

Driver gratuities are in addition to quoted prices and are at the sole discretion of the client: gratuities may be altered or rescinded at the clients' sole discretion. A gratuity of 15-20% is customary for good service and can be handled directly with your driver at the end of the trip. For the convenience of the client Avalon can also add a gratuity to your Charter Agreement if you prefer. All of the billed gratuities are passed on to the motor coach operator so please contact the offices as soon as possible should any changes to a billed gratuity amount be warranted.

DEPOSITS AND PAYMENTS:

In order to confirm your booking a deposit of thirty percent (30%) of the total amount of the Charter is due immediately upon receiving this Agreement. Full payment is required no later than **14 days prior to** the Departure Date. Reservations made less than 14 days in advance of the service requires payment in full at time of booking. **Charter reservations are subject to cancellation if payments are not received by the due dates.** Itineraries are due 21 days prior to departure. Charter bookings for certain events or dates may require non-refundable deposits. Likewise, multiple bus charters may also be subject to non-

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refundable deposits. Payments for overages, damages, or other incurred fees are due upon receipt of the invoice. Late payments are subject to a monthly interest charge of 1.5%, compounded monthly, of the outstanding balance. Client further agrees to pay reasonable attorney fees and costs if necessary in pursuit of collection of any outstanding monies due.

ORDER ACCURACY:

Please check the accuracy of all of the provided information including but not limited to the dates, times, pick up address, destination address, and vehicle type. Email confirmations are sent on all reservations and the information contained in such email confirmations will be deemed to be accurate unless Avalon is notified by you by email with corrections within 24 hours of the email confirmation. Any service issues that arise due to incorrect information will be subject to cancellation fees or no show fees.

CANCELLATIONS:

All Cancellations must be submitted in writing. A change of Departure Date is considered to be a Cancellation of the scheduled Charter. Charters cancelled 30 days or more prior to the scheduled Departure Date are subject to a Charter Cancellation fee of 6% of the total price of the Charter or \$50 whichever is greater. Cancellations received less than 14 days prior to the scheduled Departure Date for multiple bus orders or for single bus orders going multiple days are subject to a Charter Cancellation fee of 30% of the total price of the Charter. No refunds will be made for cancellations received 8 days or less prior to the scheduled Departure Date.

DRIVER(S) ROOM:

Federal Department of Transportation safety regulations prohibit drivers to be on duty more than fifteen (15) hours per day, 10 hours of which are for driving (including a 30 minute pre-and post-trip vehicle inspection and travel time to and from pickup/drop off locations). The driver must be given nine (9) consecutive hours off before he/she may resume his/her duties.

Clients/Booking Agents are responsible for securing and payment of any required driver lodging for overnight trips. One (1) room per driver/per night is required. Driver lodging must be within five (5) miles of the group's lodging and additional charges may apply if the driver lodging is further than (5) miles away from the groups lodging. Driver accommodations must be of at least average quality, include a private restroom, and are subject to the approval of Avalon (no cabins are permitted). If your trip requires the driver to have a day room and sleep during the day, driver lodging must be confirmed for two nights to allow the driver to check in early morning or additional charges may apply. A per diem minimum of \$200 per night per driver will apply if this requirement is not met. Should Avalon be required to book driver rooms, the client is liable for a \$25 booking fee per reservation in addition to the cost of the driver lodging. Driver lodging must also have adequate bus parking within one block of where the driver(s) stay unless otherwise agreed to in writing between Avalon and the customer. Alternate parking accommodations decisions are ultimately at the discretion of Avalon and clients are responsible for paying all parking fees, entrance fees, tolls, etc.

PROHIBITED ITEMS:

Smoking, the use or carrying of illegal drugs, and the use of alcohol are prohibited on all coaches. Food and Drink are not allowed without prior approval and may incur a cleaning fee. All animals except properly documented Service Animals are prohibited on the vehicles. Visibly inebriated individuals will not be allowed on our vehicles and if discovered while on the vehicle such individuals shall be immediately escorted off the vehicle. While in the vehicle passengers must store and not wear golf shoes, ski boots, or any other shoes with spikes. All firearms, explosives, and fireworks are strictly

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prohibited in or on the vehicles. Client agree that the passenger capacity of any vehicle provided shall not be exceeded. The driver has the right to terminate the run at any time, without a refund, if there is blatant indiscretion on the part of the client and/or passengers with respect to prohibited items, or if the driver is or feels threatened by the passengers.

VEHICLE DAMAGES:

Avalon inspects each vehicle before, during, and after each Charter. The Client/Booking Agent assumes full financial liability for the cost of repairing any damage caused by the negligence, recklessness or willful conduct of any members of the client's party during the service or any other party that the group interacts with during the term of the Charter. This includes the cost to repair any interior and exterior damage, repair or replacement of damaged equipment, and all costs related to extraordinary cleaning the vehicle may require. Client is responsible for reimbursing Avalon for any loss of revenue due to the vehicle being out-of-service while repairs are being completed. The cost of repairing, restoring or otherwise remediating any damage to a vehicle caused by Client may be charged to such Client's credit card on file or billed directly to such Client, without prior notice. Charters involving venues where alcohol is served will be subject to a \$250 refundable cleaning/damage deposit. A refundable damage deposit may also be required for any service that may subject the vehicle to an increased risk of damage. A \$250 minimum cleaning fee will be charged (per occurrence) should any passengers vomit within the vehicle. The client holds Avalon harmless and not liable for any personal or material damages arising from the conduct of Client and/or their party. All charges incurred in the section will be payable upon receipt of the invoiced damage amount and subject to previously disclosed late payment fees.

LOST AND FOUND:

Avalon is not responsible for any personal property left on the bus or any lost items. Items found on the charter vehicle will be placed in our lost and found and held for 30 days pending contact by the client. Unclaimed items will be disposed of. Clients are responsible for making arrangements to retrieve items left on our vehicles. Clients are responsible for any shipping charges should they request an item be shipped to them.

EMERGENCY CONTACT INFORMATION:

An Avalon representative is available twenty-four hours a day, seven days a week by calling 800-528-2566 and choosing Option "0" for Operator during normal business hours or Option "5" for our Control Center during all other hours.

UNSAFE PICK-UP AND DROP OFF LOCATION:

The motor coach operator has full authority to decide where he/she deems is appropriate to safely pick-up and/or drop-off passengers. If the pick-up or drop-off location is not accessible due to weather/road conditions, or the size of the vehicle is not suitable for the access road and the coach cannot safely make it to the originally agreed pick-up or drop-off location, the motor coach operator will adjust the pick-up and/or drop-off to the nearest safe location, and there will be no credit or refund associated with this service change. Any additional time or miles will be billed based on our prevailing rates at the time of the charter.

ADA REQUESTS:

A minimum of forty-eight (48) hours notification prior to a Charter date is required if wheelchair accessible equipment is needed and are subject to availability.

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CHILD SEATS:

Clients are welcomed to provide their own child seat at no charge. Avalon employees are not allowed to secure child seats into the vehicles: traveling clients will be required to install any child seats themselves without assistance from the driver.

HOURS OF SERVICE:

It is Avalon's safety policy that any trip requiring driving more than 300 miles one-way must depart no later than 10:00 pm or no earlier than 4:00 am. Drivers cannot drive more than 10 hours or be on duty more than 15 hours in a 24-hour period.

HEAT ADVISORY

During the summer months and in certain parts of the country it is important for clients and passengers to remember the capacity and limits of charter bus air conditioning systems. Charter buses are only capable of cooling a vehicle to approximately 15-20 degrees below the outside temperature; therefore if it is 100 degrees outside the bus can only be expected to cool to about 80 degrees. The air conditioning systems will also have to compensate for body heat emitted by all passengers. For some passengers who are medically fragile and/or sensitive to temperature changes, it may be in the passengers' best interest not to ride on extremely hot days. The decision of whether a passenger rides or not will remain with the individual passenger and the group leader/coordinator.

LIMITATION OF LIABILITY:

Avalon's performance of the services contained in this contract is contingent upon the company's ability to furnish the equipment and perform the services. In the event of traffic delays, accidents, breakdowns or any other issue that interferes with Avalon's ability to provide the contracted service, Avalon's liability is limited to a maximum of full refund of amount paid for the services pro-rated for services rendered up to that point. In no event shall Avalon be liable for consequential damages of any kind.

DISCLAIMER:

Avalon is not liable for damage to or loss of baggage and/or other personal property. Customer baggage and property will be handled at the passenger's own risk and only in an amount that can be conveniently carried in the storage areas of the Charter coach. Due to safety concerns the driver will require assistance with loading and unloading any bags in excess of 50 lbs. Avalon shall not be liable for loss of time or monies due to mechanical failure, inclement weather or traffic. Due to the unpredictable failure rates of accessory systems, we cannot guarantee the operation of radio/video/Wi-Fi/P/A systems, air-conditioning, and restrooms. No refunds or adjustments are given for accessory systems failures or unavailability. For motor coaches that contain WIFI the WIFI should only be utilized for tasks that do not require large amounts of data transfer. Streaming video or any other excessive use of data is not permitted and may result in the termination of WIFI service without notice. We reserve the right to terminate WIFI service at any time without refund. We cannot guarantee the assignment of requested drivers or coaches and we reserve the right to substitute equipment from other carriers.

I, the undersigned, do hereby accept the Charter Terms and Conditions described above and agree to adhere to all policies contained herein.

Charter Party Signature

Date