

TERMS AND CONDITIONS for DIRECT CONNECT CHARTER BUS

1. Effective Time of Contract. Quotes & Invoice/Contracts provided by direct connect are based on availability of vehicle(s) and driver(s) from within our network at the time of provision of such quote. Failure of Customer to sign and fax back Invoice/Contract promptly can result in unavailability. Direct Connect shall reserve the right to decline provision of services in the event that a worthy operator cannot be confirmed for Customer's service. Customer does not have a binding commitment on the part of Direct Connect. The service provider will publish terms and conditions upon signing a contract with said provider.
2. Payment. Final payment for charter service is due and payable at least ten (10) days in advance of the first date of service. In the case of bookings more than 10 days prior to the Event, a 20% deposit should be paid upon confirmation of the service. If Customer faxes a copy of a check, this will imply permission to deposit check via ACH. When making payment, Customer should indicate on its check or other mode of payment, the Invoice/Contract number to insure proper credit. Credit card payments will be subject to a 3% transaction fee.
3. Standard of Care. Our service providers are carefully selected. Direct Connect confirms that all transportation service providers in its network are registered and insured and have no unsatisfactory ratings with the Federal Motor Carrier Safety Administration and the Better Business Bureau. Further, all drivers are confirmed as safe drivers by our providers. Equipment furnished by the service provider is inspected before being assigned to the charter service for mechanical reliability. The vehicles provided will accommodate the number of passengers specified in Customer's order.
4. Itinerary; Extended Day Trips. Customer must provide Direct Connect with complete itinerary information prior to confirming and booking your bus with the bus company.
5. Changes; Additional and Unforeseen Costs. Any change in service at the request of the Customer that results in an increase in miles or hours over that of the contracted service shall result in an additional charge. Customer agrees to sign trip sheet upon the request of the driver for confirmation of service completion time. Tolls, parking charges, driver accommodations in the event of an overnight trip, etc., will be the responsibility of the Customer unless otherwise stated.
6. Personal Items of Passengers. Customer hereby acknowledges that neither Direct Connect nor the service provider shall have any responsibility whatsoever for any personal property of the passengers. Baggage and all other personal property will be handled only at passengers' own risk. Passengers' baggage shall be carried subject to the available accommodations (as determined solely by the service provider) provided by interior and/or exterior racks. Personal items of passengers are loaded and transported at the sole risk of the passengers.
7. Damage to Transportation Equipment. Customer hereby agrees to assume responsibility for and to reimburse the service provider for the costs associated with any damage to the transportation equipment/vehicles supplied by or through Direct Connect caused by passengers.
8. Objectionable Persons. and its service providers reserve the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.
9. Conduct of Passengers. Passengers shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle.
10. Possession of firearms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on any vehicle provided hereunder.
11. Corporate Authority. Customer represents and warrants to Direct Connect that the undersigned signatory, signing on behalf of Customer, has the authority to bind the Customer and that these Terms and Conditions shall be a valid, legally binding obligation of Customer.
12. Limitation of Liability. Customer agrees that Direct Connect shall not be liable to Customer for special, indirect, incidental or consequential damages, and Customer hereby disclaims such damages to the full extent such may be disclaimed, even if Direct Connect has been advised of the possibility of such damages, except in the case of gross negligence or willful misconduct of the bus company. In no event shall Direct Connect be liable for any refund in excess of the price paid for the charter for any reason whatsoever.
13. Force Majeure. The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. Service providers are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic, and weather conditions are beyond the control of the service provider or Direct Connect and the service provider, and delays occasioned by same will not be the responsibility of Direct Connect or the service provider. Direct Connect shall not be liable to Customer for delay or non-performance resulting from mechanical failure, road or weather conditions, labor difficulties, or any other causes or circumstances beyond its control.

14. Cancellation Policy. Cancellations must be received in writing by either fax or email. Customer shall receive a full refund for cancellations made more than 10 days prior to date of service. There shall be no refund, however, for cancellations made within 5 days prior to date of service.

15. Prohibited Items: The following items and activities are prohibited without the written consent of the Company: (i) Decorations; (ii) Alcoholic Beverages (a fee, per bus, may be required if alcoholic beverages are allowed by Direct Connect and the service provider); (iii) Smoking; (iv) Glass containers; (v.) Golf shoes or other shoes with spikes; (vi) Fuel containers; (vii) Generators. No tap beer is allowed on any vehicle.

16. ADA / SPAB NOTICE. Any group that requires an ADA accessible or SPAB Certified bus and driver is requested to inform Direct Connect in writing at the time of the reservation.

17. Copyright Notice. VCR equipment is installed on some of the over the road motor coaches. Request for VCR equipped coaches will be honored to the best of our ability, but is not guaranteed. Only non-copyrighted videocassettes are permitted. The following is important information from a Summary Statement prepared by the Film Security Office of the Motion Picture Association of America Inc. provided for your information:

18. Miscellaneous.

1. Governing Law. The rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction of the state and federal courts of the State of California and in any dispute arising out of these Terms and Conditions agrees to waive the defense that such courts lack personal jurisdiction over Customer.

2. Counterparts; Facsimile. These Terms and Conditions may be executed in separate counterparts, each of which shall be deemed an original and both of which shall together constitute one and the same instrument. For the purposes of this Agreement, facsimile signatures shall be treated as original signatures.

3. No Trial by Jury. Direct Connect and Customer each agrees to waive all rights to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with the Event or these Terms and Conditions.

4. Entire Agreement. These Terms and Conditions, together with the service provider and Direct Connect Invoice/Contract, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other promises, representations, or conditions in any other agreement, whether oral or written. These Terms and Conditions may be modified or amended only in a written instrument signed by both parties.

Customer:
Approve and sign electronically

Date: