

## Charter Terms of Service

To make your trip with us a safe and enjoyable experience, we ask that the following procedures be strictly followed. These terms and conditions are put in effect in an effort to give you quality service and maintain quality equipment; thereby giving you the level of service you expect from Kewl Tours & Charters.

1. Each Kewl driver is highly trained professional who is always looking out for the welfare and safety of his/her passengers. The driver, therefore, must be obeyed at all times.
2. Safe and timely transport of the client is our first concern. Kewl Inc. is constantly being informed of traffic and road conditions, construction delays and other factors that may delay your trip by: industry associations, peers and others. This does not mean that an unexpected delay could not occur. However, as agreed upon by Kewl, Inc. and client, Kewl, Inc. will select the most advantageous route based on the latest information available. If the client desires a different route, additional charges and costs may apply. Use of a client selected route, assumes, client accepts all responsibility for foreknowledge of height and weight restrictions, road conditions, and such other regulations and circumstances that may result in delay or additional costs. In case of delay based on road conditions, inclemency or mechanical failure, we will not be liable for incidental costs incurred, incidental expenses for, or losses by the client. Customer is responsible for the cost of tolls and parking/entry fees associated with the charter.
3. For Safety reasons, all US DOT and MD Public Service Commission regulations must be followed at all times in performing your service. Hours of service regulations restrict single drivers to 15 hours of service, from beginning of day to end of day, and of those, 10 hours may be driving. Federal Motor Carrier Safety Regulations referred to here may be found on the internet at <http://www.fmcsa.dot.gov/>. Please do not ask our drivers to exceed statutory restrictions. Chartering parties are considered the "Shipper" in US DOT regulations, if shipper's itinerary exceeds "hours of service" regulation: You, The Shipper are legally liable for all fines and penalties. Relief drivers can be arranged for any itinerary that requires one.
4. Each Kewl coach is equipped with a waste can located in the front or rear of the bus. It is the only location where trash should be placed. The inside of the coach should look as good after our trip as it did when passengers first stepped on board. Reasonable exception for weather and foot traffic shall be given. The chartering party is financially responsible for excess clean-up costs.
5. For safety reasons passengers must remain in a seat while the coach is in motion. Movement should be kept to a minimum. Kewl, Inc. is not responsible for injuries that occur due to passenger negligence. **NO STANDEES ARE ALLOWED.**
6. The overhead compartment is for storage of coats, equipment, etc. Caution should be taken when placing items in overhead storage or taking them down so they do not fall on the other passengers. In cases where one is too short to reach overhead racks, their belongings should be placed under the seat or overhead by another. There should be **NO** standing on the seats or armrests.
7. Each Kewl coach is equipped with a bathroom facility. However, the bathroom should only be used in cases of **extreme emergency**, due to the lack of disposal facilities on many of our trips.
8. Any damage to seats, windows, or other equipment or part of the Motorcoach that is caused by any member or guest of the chartering party, is the responsibility of the chartering party. The cost for repairs and any loss of service due to such damage will be the responsibility of chartering party.
9. Baggage, Personal items, musical instruments, athletic equipment and other paraphernalia necessary for the purpose of the trip and limited to the capacity of the chartered vehicle will be transported in the custody of the chartering party at no additional charge. Carrier assumes no responsibility for loss or damage. Kewl Inc. reserves the right to inspect all packages. Carrier representatives and motorcoach operators will not assist in loading and packing of musical instruments or athletic equipment. It is the responsibility of the customer.
10. We reserve the right to upgrade to vehicles of greater capacity when operating conditions require. However, customers should never assume we will upgrade. Any passenger count that exceeds that of the contract will cause the customer to be billed at a higher rate.
11. A deposit of \$200.00 per coach per day is required to hold your date. The deposit should be received by our office within 7 business days of your reservation. Final payment must be received no later than 45 days prior to travel. We will NOT send any additional requests for payment. Payment not received in a timely fashion will result in possible cancellation of your charter and deposits forfeited. Credit cards used for payments are subject to a 3% processing charge. Negotiated contract exceptions may apply.

12. **If it is necessary to cancel your order for a coach or coaches, you must notify our office in writing.** Deposits are non-refundable. Unless coach is resold for equal or greater value, 30 days prior to departure. Refunds may only be made if equipment is re-chartered, for the contracted date/dates, for equal or greater contract value. All Fridays, Saturdays and Sundays, as well as, dates between March 1 and June 30 and between September 1 and December 20 are high demand dates and are always subject to cancellation fees. Upon cancellation of transportation or travel services, where you, the customer, are not at fault and have not canceled in violation of the terms and conditions above, you will be refunded 100% and neither party shall be responsible for indirect or consequential damages as a result of the cancellation. Weather conditions are an "Act of God" and do not justify your cancellation of a charter. A weather waiver is available that provides a full and complete refund for inclement weather that prevents travel. Kewl Tours & Charters highly recommends this insurance to all charter customers during periods of possible inclement weather. Allow 30 days for processing of refunds.
13. **USE OF VIDEO, TAPES, DVDs and CD's ON BOARD.** Every business is required to obtain ASCAP and BMI licenses in order to play music as part of a performance, for customer entertainment, or as part of the music rights on movies. Bowling alleys, churches, restaurants, department stores, hotels, and even funeral parlors have ASCAP and BMI licenses. Therefore, The use of Kewl, Inc. Video, Audio, Radio, DVD, CD and tape players requires the payment of a fee for the use of said equipment under ASCAP (American Society of Composers, Authors and Publishers), and BMI (Broadcast Music Incorporated) licenses, MPAA (Motion Picture Association of America) covered by Copyright and Other Intellectual Property Obligations. Ownership of almost all music and videos available today are protected by these organizations. The minimum fee for use of our audio and video equipment is ten dollars (\$10.00) per bus, per day. Chartering Party named herein, Pursuant to the Copyright Laws of the United States and other applicable laws, including all International Copyright laws, Treaties and Conventions, is obligated for these fees. Fees must be paid in advance of use. If your school or organization already has a US Copyright License, please provide a copy of that license for our file. **NO HOME-MADE** videos, copies, or videos with a rating of PG13 (with nudity or graphic sexual content), R, X, or NC-17 may be shown on our equipment. Showing of this content makes our driver and YOU subject to ARREST, FINE and IMPRISONMENT. No attachments to, or alteration of, video equipment may be made without prior written agreement. Broadcast radio can not be played on the motorcoach for entertainment of the passengers.
14. **Driver's lodging.** Customer is responsible for separate driver lodging for each driver, on all overnight trips unless noted in special instructions. Driver's Room -The group will be required to make reservations for your driver and pay for that room, at their own expense, separately from your charter price. Lodging shall be at the group's hotel if practicable, subject to Kewl, Inc.'s approval of facility for parking the Motorcoach overnight.
15. Food and drink are not permitted on Kewl Motorcoach Charters unless there is strict adherence to this policy. By acceptance of the contract terms, customer agrees to, and is bound by these terms. Alcohol consumption may require a **\$250.00 deposit or credit card guarantee** at the discretion of Kewl Tours & Charters. Chartering party and Group Leaders guarantee that the motorcoach, van or other vehicle will be released at the end of the charter in the same condition in which it was first received and will provide non-leaking, heavy duty trash bags for food and beverage containers and will arrange for proper disposal of trash at end of charter.
16. Ample space under the coach will accommodate coolers and arrangements can be made to make a stop for picnicking. For passenger safety, we prefer that food not be consumed while coach is in motion. Students and others under the age of 18, may NOT consume food on board without a signed Food & Beverage agreement. If coolers are required on the coach, they must be placed in a seat with non-leaking protection under it. Coolers may only be placed in passenger compartment after driver inspection for item condition and cleanliness. For safety reasons, no coolers may be placed in an aisle at any time.
17. We suggest you enjoy the following: Water, juice, or soda, in screw-top plastic bottles only! (drinks or bottles should never be placed in overhead compartments), Energy bars, granola or candy bars, Previously prepared sandwiches. The following is required and will be strictly enforced: NO GLASS containers of any kind. NO seed products, i.e. (sunflower, popcorn, peanuts, etc.), NO fried foods or chips. NO gum or Lollypops. NO dairy products. NO juice boxes.
18. For alcohol, a CASH deposit of \$250.00 or credit card guarantee may be required; customer agrees to provide payment for cleaning if the group is planning to consume alcohol. Self-induced illness from adult beverages or spills will be treated as a breach of this agreement. Interiors that must be shampooed could result in additional charges for damages that place the vehicle out of service for the following charters scheduled. If it becomes necessary to place a vehicle out of service for cleaning, the minimum hourly charge for that class of vehicle will

be charged for a minimum 15 hour day, in addition to cleaning charges.

19. Kewl reserves the right to refuse to transport a person or persons under the influence of alcohol or drugs, or whose conduct is such as to make him or her objectionable to other passengers or the safe operation of the vehicle.
20. For Security reasons all passengers, baggage and carry-on packages are subject to random search prior to boarding coach.
21. Should the occasion arise, the Chartering Party agrees to pay all reasonable costs of collection, including a collection agencies and / or attorney's fees of said amount of the outstanding balance in the event this account is submitted to an agency and / or attorney at law for collection. All past due charges are subject to late payment fees and interest of at least 1.5% per month for amounts over 30 days.
22. Kewl Tours & Charters uses an index-based fuel surcharge that is adjusted weekly. Changes to the surcharge will be effective the Tuesday prior to departure. The surcharge will be based on the National U.S. Average On-Highway-Diesel Fuel Prices reported by the U.S. Department of Energy, mid Atlantic region, for the most recent reporting period. A copy of the index is available to you upon request. This agreement is not valid unless a signed copy and the deposit has been received and the agreement is accepted by Kewl, Inc. This agreement is non-binding upon Kewl, Inc. until receipt of the final itinerary. Any additional changes will be computed and billed for changes made after service is confirmed. Miscellaneous Charges -All other charges (including tolls and parking) are the responsibility of the group. These terms shall be binding on client for all succeeding agreements.
23. Driver and Escort Gratuity. Pricing does not include a gratuity for Motorcoach operator or tour escort unless specifically detailed in the services. Industry standard is a recommended gratuity of \$3 per day per, person or 10%, whichever is higher.
24. Kewl, Inc. reserves the right to cancel any service at any time due to, but not limited to: Non-Payment, Weather, Safety, etc. Though we strive to supply only our own equipment, from time to time it is necessary to use sub-contracted equipment to fulfill our obligation to you. It will always be with equipment that meets our own quality requirements.
25. Kewl, Inc. reserves the right to add to or amend these terms and conditions prior to receiving a signed contract from client and its acceptance by Kewl, Inc. management. Any change in itinerary that is deemed unacceptable by Kewl, Inc. after the original agreement has been executed, or will cause modification of time and/or mileage, and the client does not accept price adjustments at prevailing rates, will be deemed a cancellation under item #12 above. Any amendments to the signed contract should be agreed upon by Kewl, Inc. and client in writing. Please notify our office of changes and receive a written change order.
26. Nothing of any nature may be attached to the exterior of any Kewl, Inc. motor vehicle without prior written consent of Kewl, Inc. Identification of coaches by number or organization name is authorized, but the media used and placement is subject to the driver's approval and is his/her decision is final. Media cannot obstruct or restrict the driver's view from ANY window. Advertising is subject to a media charge. Nothing may be attached to a Kewl Motorcoach without prior knowledge and consent of management. Signs and banners may not be attached to the exterior of coach without an advertising compensation agreement and strict insurance issues being addressed. Nothing may be put in the coach or on windows that restricts the driver's visibility or passenger access/egress.
27. Prices and availability of products and services are subject to change without notice. Errors will be corrected where discovered, and Kewl Tours & Charters reserves the right to revoke any stated offer and to correct any errors, inaccuracies or omissions including after an order has been submitted and whether or not the order has been confirmed and your credit card charged. If your credit card has already been charged for the purchase and your order is cancelled, Kewl Tours & Charters will issue a credit to your credit card account in the amount of the charge. Individual bank policies will dictate when this amount is credited to your account. If you are not fully satisfied with your purchase, you may cancel your reservation subject to the terms listed elsewhere in these Terms of Service and Policy Statements.