

704 Hickory Avenue  
New Orleans, LA 70123  
Telephone: (504) 846-9968  
Facsimile: (504) 846-9916  
info@vipschoolbus.com



**ViP SCHOOL BUS CHARTER AGREEMENT**

Name/First \_\_\_\_\_ Last \_\_\_\_\_

Home Phone \_\_\_\_\_ Mobile \_\_\_\_\_

Work Phone \_\_\_\_\_ Fax \_\_\_\_\_

E-mail Address \_\_\_\_\_

How did you hear about us? \_\_\_\_\_

Event \_\_\_\_\_

Date of Event \_\_\_\_\_ Number of Passengers (14 -16max): \_\_\_\_\_

Type of Event \_\_\_\_\_

Pick-up Time \_\_\_\_\_ Drop-off Time \_\_\_\_\_

Pick-up Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Destination Address \_\_\_\_\_

City \_\_\_\_\_ Zip \_\_\_\_\_

Number of Hours Promised \_\_\_\_\_ Rate per Hour \$ \_\_\_\_\_

\*\*\*\*THERE IS NO GUARANTEE THAT OVERTIME HOURS WILL BE AVAILABLE. PLEASE BE SURE THAT THE NUMBER OF HOURS SPECIFIED ON THE AGREEMENT WILL BE SUFFICIENT TIME FOR YOUR EVENT.\*\*\* ViP SCHOOL BUS is not affiliated with ViP Tours, Inc.

**TOTAL AGREEMENT PRICE \$ \_\_\_\_\_**

**Deposit Amount \$ \_\_\_\_\_**

**General Conditions:**

In order to secure equipment and other services, signed copies of your confirmation and booking conditions must be on file in our office with deposit and/or full payment. If your deposit and/or full payment is not received by the dates indicated, your confirmation will automatically be cancelled with no guarantee of subsequent equipment availability. You must be 18 years of age or older to make a reservation with ViP SCHOOL BUS. It is the Client's responsibility to collect a copy of the receipt/invoice directly from the driver by the end of the Charter. The Client assumes all financial obligation of payment with regard to incurred charges. The maximum passenger capacity of the ViP SCHOOL BUS is 14-16 persons. The copyright of all photographs is owned by ViP SCHOOL BUS and they may be used for advertising, display or for general promotion of ViP SCHOOL BUS either in print or on the web.

**Deposits and Final Payments:**

A 20% deposit or \$300 minimum (whichever is greater) is due within 10 days of confirmation for all business booked 45 days in advance of departure, or as otherwise specified. Final payment is due 30 days prior to departure. A 15% service fee per hour will be included in all charters and/or one way transfers. Full payment is due at time of booking for all charters booked within 30 days of departure and for charters amounting to \$300 or less. Payments are accepted by company or client check drawn only on a U.S. Bank Account, money order, VISA, MC, or AMEX. There will be a \$35 charge for all NSF checks. Include Charter number on check.

**Cancellation and Processing Fees:**

If cancellation occurs more than 30 days prior to scheduled departure, no cancellation fee applies/If cancellation occurs within 30 days prior to departure, 100% of the trip charge will be assessed; unless, in the sole discretion of ViP SCHOOL BUS, all or a portion of the trip charge is refunded for good cause shown.

**Time of Service/Extending Service:**

The "Pick-up Time" indicated on this Agreement refers to the time the Charter will arrive to pick up passengers at the location specified by the Client. Charges will begin at this time, regardless whether Client is then prepared to board the Bus.

Service is confirmed for the agreed time only. Extension of service during Charter is subject to availability, must be approved in advance, and may require credit card payment. If the Charter extends 10 minutes beyond the allotted time, a charge of \$72.50 will be assessed for each half-hour or portion thereof thereafter, contingent upon availability.

**Expenses During Event:**

Client will pay all parking fees, tolls, and out-of-pocket expenses incurred during the event, to be collected by driver at the conclusion of the Event.

**Driver Gratuity:**

ViP SCHOOL BUS recommends 15% gratuity as a tip for the driver. The driver is here to serve you and your group; therefore, if you feel your driver has met and exceeded your needs, you may tip in excess of 15%.

**ADA Lift Equipment:**

We seek to the extent feasible to accommodate the needs of all passengers so they are able to enjoy our Bus. However, Clients needing wheelchair accessibility or other special assistance must make ViP SCHOOL BUS fully aware of any special medical, physical or other requirements you may have in advance. ViP SCHOOL BUS will attempt, within reason, to accommodate such requests.

In limited situations where an individual with a disability would be unable to satisfy certain specified safety and other criteria, even when provided with appropriate auxiliary aides and services, we will not permit the person to travel unless they are able to make alternative arrangements that would enable them to meet such criteria.

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Initials

**Damage to the Bus and Equipment:**

**\*\*SMOKING IS STRICTLY PROHIBITED AT ALL TIMES ON THE ViP SCHOOL BUS**

The chartering party assumes all responsibility for any damage to the Bus caused by any passenger. Client is responsible for all damage to the Bus, including cleaning costs as the result of vomit, spillage, excessive trash, burns or physical damage. There is a minimum cleaning charge of \$250.00 for the Bus; actual charges may be higher and are the responsibility of the Client.

**Limits of Liability:**

ViP SCHOOL BUS is not responsible for any items left onboard the Bus, stowed items, traffic conditions, mechanical failures or conditions due to war or acts of God. Our liability for any adverse circumstances that are within our control is limited to the actual amount paid for the Charter and ViP SCHOOL BUS is not liable for any losses that may be incurred by the Client for services they may have secured through other vendors.

**Intoxicants:**

Use of any illegal or controlled substance is prohibited on the Bus. Consumption of alcohol by minors is prohibited. Violation of these rules will result in the termination of the Charter and no refund shall be due. Further, the driver and/or ViP SCHOOL BUS reserves the right to notify appropriate authorities of such occurrences.

**Airport Transfers:**

Your group is responsible for notifying us of any flight changes. Services may be rescheduled based on availability. Additional charges may apply.

**Warranty:**

ViP SCHOOL BUS warrants that the Bus has undergone regular maintenance and is in good, clean condition. The foregoing warranty does not warrant that the Bus will be free from unforeseen mechanical defects.

**Hold Harmless:**

Client agrees to hold the driver and ViP SCHOOL BUS harmless for any and all negligence or gross negligence in the maintenance and operation of the Charter Bus. Client agrees to indemnify the driver and ViP SCHOOL BUS for any and all costs and attorney fees incurred in the defense of any claim made against them arising out of or in connection with the Charter of the Bus. Client further specifically agrees to indemnify and hold harmless the driver, ViP SCHOOL BUS, or any of its employees or agents for any claim asserted by any passenger arising from the Event, and will further cause and require passengers to conform to the terms of this Agreement.

**Breach of Agreement, Attorney Fees and Dispute Forum:**

If the customer shall breach this Agreement, ViP SCHOOL BUS shall be entitled to terminate service under this Agreement immediately and be entitled to attorney's fees, the costs of collection and costs incurred in any lawsuits arising out of or in connection with said breach. This Agreement and the rights of the parties shall be construed in accordance with the laws of the State of Louisiana, and any action or proceeding brought in connection with or arising out of this Agreement or the Charter of the ViP SCHOOL BUS shall be venue exclusively in the 24th Judicial District Court for the Parish of Jefferson, State of Louisiana.

**Severability:**

If any provisions of this Agreement are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

**Cancellation Due to Hurricane:**

If the Charter origination, or the Charter destination, or any portion of the Event is within the Three Day "Cone of Warning" of hurricane strike probability, as issued by the National Hurricane Center, both ViP SCHOOL BUS and Client have the right to cancel transportation services. Services scheduled within 72 hours prior to expect landfall through 48 hours after landfall may be cancelled with no penalty and Client will receive their choice of full credit or refund. In the event of an extended public emergency or advisory against travel, as declared by local or Federal authorities, charters unable to be serviced will be credited or refunded, less a \$50 administrative fee. If there is no public emergency following a hurricane, to the extent practical, ViP SCHOOL BUS plans to resume scheduled service 48 hours after landfall and normal cancellation policies will apply thereafter.

**Additional Terms/Services:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Acknowledgment:**

I/we acknowledge that the obligation of ViP SCHOOL BUS is limited to the safe transportation of its passengers to the desired destination. I/we agree to remain within the Bus at all times while in motion and may exit when the driver has parked in an area he/she has deemed safe. I understand that I am responsible for my own and the actions of my guests and damages that may occur. No person shall do anything to interfere with the safe operation of the Bus, or the safety of the driver, or other passengers. The driver reserves the right to expel anyone not adhering to these guidelines. I/we understand that smoking is not permitted in the ViP SCHOOL BUS and in the event that there is excessive liquid spillage (alcohol, mixers, beverages, and bio hazard waste) or damage to the Bus, there will be a minimum clean up fee of \$250 charged to the Client's credit card. Should the driver believe that a passenger is a danger to him/herself, others, the safe operation of the Bus, or has committed an illegal act while in the Bus, ViP SCHOOL BUS reserves the right among other appropriate remedies to: refuse admittance to any one or more passengers or immediately terminate service to any one or more passengers. If for any reason the ViP SCHOOL BUS may have mechanical trouble, ViP SCHOOL BUS agrees to make up any lost time at the end of the run or at a later date. I/we agree that I/we shall not be entitled to any refund of any amounts paid to ViP SCHOOL BUS arising out of any limitation or termination of service caused by the actions of any passenger. I/we agree to adhere to all conditions set forth in this Agreement.

**I HAVE READ, UNDERSTAND, AND AGREE TO COMPLY WITH THE TERMS AND CONDITIONS OF THIS AGREEMENT. ALL PAGES OF THE CONFIRMATION AND BOOKING CONDITIONS MUST BE SIGNED AND RETURNED TO CONFIRM BOOKING.**

x \_\_\_\_\_ ORGANIZATION  
PRINT NAME HERE  
  
x \_\_\_\_\_ DATE  
CLIENT SIGNATURE  
  
x \_\_\_\_\_ DATE  
ViP SCHOOL BUS

**IF PAYING WITH CREDIT CARD - CREDIT CARD AUTHORIZATION:**

By signing below I agree to pay all charges that I have authorized, and I understand the payment, cancellation and extension of service policies that apply to the above reservation. I hereby authorize ViP SCHOOL BUS to charge my credit card (Circle one: VISA / MC / AMEX) # \_\_\_\_\_  
Expiration date \_\_\_\_\_ Security Code \_\_\_\_\_ Amount of Charge: \$ \_\_\_\_\_  
Signature of Cardholder: \_\_\_\_\_  
Name as it appears on credit card \_\_\_\_\_  
Billing Address \_\_\_\_\_  
City \_\_\_\_\_ ST \_\_\_\_\_ Zip \_\_\_\_\_

Please fax a copy of the front and back of your credit card to (504) 846-9916 for New Orleans.

IF SENDING CHECK BY MAIL, PLEASE REMIT TO (address): ViP SCHOOL BUS  
704 Hickory Avenue  
New Orleans, LA 70123

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Initials