

**DATTCO, INC.**  
**BUS CHARTER TERMS AND CONDITIONS**

These Bus Charter Terms and Conditions ("Terms and Conditions") represent specific agreements and understandings between the customer identified on the front side of this form ("you" or the "Customer") and DATTCO, Inc. ("we" or "DATTCO") which will apply to bus charters purchased by Customer from DATTCO from time to time (each, a "Charter"). Purchases hereunder may be made on Customer's standard purchase order form ("Purchase Order") but any terms and conditions set forth on any Purchase Order that are in addition to or are inconsistent with these Terms and Conditions shall be deemed stricken from the Purchase Order and shall be of no force or effect. These Terms and Conditions shall apply to any Purchase Order whether or not these Terms and Conditions are expressly referenced therein. These Terms and Conditions, the face page of this document, and any DATTCO Quotation shall constitute the entire agreement between DATTCO and Customer with respect to the Charter(s).

**Please read the following and sign and date the front side before returning, to confirm your Charter.**

**REVIEW THE INFORMATION.** Please review the information on the front of this document for accuracy. If there are any errors, or you would like to make any changes, please notify the DATTCO charter department immediately.

**ITINERARY:** To ensure adequate driver preparation, the Customer must provide to DATTCO at least 14 days prior to departure a detailed itinerary listing all stops with adequate addresses and anticipated timing. The vehicle operator will be furnished with a copy of this itinerary and will be specifically instructed to follow it. The operator does not have the authority to deviate from the itinerary. Any change(s) to the itinerary must receive prior approval from an authorized DATTCO official. DATTCO has the absolute discretion and right to agree or decline to make any requested changes. Any changes to the itinerary may result in additional charges. Federal law regulates driver hours of service. DATTCO will not compromise your safety by violating the legal limits, which are as follows:

- 1) No more than 15 hours on duty in any 24 hour period
- 2) Of this 15 hours, no more than 10 hours may be actual driving hours
- 3) After 15 hours on duty, the driver must have 9 consecutive hours off duty

If your itinerary has excess driving requirements, pre-arrangements for additional drivers must be made. If (i) the Customer's intended itinerary or schedule or (ii) delays due to weather, traffic, or other conditions would cause a driver to violate any such law or regulation, DATTCO shall be responsible for providing a suitable relief driver. All costs and expenses associated with any and all relief drivers shall be paid to DATTCO by the Customer. While DATTCO shall exercise its commercially reasonable efforts to minimize unplanned delays, the Customer shall be solely responsible for any costs or charges incurred by it as a result of such delay. DATTCO cannot and does not guarantee arrival at the destination or any stop at any specific time and is not responsible for any inconvenience, damages, costs or expense resulting from delays. The Customer acknowledges that situations beyond the control of DATTCO (fires, storm conditions, floods, hurricanes, snow or ice delays, strikes, showdowns, unruly or disruptive passengers, medical emergencies, accidents, acts of God, traffic delays, road conditions, weather-related closures, security-related closures, construction, accident, detours, etc.) may result in the inability of DATTCO to strictly adhere to all time schedules.

Passengers are responsible for carrying necessary documentation to satisfy customs and immigration regulations of any and all countries visited during the course of your entire trip. DATTCO is not responsible for any delay or expense associated with insufficient documentation. Please note that a passport is required for travel to/from Canada.

DATTCO shall utilize its commercially reasonable efforts to provide the Charter services in accordance with these Terms and Conditions. In the event that DATTCO is unable to provide the requested transportation, DATTCO shall utilize its commercially reasonable efforts to secure the requested transportation from a third party provided, however, that DATTCO shall have no liability or responsibility for any acts, omissions, or misconduct of such third party.

**CHARGES:** The price indicated on the face of this document is based on the specific service requested and described at the time of the request and must be paid in U.S. funds. It is understood and agreed that additional miles, hours, or expenses will be paid for at specific rates by the Customer, details of which can be determined by calling the DATTCO charter department. Charges reflect laws regulating driver's hours of service and all highway tolls anticipated, based on the itinerary submitted. Parking, entrance fees and other miscellaneous expenses may or may not be included as detailed on the front of this confirmation. On trips in which the Customer is securing overnight accommodations, it is the Customer's responsibility to reserve and pay for a single and separate room for each driver. Should fuel prices increase, we reserve the right to adjust the price accordingly with a fuel surcharge.

**DEPOSIT:** Unless otherwise arranged and indicated on the face page of this document, the deposit amount outlined on the face page of this document must be received by the date specified or the Charter is subject to automatic cancellation by DATTCO.

**FINAL PAYMENT:** Final balance is due from the Customer fourteen (14) days prior to departure. DATTCO may, at its sole discretion, extend credit to individuals and organizations that have completed a formal credit application. In the event that payment is not received within the stated terms, the unpaid balance shall bear interest at a rate per annum equal to the lesser of twelve percent (12%), or the highest lawful rate from the due date until paid in full. If collection action becomes necessary, the Customer shall pay all costs of collection. The Customer shall pay to DATTCO a \$50 fee on any and each returned check. Future bookings are subject to cancellation due to non-payment of previous trips.

**CANCELLATION POLICY:** Any request to cancel a Charter must be received by DATTCO fourteen (14) days prior to the scheduled departure date. If notice of cancellation is received by DATTCO less than fourteen (14) days prior to the scheduled departure date, DATTCO shall be entitled to retain the amount of the deposit as liquidated damages. If notice of cancellation is received less than three (3) days prior to the scheduled departure date, the Customer shall pay to DATTCO fifty percent (50%) of the contracted prices for the cancelled Charter(s) as liquidated damages. If notice of cancellation is received less than two (2) hours prior to DATTCO's vehicle being dispatched to the point of origin, the Customer shall pay to DATTCO one hundred percent (100%) of the contracted prices for the cancelled Charter(s) as liquidated damages. DATTCO reserves the right to cancel any trip prior to departure and make a full refund if, in our opinion, the safe passage could be compromised due to acts of nature, inclement weather, authority of law, terrorism, war, accidents, road conditions, mechanical failures, work stoppages or weather.

**EQUIPMENT:** The Customer is contracting for the use of equipment only. In the event of a mechanical failure of the vehicle, substitute equipment or transportation will be secured as soon as possible. Amenities on the vehicle, such as washroom, Wi-Fi, television, radio, cassette tape player, CD player, video and/or DVD player, refrigerator, microwave, etc. are optional equipment and are offered for the use of our customers free of charge; therefore no adjustments in the charges will be made if this equipment experiences a mechanical failure. From time to time, DATTCO may provide a vehicle with a seating capacity larger than requested at no additional charge, unless the number of passengers traveling exceeds the originally requested vehicle size. DATTCO reserves the right to lease or charter equipment from one or more third parties to provide the Charter(s).

**BAGGAGE:** The Customer shall not permit any of its group members to bring weapons, fireworks, explosives, illegal drugs, or any hazardous materials on any DATTCO vehicle. Passenger's baggage is limited to 70 pounds per bag and in a total quantity that can be conveniently stored in the vehicle. **DATTCO will exercise reasonable care, but is not responsible for any loss or damage to, or theft of, parcels, baggage, or any other personal property carried on or in its vehicles, or left behind by any passenger.** Each passenger shall be responsible for their own personal property and baggage. No ski boots, golf shoes or other sport shoes with cleats shall be worn onboard any vehicle. Passengers are requested not to lean skis, sports equipment or other luggage against the vehicle. DATTCO is not responsible for, and the vehicle operator has no authority to accept, the risk of loss for any items left on the vehicle at any stop or at the conclusion of the trip. Each passenger will place his or her baggage in a safe manner, or shall request that it be safely stored by the vehicle operator or other employee of DATTCO. DATTCO shall not be liable for any injuries to a passenger or passengers caused by or resulting from the falling or shifting of baggage not placed or stored by the operator of the vehicle or some other agent of DATTCO. No member of the Customer's group shall open or close the exterior baggage compartments on the vehicle.

**CONDUCT OF THE CUSTOMER:** Smoking is strictly prohibited aboard DATTCO vehicles. The consumption of alcoholic beverages on board the vehicle must be approved in writing by DATTCO prior to departure and will be subject to additional security deposits. No kegs or glass containers will be allowed on board any DATTCO vehicle. It is recommended that all beverages be stored in re-closable plastic containers to prevent spillage. Food and beverage consumption on board our vehicles is a privilege granted by DATTCO and will be revoked if warranted. DATTCO has the absolute discretion and right to agree to or decline any request. The Customer assumes full liability for any damage to the vehicle due to the activity of the passengers for anything other than normal wear and tear. Any additional charges incurred by DATTCO to repair or clean the vehicle due to activities of the passengers for other than normal wear and tear will be the full responsibility of the Customer. The cost to repair any damage caused by the Customer to the vehicle will be billed to the Customer by DATTCO if it is in excess of the security/cleaning deposit. If the vehicle is returned in acceptable condition, the security/cleaning deposit will be promptly returned to the Customer.

Each passenger shall select the seat which he or she is to occupy during the trip for which the vehicle has been chartered or shall be assigned to such a seat by the operator of the vehicle or group leader, and shall remain in such seat at all times when the vehicle is in motion. DATTCO shall not be liable for any injuries sustained by any passenger or passengers who shall fail, neglect or refuse to comply with this policy. No passenger shall open any emergency or service door except in the event of an emergency and only while the vehicle is not in motion. It is the group leader's responsibility to ensure that all passengers are onboard prior to departing each stop. During the operation of the vehicle, DATTCO and its drivers shall observe and use commercially reasonable efforts to enforce a "no standee" policy. All bus passengers shall be instructed to be seated in their own seat during bus operations. Buses shall not operate beyond stated seating capacity levels. In the event of disruptive or unruly passengers, the bus driver may, in his or her discretion, stop the bus and contact Customer officials or the police. In no event shall DATTCO or any of its drivers or other personnel be responsible for the conduct or other behavior of any vehicle passengers. The Customer shall work with DATTCO to suspend bus riding privileges for any passenger who exhibits unruly or disruptive behavior while riding any bus. The Customer shall reasonably cooperate with DATTCO and its drivers from time to time in order to support the smooth operation of the Charter.

**COPYRIGHT & OTHER INTELLECTUAL PROPERTY OBLIGATIONS:** DATTCO does not provide media of any type for use on board our vehicles. No license to play copyrighted music or video productions is provided by DATTCO. Any licenses, fees, or other grants and permissions necessary for playing copyrighted material is the sole responsibility of the Customer. To the extent that DATTCO is required to make arrangements and/or payments for any such licenses or fees as a result of the Customer's failure to meet copyright obligations, it shall be the Customer's responsibility to promptly reimburse DATTCO or pay for all costs of such payments.

**EXCUSABLE DELAY:** Each of DATTCO and the Customer shall be excused for any failure or delay in the performance of its obligations hereunder due to acts of God or the public enemy, acts of terrorism, compliance in good faith with any governmental regulation or order whether or not it proves to be valid, fires, floods, riots, strikes, labor disputes, freight embargoes or transportation delays, shortage of labor, inability to secure fuel, material, supplies, equipment or power at reasonable prices or on account of shortages thereof, unusually severe weather or any other cause beyond its reasonable control.

**INDEMNIFICATION:** Each of DATTCO and the Customer (each, an "Indemnifying Party") agrees to indemnify, defend and hold harmless the other party and its directors, officers, agents and employees (collectively, the "Indemnified Parties") from and against any and all liability, damages, losses, claims, accidents, costs, and expenses, including reasonable attorneys' fees, caused by the (i) negligent acts or omissions of the Indemnifying Party or its employees or personnel or (ii) breach by the Indemnifying Party of any of its obligations under these Terms and Conditions. The Indemnifying Party shall indemnify, defend and hold harmless the Indemnified Parties from the above-referenced claims except for the percentage of such claims that are caused by the negligence or willful misconduct of any of the Indemnified Parties.

**NO CONSEQUENTIAL DAMAGES:** IN NO EVENT SHALL DATTCO OR THE CUSTOMER BE LIABLE FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL DAMAGES OR LOSSES OR LOSS OF PROFITS IN CONNECTION WITH DATTCO'S OR THE CUSTOMER'S OBLIGATIONS OR PERFORMANCE PURSUANT TO THESE TERMS AND CONDITIONS, WHETHER OR NOT RELATED TO WARRANTY OR OTHERWISE, WHETHER OR NOT FOUNDED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHERWISE, AND WHETHER OR NOT SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

**NO AGENCY:** DATTCO shall not be held or deemed in any way to be an agent of the Customer. It is the intention of the parties that the relationship between the Customer and DATTCO shall be solely that of independent contractors, and nothing contained herein shall be construed as creating any other relationship.

**GOVERNING LAW:** These Terms and Conditions shall be governed by and interpreted in accordance with the laws of the State of Connecticut without regard to application of its conflict of laws principles that would require the application of any other law.

**It shall be the responsibility of the group leader chartering the vehicle to notify all members of the Customer's party regarding the above rules of conduct required on DATCO vehicles.**