

August 6, 2010

United Coach Tours Terms and Conditions

Equipment: United Coach Tours (**UCT**) operates a fleet of 24 to 61 passenger deluxe motor coaches. All coaches are equipped with plush reclining seats, large picture windows with safety-tinted glass, A/C, P/A system, VCR or DVD, clean restrooms and spacious baggage bins. Additionally, **UCT** will not be held responsible for inoperable video/audio equipment. **UCT** reserves the right to substitute similar equipment from other charter bus companies when necessary. It is agreed and understood that the individuals, group and booking agent will be fully responsible for damages incurred to the vehicle caused by the group, any individual from the group, or any other party that the group is involved with in any way. All repairs made to the coach for damages incurred will be performed by the **UCT** maintenance department at the current outside shop rate, or by an agent selected by **UCT** to perform the needed repairs.

(a.) If for some reason beyond the control of The Company, a mechanical failure requires the replacement of Equipment, the replacement Equipment may be of a different type, size or age. (b.) Certain over-the-road motor coaches have video screens and player for passenger use. The Chartering Party is solely responsible for the provision of any and all content to be shown on any such equipment. (c.) The Company reserves the right to substitute other Equipment sufficient to accommodate the number of passengers specified in the Service Contract.

Booking Policy:

Orders can be placed over the phone, by fax (650) 873-2682 or by email (info@unitedcoachtours.com). Customers will receive a trip confirmation as acknowledgement of their order. If you have not received a confirmation within 4 days of placing the order, please contact our office immediately to be sure we received your request.

Payment Policy:

Full payment is due (2) weeks prior to the service date. For your convenience we accept cash, checks, VISA, or MasterCard. Original trip confirmations do not necessarily reflect actual charges. Customers will be billed for the amount of time the bus was booked regardless if the trip returns early. Any changes, additions, or deletions may change the cost of the trip. **UCT** will not be responsible for delays due to heavy traffic, accidents, or severe weather. Customers will be billed for any overtime incurred on the charter after the service is performed. **UCT** will not be held responsible for any losses other than the cost of the charter should an appointed time or event scheduled by the group be missed due to any fault of **UCT**. All legal fees incurred by **UCT** for contract collection are the responsibility of the chartering party and/or booking agent.

Cancellation Policy:

The Chartering Party must notify The Company of cancellation via fax, phone or email. There is no cancellation fee if the cancellation is made at least fourteen (14) days prior to the Date of Service. Cancellations are subject to a cancellation fee calculated as a percentage of the total cost of Transportation Services under the Service Contract based on the number of days prior to the Date of Service that The Company receives notification thereof:

8 to 13 days: 30 % cancellation fee

4 to 7 days: 50 % cancellation fee

0 to 3 days: 100% cancellation fee.

ADDITIONAL CHARGES:

When, at the request of the Chartering Party, any change in service resulting additional miles or hours to that specified on the charter service order produced, an additional charge shall be made for such additional service. Where alcohol is involved, an alcohol deposit may be required. Alcohol and other security deposits are subject to vary. Tolls, highway fees, parking fees, etc. will be separate and additional elements in the determination of any additional charges. Company will notify the Chartering Party of any additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Chartering Party.

BAGGAGE:

The Chartering Party assumes full responsibility for the suitability and integrity of any baggage, parcels or other property intended to be transported in the baggage compartment of the Equipment. The Company shall not be held liable for damages to baggage and parcels, or the contents carried therein. Baggage and all other personal property will be handled only at passengers' own risk. Passengers' baggage shall be carried subject to the available accommodations provided by interior and/or exterior racks.

Please Initial & date _____

OBJECTIONABLE PERSON:

Company 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.

CONDUCT OF PASSENGERS:

Passengers shall not obstruct with the Operator in the discharge of his/her duty or tamper with any apparatus or appliance on the bus.

Arrival Times

The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. The Operators are pre-selected and have instructions to drive at all times in compliance to all governing laws. Unusual road, traffic and weather conditions are beyond the control of UCT and the Operator, and delays occasioned by same will not be the responsibility of Company or the Operator. Late arrivals due to these and other occurrences out of the control of the Operator are not grounds for cancellation of the charter.

LIMITATION OF LIABILITY

UCT SHALL NOT BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT THE COMPANY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE SINGLE BUS CHARTER FEE FOR THE DAY IN QUESTION.

Refund Policy:

Cancellations made within (3) working days of service date are subject to being charged the full rate of the charter. Allow 15 to 30 days for Refund Transaction period.

Gratuities:

15% is customary for good service.

Driver Room:

Group and/or booking agent are responsible for securing and paying for the driver’s lodging on any overnight charter, or mileage service if the driver runs out of hours. (1) room per driver. Room must be within (5) miles of where the group is staying. Additional charges may apply if the driver’s room is further than (5) miles away. Rooms must be of average quality, include private restroom, and are subject to the approval of UCT.

Vandalism and Damage:

Vandalism and Damage to UCT's proprietary equipment is subject to full reimbursement by the customer if the customer is found at fault.

Cleaning Deposit:

A cleaning deposit of \$150.00 will be required on any charter service where food/beverage will be served on the vehicle. This deposit may be held on any major credit card and will not be billed unless the vehicle requires anything more than normal cleaning upon return. It is the chartering party’s responsibility to notify UCT in advance that there will be food/beverage brought on board the coach and to find out what is acceptable/not acceptable. No glass containers or kegs are allowed on the coach at any time. No ice chests, trash cans, or other objects may be placed in the aisle while the coach is in motion. All drinks must be placed in a regular ice chest that does not leak and placed in a seat that has been properly protected. The space taken up by the ice chest must be figured into the total passenger count. There is no smoking allowed on any UCT vehicle at any time.

UNUSUAL CLEANING:

In the event that the charter trip's activities require greater than normal amount of time and material necessary to clean bus properly upon its return to garage, Company at its option, may require additional cost to cover such additional time and materials.

UNFORSEEABLE EVENTS:

The Company shall not be liable for any failure or delay in performing their obligations under the Service Contract, and shall

Please Initial & date _____

not be deemed in breach of its obligations there under, if such failure or delay is due to Acts of God, natural disasters, national, state or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of The Company.

ADA / SPAB NOTICE:

Any group that requires an ADA accessible or SPAB Certified bus & driver is requested to inform the Company prior to the time of reservation.

PROHIBITED ITEMS: The following items and activities are prohibited without consent of UCT: (i.) Decorations; (ii.) (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 bus. (viii) There will be a \$150 cleanup fee for vomit on the bus. (viii).

ALCOHOL: Alcoholic Beverages are allowed with a refundable \$150 CLEANING DEPOSIT fee. If there is vomiting on the bus or general messy circumstances, the fee will be applied.

PRICES SUBJECT TO CHANGE:

All prices quoted in the confirmation are subject to change under the circumstances described (a.) If the price of diesel fuel increases by more than twenty percent (20%) between the date of the confirmation and the date of the charter, Company may charge a fuel surcharge; (b.) If there is a change in the federal, state or local laws or regulations or market conditions between the date of the confirmation the charter that (i.) Require material modifications be made to the motor coach chartered under the confirmation prior to the date of the charter; (ii.) Cause UCT to incur material additional or increased expenses in providing the charter services; (c) If due to market conditions or order discrepancies the estimated cost of the trip is higher than the initial estimate.

Lost and Found: UCT is not responsible for any lost items. The chartering party should check for any items left on the vehicle before exiting. If UCT finds an item at conclusion of trip, client is responsible for cost of shipping to return item (if applicable). **Emergency Contact Information:** A UCT representative is available (24) hours/day for emergencies by calling 415-816-1833. Our office hours are 9:00am to 6:00pm Monday through Friday. The office is closed for lunch 12pm to 1pm daily.

I have read and understand these Terms and Conditions.

Name:

Company:

Date:

Please Initial & date _____