



Burlington Trailways
P.O. Box 531
West Burlington, IA 52655
Tel: 319-753-2864, Option 3
Fax: 319-753-2916

Charter Terms and Conditions

Charters Booked 30 or Less Days Prior to Departure Date

Thank you for choosing Burlington Trailways for your charter needs. This agreement will supersede any other agreement between Burlington Trailways ("Company") and you ("Customer"). Should any conflicting sections arise, language within this document will prevail. This document, in conjunction with a charter Acceptance Form signed by the Customer, will constitute a legally binding contract; any change in the stated itinerary and/or contract price will not be binding upon the Company unless it is evidenced by another document in writing executed by a duly authorized representative of the Company.

The total contract price stated on the Acceptance Form is based upon the specific service requested by the Customer. Please read this contract document carefully.

Booking and Payment: Please sign and return the Acceptance Form as soon as possible. Payment in full must be received within 5 business days of reservation and prior to trip departure. Payments can be made via cash, credit card (4% transaction fee), or ACH transfer. Checks will be accepted if presented 7 or more days prior to departure. If paying by check less than 7 days prior to departure, a certified check is required.

Unless prior arrangements are agreed upon in writing by both parties, the Company reserves the right to cancel the agreement if payment is not received accordingly.

Changes: After a signed Acceptance Form has been received by the Company, if the Customer wants to make any changes to the final itinerary, the Customer must contact the Company immediately. Changes requested less than 14 days prior to charter departure are not guaranteed. If the Company agrees to the revisions to the final itinerary and the itinerary changes result in either an increase or decrease in the stated contract price, a new Acceptance Form will be sent.

The Company driver/host will be instructed to abide by the final itinerary, unless otherwise advised by the Company. Therefore, if after your trip commences, any member of the chartering party wants to make any change to the agreed itinerary, they must notify the driver at once and the driver will contact the Company. The Company shall have the absolute discretion and right to either agree, or decline, to make any requested changes. If the Company agrees to any requested change, any additional mileage or expenses incurred by the Company may be billed at prevailing rates at the completion of the charter.

Baggage and all other property will be handled only at the passenger's own risk and only in an amount that can conveniently be carried in the motorcoach. Any damage to the vehicles, caused by the Customer, will be charged by the Company to the Customer.

Due to circumstances beyond the Company's control, the Company may substitute equipment. The Company reserves the right to lease/charter equipment from other companies in order to fulfill this agreement.

Cancellation:

If a charter trip is cancelled, the following fees will apply. (Day of departure = day 0, % = percentage of the total trip cost) Day 0-4 = 100%, Day 5-14 = 75%, Day 15-29 = 50%. Regardless of when the charter trip is cancelled, the customer remains responsible for any costs incurred by the company.

The Company charter department can be contacted during business hours Monday—Friday, 8:30 am to 4:00 pm, excluding holidays. Voicemails left for the Company charter department are not considered sufficient contact; you must speak to a



Charter Terms and Conditions

Charters Booked 30 or Less Days Prior to Departure Date

Company representative. If emailing a cancellation request, you must receive a reply back from the Company charter department confirming the cancellation in order for the email to be considered sufficient notification. The Company has a 24/7 dispatch office; if outside charter business hours or if you cannot reach the charter department, please call 319-753-2864 x118. You must speak to a live representative at this extension.

Safety: The Customer agrees to respect the Company's professional motorcoach operator's decision regarding suspension of travel due to road conditions, equipment, and safety. If it is, in the opinion of the Company, inadvisable to operate motorcoaches either from the "Place of Origin" or any point en route, the Company shall not be liable; therefore, the Company shall not be responsible for expenses including, but not limited to, meals and accommodations incurred by the Customer when circumstances outside of the Company's control occur. Please be aware that motorcoaches cannot fit/maneuver in all places that are accessible by car. It is the Customer's responsibility to work with the Company charter department prior to departure to ensure all desired routes and/or stops are accessible by motorcoach. Motorcoaches should not travel on dirt roads, grass, etc. Any last-minute changes that are requested can be denied based upon condition of route and maneuverability of location. Weather, crowds, etc. can also affect the maneuverability of a location and should be researched as thoroughly as possible ahead of time.

Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have a minimum of 8 complete hours of undisturbed rest before coming back on duty.

Food and Beverage: With the exception of sunflower seeds, food and non-alcoholic drinks are allowed on the motorcoach. All food and beverages must be in non-breakable containers.

Alcohol: Alcohol is not allowed on the motorcoach unless prior arrangements are made with the Company and a \$200 security deposit has been paid. This fee is added if there will be any alcohol on board the motorcoach and/or if passengers will be consuming alcohol at venues (weddings, ball games, wineries, breweries, etc.) and have the potential of bringing alcohol on board or getting motion sickness. The security deposit will be refunded as long as there are no damages or extra cleaning required upon return.

Tobacco: The use of e-cigarettes and all tobacco products is strictly prohibited while on any Company motorcoach.

Prohibited Items: With the exception of the U.S. Military or on-duty law enforcement, the items listed on the following web link are prohibited: https://burlingtontrailways.com/wp-content/uploads/2021/05/Prohibited-Items_Website-List.pdf

Personal Property: The Company shall not be liable for the loss of any items of personal property, or baggage, stored in either the overhead racks, inside the motorcoach, or the luggage compartments underneath the motorcoach. Your attention is specifically directed to the fact that the storage compartments located in the under portions of the motorcoach may not lock. Therefore, each member of the group shall be responsible for his/her own personal property and baggage if they choose to leave it on the motorcoach. Each person is responsible to make sure all of their personal property and baggage are accounted for at the end of each travel day and completion of the trip.

Amenities: When available, the Company deluxe motorcoaches may come equipped with: DVD player, PA system, restroom, reclining seats, armrests, footrests, individual light and air control, air conditioning, tray tables, in-seat audio, 110V outlets, satellite TV, XM radio, WiFi, and seatbelts.

Agent: The Company acts only as an agent for the various independent suppliers that provide hotel accommodations, sightseeing, activities, or other services connected with this charter. Such services are subject to the terms and conditions of those suppliers. The Company and their respective employees, agents, representatives, and assigns accept no liability whatsoever for any injury, damage, loss, accident, delay, or any other incident which may be caused by the negligence, defect, default of any company or person in performing these services. All fines or fees imposed upon the Company due to the behavior and/or actions of participants within the Customer's party will be the sole and full responsibility of the Customer.



Charter Terms and Conditions

Charters Booked 30 or Less Days Prior to Departure Date

Environmental Fee: This fee is to help recover the ever-increasing costs associated with current government regulations in order to remain environmentally responsible.

Fuel Surcharge: If the average cost of Low Sulfur Diesel for the Midwest (www.eia.gov/petroleum/gasdiesel) is between \$3.249 and \$4.250 per gallon, a fuel charge of 1% for every \$0.10 per gallon will be added to your trip total. If the average cost of Low Sulfur Diesel for the Midwest exceeds \$4.249 per gallon, a fuel charge of 1% for every \$0.20 per gallon will be added to your trip total. The sum of your fuel surcharge will be finalized the week of trip departure and is applicable to the total trip cost. ***Please budget this possible increase into the cost of your trip.***

Post-Trip Fee: The Customer will be invoiced upon trip return for fuel surcharge amount, any costs incurred due to en route itinerary changes, any damage beyond normal wear and tear caused to the motorcoach and any other items not paid prior to the trip. The invoice must be paid in full within 30 days of issuance. When an invoice is past due, a late fee of 1.5% per month is added to the total due until total amount is paid. Past due invoices may prevent future reservations.

Liability: If an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, bad conditions of the road, snow storms, and other conditions beyond its control, make it, in the opinion of the Company, inadvisable to operate either from the "Place of Origin" or any point en route, the Company shall not be liable therefore. The Company shall not be liable for additional expenses incurred by the Customer.

Severability: This Agreement shall be deemed severable, and the invalidity or unenforceability of any term or provision hereof shall not affect the validity or enforceability of this Agreement or of any other term or provision hereof. Furthermore, in lieu of any such invalid or unenforceable term or provision, the parties hereto intend that there shall be added as a part of this Agreement a provision as similar in terms to such invalid or unenforceable provision as may be possible and be valid and enforceable.

This contract shall be deemed to have been made in the State of Iowa, performed at least in part herein, and its enforcement and interpretation shall be subject to its laws.

Itineraries and signed Acceptance Forms can also be sent via fax to: 319-753-2916. A fax is not deemed received until the Customer receives receipt confirmation from the Company.

Inclement Weather:

In the event of inclement weather,* the following procedures will be put into effect for the Company and the Customer:

1. The Company will monitor the weather situation as it develops. If the Company determines the weather conditions are unsafe for travel, it reserves the right to cancel any and all scheduled charters at any time. The Customer will receive a refund for the trip; at no time will the Company be responsible for additional costs incurred by the Customer.
2. When foreseeable weather conditions warrant concern, the Company will contact the Customer to discuss the best plan of action.
3. If the Company determines that weather conditions are unsafe for travel while en route during the charter and delays driving, the Customer will be responsible for any costs, such as meals and accommodations, that the delay in travel causes.
4. The Customer must provide a phone number that is answered 24 hours a day to Company.

*Inclement weather refers to conditions that create hazardous roadways that prevent the safe travel of the motorcoach.