

Motor-Coach & Tour Agreement

Booking a trip with Blue Ridge Tours:

Tour Pricing based on Motor-coach Transportation: Your trip price is based on a minimum number of paying participants. If the minimum number of participants is not reached then. The trip price and/or contents will have to be adjusted; to help manage these changes you should contact us immediately when you know your minimum participant level will not be met. Your trip price is guaranteed if you make your payments on time in accordance with your payment schedule

Tour Proposal: The proposal indicates the details included in your trip price such as the type of transportation, the accommodation, the number meals, the activities, etc. This means all cost are established based on a minimum number of paying participants. Once the proposal is signed, BRT can take necessary actions needed to reserve and confirm your preferred dates.

You will see on the proposal that the per-person cost is on a sliding scale, dependent upon the number of *paying participants* you have per motor-coach Each motor-coach represents certain fixed overhead costs, which include driver, fuel, bus, parking permits, overnight room accommodations for driver(s), and Tour Director(s), tips and gratuities and liability insurance. The best per person price is achieved by filling up each motor-coach (54 per bus), thus spreading around the *fixed costs* to as many people possible. If your numbers exceed 54, and are not divisible by 50, (minus the (3) Complimentary Teachers/School Staff and (1) Tour Director, we would divide your total number of passengers by the number of buses you need to find how many passengers you would have per bus, thus finding out what *paying category* your group falls into on the proposal. **For example, if you were to have 70 to 80 total paying participants , requiring 2/55 passenger Motor-coaches with 106 seats available, that would put you with 36 to 40 empty seats, which is more expensive than the 45 to 50 paying participants per motor-coach because you have the same fixed overhead prices spread amongst fewer travelers. Ultimately, you have to pay the same amount for each motor-coach, no matter if there are 5 or 55 people on them.**

Contract & Payment Schedule: Once we receive your signed tour proposal, we will send you a contract and payment schedule reflecting the details and pricing of your signed proposal. Your initial deposit due date will be indicated on your payment schedule. As soon as your first deposit is received, BRT will make all the necessary reservations to ensure that your dates and itinerary details comply with your requests.

The following three (3) bullet points illustrate why it is important to have Blue Ridge Tours be the contracting party:

- Our quotation to you will include all necessary and essential arrangements for the bus and driver, including any needed relief drivers, overnight accommodations for the driver(s), overnight parking, permits, toll fees, etc.
- Group will be covered under Liability Insurance.
- When Blue Ridge Tours is the contracting party, our Tour Directors and staff can work most efficiently and effectively with drivers. Our requests/instructions have much more clout if we are the party paying the bills. Our ability to negotiate with the transportation company regarding unsatisfactory service, faulty or unacceptable equipment, changes in routing or itinerary, or quick repair or replacement of equipment is vital to the smooth operation of any field trip.

Cancellations – If the signed or emailed confirmation and payments are not received by the due dates on the confirmation, your charter is subject to cancellation without notice. All **Cancellations** must be received **45 days prior** to the departure to insure a full refund minus the **\$25.00 Tour Participation Fee**

Tour cancellation Policy: Individual cancellation: Your trip deposit is not refundable unless otherwise agreed in writing. Other than the deposit, if you cancel your trip (entire group or individual), the following fees apply:

More than 45 days prior to departure: A full refund will be given *minus \$25.00 Tour Participant Fee*
44 - 31 days prior departure: 75 % of total tour price will be refunded***Cancellations received 30 days to date of departure, cannot be refunded**
Non-recoverable payments made to suppliers will be added to cancellation fees.

PAYMENTS: A deposit of \$100.00 per coach, per charter is due at the time of booking unless prior arrangements have been made. Full payment is due 30 days prior to departure. Motor-Coach is non-refundable

Tour Participate Fee of \$25.00. The Tour Participant Fee is non-refundable and required per participant to ensure their seat on a contracted trip and used to prevent travel cost from increasing. A person unable to attend the trip is encouraged to find a school approved replacement to avoid loss of monies. All trips are priced based on an estimated number of participant's. All students, parents and chaperones participating in the field trip are required to provide a non-refundable. Space is limited and reservations are on a first come first serve basis.

Itineraries & Bus List – It is **EXTREMELY important!** All **Motor-coach** companies require the Bus List **MUST** be sent via fax or email to motor-coach dispatcher 1 week prior to departure. By providing this ahead of time we can make sure our drivers are fully aware of what is required of them.

ITINERARY: Motor-coach Transportation Company & Driver will be furnished a copy of the itinerary, and he/she will be instructed to strictly follow it. The driver has no authority to make changes to the trip schedule without prior approval from carrier and contracted client.

All **Itineraries** are subject to review and approval by carrier prior to departure. **The Department of Transportation prohibits drivers** to be on duty for more than **15 hours per day**, 10 of which are driving hours. The **driver** must be given 8 consecutive hours off duty before returning to "on duty".

Driving overnight – In the interest of safety we have reduced the number of trips that we will book, which require the driver to drive through the night. Each trip with a late departure time will be vetted. At that time a determination will be made if we can book the trip. If for safety reasons a trip cannot be booked, we ask that clients consider adjusting their departure time.

Breakdowns – The **chartered motor-coach transportation company** reserves the right to lease equipment from other companies in order to fulfill this agreement. In case of mechanical breakdowns this equipment may be the same or as close to it that can be found available at that time. In case of mechanical breakdowns, for which we can assume no responsibility or liability. Blue Ridge Tours cannot guarantee the assignment of requested drivers or vehicles.

Miscellaneous information – Driver will only driver allotted DOT hours. Charters will be performed as ordered unless affected by safety, traffic, or weather conditions. Blue Ridge Tours will not be held liable for loss of time due to inclement weather. Blue Ridge Tours will not be responsible for reimbursement for missed ticketed events or hotel reservations due to any of the above reasons, or mechanical breakdowns.

MOTOR COACH EQUIPMENT AND ACCESSORIES: Accessories such as video equipment, restrooms and stereos are for the use of the passengers and while the carrier will endeavor to maintain this equipment, the carrier will not guarantee its availability or operation at any point during the charter.

Some vehicles are equipped with DVD players and color monitors. Blue Ridge Tours does not provide movies for viewing you must bring your own. We will not be held responsible for any video/DVD or Wi-Fi equipment malfunctions.

USB & #110 Charging Stations – Some motor-coaches have USB & / or #110 charging stations on them and some do not. Of the motor-coaches that do have them, some are at every seat and some of them are clustered in charging stations at a few of the seats throughout the coach. The #110 charging stations not at every seat are in stations of 2-4 plugs per unit. Depending on the model of coach some have a unit at the first and last seat on the driver's side. Other models have them at the first seat, one in the middle of the coach, and one at the last seat in the rear on one side. We do **not guarantee** all USB or #110 charging stations will work properly 100% of the time.

Wi-Fi – Some of the motor-coaches are equipped with complementary Wi-Fi. Due to bandwidth constrictions many streaming websites are blocks. We are not responsible and will not be held liable for what passengers on the vehicles browse online. We do not guarantee Wi-Fi will work properly 100% of the time.

Rooming list is due to Blue Ridge Tours 45 days prior to your trip. It is extremely important that we receive your rooming list 45 days prior to departure. This finalizes your hotel reservation.

Accommodations: Price is based on 4 paying participants per room (two beds)

Teachers/Staff accommodations are based on double occupancy (2 per room) (two beds)

****We cannot guarantee connecting rooms for groups****

Disclaimer of Liability

LIABILITY: Blue Ridge Tours, Inc. acts merely as an agent for vendors in selling travel-related services, or in accepting reservations or bookings for services that are not directly supplied by this travel agency (such as ground transportation, hotel accommodations, meals, tours, etc.). This agency, therefore, shall not be responsible for breach of contract of any intentional or careless actions or omissions on part of such vendors, which could result in any loss, damage, delay, or injury to you or your travel companions or group members.

Blue Ridge Tours, Inc. shall not be responsible for any injuries, damages, or losses caused to any traveler in connection with terrorist activities, social or labor unrest, mechanical or construction failures or difficulties, diseases, local laws, climatic conditions, criminal acts or abnormal conditions or developments, or any other actions, omissions, or conditions outside of its control.

Blue Ridge Tours does not guaranty to arrive or depart from any point at a specific time, but will endeavor to maintain the schedule submitted by its agent, employee or the customer. If any act of God, public enemies, authority of law, quarantine, perils of the schedule, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, poor conditions of the road due to storms, construction or other reason beyond the carriers control make it in the opinion of the carrier or its employees inadvisable to operate that charters vehicle either from the "Place of Origin" or to any other point on the rote. Additionally the carrier shall not be responsible for any damages that result from the cancellation or delay.

Terms and Conditions:

Services will become null and void due to incidents including but not limited to natural calamity or disasters, unruly weather conditions, civil unrest, suspension of services rendered by transportation / accommodation facilities, governmental orders, terrorist threats, or other circumstances beyond the company's control. Blue Ridge Tours, Inc. reserves the right to take necessary measures when safe, smooth tour operation in accordance with the itinerary is deemed impossible, or when there is valid reason to believe that the tour cannot continue. In such cases, Blue Ridge Tours, Inc. must explain in a timely manner its inability to function according to the bus confirmation.

It is essential that you check with Blue Ridge Tours, Inc. for any changes or variations to the information shown above. By signing below, you agree to the terms of the deposit and refund exchanges.

I, the undersigned, do hereby agree to all policies outlined above.

X _____
Group Leader

Date

X _____
Representative of Blue Ridge Tours, Inc.

Date

Please complete this form and return to our office.