



*A Ray Land Productions Company*

# CHARTER TERMS & CONDITIONS

It's our goal to provide our guests with the finest motorcoach experience possible. Below you'll find our charter terms, please review them and let us know if we can answer any questions you may have. We appreciate your business and look forward to serving your group.

**CONTRACT ACCEPTANCE** – A written quotation does not guarantee availability. To reserve a vehicle, a charter contract must be issued by Fabulous, signed by client and returned by due date on contract. Please double check accuracy of charter details and make corrections as required before returning. A new contract must be issued and accepted by signature each time a change in price is made.

**CONFIRMATION** – Charters must be confirmed 7 days before departure by your account executive. This includes confirming final pickup / drop-off locations, times, and vehicle requirements. If you will be unavailable by phone or email before travel, please contact us 7 days prior to confirm your charter. Please be prepared to provide the name and cell phone number of the primary onboard contact during trip. Confirmation ensures accurate scheduling and allows us time to prepare for your charter with final details.

**PAYMENT** – Standard deposit is 25% of charter total and due two weeks after booking or as otherwise stated on charter contract. Complete prepayment is due in full 5 days before departure unless credit terms have been established. Included in your initial quotation is a 3% discount for payment by cash or check. If paying by Visa, MasterCard, American Express, or Discover Card please add 3% to charter total. Returned check fee is \$40. Please issue check from one source (not separately for each passenger). Please remit to: A Ray Land Productions Company, Post Office Box 214, Branford, Florida 32008 FEIN: 20-1235562

**CANCELLATION** – (days before departure)

- > 60 days Full Refund
- 59-30 days Balance Refund, Deposit Credit
- 29-7 days Balance Refund, Deposit Forfeit
- 6-2 days Balance Credit, Deposit Forfeit
- 4-0 hours No Refund

**PRICING** – Prices prepared less than six months prior to departure shall stand as final. In rare cases, prices prepared more than six months before departure may be subject to adjustment due to changes in operational costs (ie. fuel, insurance, etc.). In this case, six months prior to departure client will be presented with revised prices and may choose to cancel at no penalty for complete refund.

**SCHOOL BOARD APPROVAL** – Listed as "A Ray Land Productions Company DBA Fabulous Coach Lines" we comply with most Florida counties vendor and Jessica Lunsford requirements. If you have difficulty finding our certification with your county, please contact an account executive for resolution.

**INSURANCE & W-9** – We are proud to carry \$10 million liability insurance, \$1 million general liability, and \$1 million workers compensation coverage to protect our guests, employees and the public. Contact your account executive to request an insurance certificate or our corporation's W-9.

**ITINERARY** – A complete and accurate final itinerary is due at least 7 days prior to departure. Failure to submit final itineraries 7 days prior to departure may result in deficiencies in service for your group and/or adjustments to charter price. Final itinerary should include exact physical addresses and phone numbers for each stop, as well as all times (unless otherwise marked, times are assumed to be Eastern EST).

**OVERTIME/MILEAGE/WAITING CHARGES** – Pricing is calculated per final itinerary, deviations from itinerary in mileage, schedule or waiting time may result in additional charges. Idling time (while group waits aboard coach) shall be billed at \$50/hour, and over contract service shall be billed at the greater of \$3.75/mile or \$115/hour. Contracting entity is responsible to pay over contract charges within 14 day terms.

**DRIVER RESTRICTIONS** – By law, drivers may not drive more than 10 hours during any 15 hours on duty without an 8 hour off duty period. During off duty periods the coach shall not be occupied by passengers. If itinerary requires more than one driver, additional drivers may be employed onboard or exchanged en route for an additional charge.

**LOCAL DRIVERS** – Fabulous drivers are prepared to travel all across North America and are equipped with maps and navigation systems to do so. However, they may not always be expert local drivers. We are pleased to provide expert local drivers and/or guides by request for an additional charge. Please ask your account executive for more information.

**DRIVER LODGING** – Customarily, chartering party is responsible for individual hotel rooms for drivers on overnight trips. Overnight accommodations should be made at same hotel as charter party if possible (with motorcoach parking). Operational hotel rooms (used during driver exchanges) are the responsibility of Fabulous. If circumstances do not make it feasible for chartering party to handle driver hotel rooms, Fabulous may provide them for an additional charge to client.

**GRATUITY** – Customary gratuity ranges from \$1 to \$2 per person, per day. Gratuities were not included in charter price, unless other arrangements were made. Gratuity should be paid in check or cash directly to coach operator or escort. By request, we can add gratuity on to charter total and will be passed in full to the coach operator or escort for your charter.

**PARKING, TOLLS & CITY PERMITS** – Traditionally, parking, tolls, and city permits are not included in charter quotations. We will be happy to include these items by request. Unless included on contract, we assume these items will be paid on site by charter party representative.

**SEATING** – Motorcoaches are outfitted to carry up to the exact number of guests detailed on your contract (not including babies in laps). Overloading coaches will not be permitted at any time. Car seats may be used onboard but are not required. To secure car seats to coach seats, a nylon-type strap must be used and provided by guest.

**FOOD & DRINKS** – Onboard food & beverage should be kept to a minimum at all times. All drinks must have lids and snacks must be dry-type (ie. pretzels, pop corn). Absolutely no sticky, messy, greasy or gummy foods (ie. ice cream, fried chicken, lasagna). Complete group meals should always be finished outside of the coach, never onboard meals.

**LUGGAGE** – Fabulous coaches have capacity for each passenger to carry one or two regular size suitcases and one small carry-on type bag. Additional baggage may be accommodated by hiring a luggage truck for chartering party. Fabulous drivers will gladly assist guests with loading and unloading luggage, however they are not luggage handlers. If your group requires complete luggage service or would like to hire a luggage truck, please contact your account executive.

**SMOKING & ALCOHOL** – At no time is smoking of any type permitted aboard Fabulous coaches. A stop can be made as requested by group leader at any time for smoking. Minimum smoking fee is \$150. Alcohol is permitted onboard for a fee (\$75/day) and must be consumed responsibly. Please ask account executive for alcohol guidelines.

**DAMAGE & CLEANING FEES** – Damages to coaches inflicted by charter party will be billed at book repair value to contracting entity. Excessive cleaning required by irregular use of coach interiors will be billed up to \$250 per vehicle cleaned. Contracting entity is responsible to pay damage tariffs within 14 day terms. For a full list of damage & cleaning tariffs, please contact your account executive.

**LOST ITEMS** – Please do not leave personal items onboard coach at any time, Fabulous is not responsible for lost or stolen personal items. It is the responsibility of the group leader to perform a final coach check through at last drop-off. As a courtesy to guests, Fabulous logs and stores lost and found items and will be happy to ship them for \$10/regular mail or \$30/next day delivery.

**SPECIAL REQUESTS** – We will always do everything within our power to accommodate the requests of the chartering party. In some cases, special requests for specific coaches, specific drivers, onboard amenities, and special routing may not be possible. There are no guarantees or refunds for inability to meet special requests.

**FINE PRINT** – Should either party employ an attorney to enforce any provision of this contract, the prevailing party shall be entitled to collection from the other party of a reasonable attorney's fee for her or its attorneys, together with reasonable costs. It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida. In the event of any litigation arising out of or related to this Agreement, the parties stipulate and agree that the proper venue for any such litigation shall be the county or circuit court in and for Suwannee County, Florida, Third Judicial Circuit. The parties further agree, for themselves and for their heirs, representatives and assigns, to waive any right or entitlement under any rule, statute or constitutional provision, to trial by jury in order to minimize the expense and costs of any litigation.