

## BAILEY LEASING INC. DBA BAILEY COACH TERMS & CONDITIONS Bailey Leasing Inc. will be referred to as Bailey Coach

## Terms & Conditions for ALL reservations made with Bailey Coach

Liability: Bailey Coach will make every effort to maintain the travel schedule you have requested. However, we will not knowingly violate the laws and we are not responsible for any delays including, but not limited to delays caused by acts of nature, authority of law, accidents, breakdowns, road conditions, or work stoppage and we cannot guarantee any arrival or departure time. Bailey Coach is not responsible for any items left, lost or damaged on the coach. Bailey Coach assumes no responsibility or liability for such personal baggage, and or property transported by it.

Seating and Safety: Are top priority to both you and Bailey Coach. We ask that all passengers always remain seated and wear a seat belt (when applicable). The total number of passengers cannot exceed seating capacity of the vehicle. Charter groups must provide adequate supervision and discipline. For your SAFETY your drivers must devote their full attention to driving. Safety regulations always require that the center aisle of the coach be kept clear. Beverage/food coolers should be stored in the rear of the vehicle or in the luggage bays/trunk. Car seats for children/infants are required if the Bailey Coach vehicle type is a sedan, van or SUV and must be provided & installed by the client.

Equipment: The performance described in the confirmation is subject to our providing the equipment and service. In case of mechanical problems or causes of the equipment not being available, the carrier reserves the right to substitute equipment to perform the service with no additional cost to the charter party.

Fuel costs: Rates are based on current fuel prices and a fuel surcharge may apply with or without notice.

Smoking: The company policy prohibits smoking, vaping or use of tobacco products on the coach at any time. Rest stops are normally made every few hours to allow for passenger comfort and convenience, including smoking. Prior to your trip, please let a Bailey Coach reservation agent know if you wish to have rest stops for smoker and how frequently such stops should be scheduled.

Damage to the vehicle: The cost of any/all damages to the vehicle caused by the client will be charged back to the client.

Rates: Rates quoted are based on information provided by the client prior to the trip. Any unscheduled additional stops that add to the overall trip time/mileage will be billed to the client upon completion of the trip. Van, Sedan, & SUV reservations will be billed with a minimum ½ hour charge of \$35. Motorcoach trips will be billed with a minimum 1 hour charge of \$125.

Payments: A payment due date will be provided to the client on a per trip basis. Some trips require deposits and a signed acceptance.

Delinquent Accounts: An account is considered delinquents after 30 days from completion of service. Delinquent accounts are subject to late penalties. Interest will be charged at a rate of 5% or \$10 (whichever is greater) per month or on any unpaid balance. Any legal or court fees associated with the collection on a delinquent account are the responsibility of the client.

## Additional Terms & Conditions specific ONLY to motorcoach services:

The Department of Transportation Bureau of Motor Carrier Safety has adopted certain regulations for the protection and safety of the charter, customer and driver. Drivers are limited to : (1) 15 consecutive hours on duty in any one day (including ½ hour of driver preparation); (2) of this 15 hours, a maximum of 10 hours may be actual driving hours; (3) if upon reaching a destination the driver's total or drive hours have been used, the driver must have a minimum of eight (8) hours off before local service may be performed or to begin an extended period driving. Drivers must comply with the charter orders and no deviations are permitted without office approval. If you trip includes excess driving or on-duty time over permitted limits, with adequate notice we will provide additional drivers.

Amenities: on the coach such as WiFi, DVD player, PA systems, 110v outlets, and restroom, are provided as a service to our customer. Should specific amenity be unavailable or inoperable, Bailey Coach will not be liable for its availability or performance. The group may bring DVD's that are P.G. Rated.

For wheelchair/scooters – if this is a need, please specify when making your reservation so that a bus with a lift can be assigned to your trip. Drivers will utilize the coach lift to transport wheelchairs/scooters into the coach and properly stow them. Drivers are not permitted to handle any scooters/ wheelchairs and place in storage under the coach due to weight restrictions.

Alcohol charges: Trips, which include the use of alcoholic beverages in the passenger area of the coach, must be approved prior to departure, and are subject to an additional \$70.00 non-refundable service charge.