

S&S Coach Co.

Deluxe Charter Motorcoach Service

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Charter Contract

Contract Date: **04/13/11**

Charter No. : **10532**

CHARTER PARTY CONTRACT ADDENDUM

WHEREAS, on Contract Date: 04/13/11, S&S Coach Company (hereinafter referred to as S&S) and _____ (hereinafter referred to the Charter Party) entered into Charter No. : 10532 which Contract refers to and incorporates this Addendum, the parties hereby acknowledge and execute this Addendum to the Charter Party Contract.

The specific terms and conditions incorporated into said Charter Party Contract are as follows:

CHARGES AND PAYMENTS

1. Basic Use Charges for the trip(s) shall be paid in full ten (10) days prior to departure date. Additional fees and surcharges shall be due fifteen (15) days after departure. Any unpaid balance after fifteen (15) days from departure shall be considered credit and will be assessed a service charge of one and a half percent (1.5%) of the balance but no less than \$10.00. An additional service charge shall be assessed every thirty (30) days thereafter. Balances unpaid sixty (60) days after departure shall be assessed a collection charge of fifteen percent (15%) of the balance and continue to accrue service charges until payment in full is received.
2. "Basic use Charges", as set forth in the Charter party Contract, are based upon the following definition of "day rate":
"Day rate" is defined as a trip lasting no more than ten (10) hours, or alternatively, equal to or less than two hundred (200) miles round trip. Mileage in excess of twenty five (25) miles per day above the stated mileage, or hours in excess of the amount set forth above, will be billed at the prevailing rate. All hours and/or mileage calculations begin and end at S & S Coach Company in Lexington, Ohio.
3. A deposit of twenty percent (20%) of the total transportation charge shall be returned within thirty (30) days of contract date, with a signed copy of said contract.
4. In the event of cancellation by the Charter party prior to thirty (30) calendar days before departure date, S & S Coach Company shall issue a refund of the amount of the charter less any special pre-paid cost (Parking-Permits). Trips canceled by the Charter party thirty (30) calendar days or less prior to departure date shall forfeit 50% of the trip amount.
5. Any special permits or fees associated with any trip shall be in addition to the basic use charges, and the actual cost of same shall be paid by the Charter party, plus a fifteen percent (15%) acquisition fee.
6. Any overnight charges which result shall be paid by the Charter party, and may be in addition to the basic use charges.
7. Mileage charge may be in addition to the basic use charges, and shall be calculated, based upon round trip mileage, using Information Software, Inc.'s Prophecy Mileage program.
8. Payment by the Charter party is expected upon receipt of the final invoice, and Charter party hereby acknowledges notice of said terms.
9. Quoted charges may be subject to change due to fluctuating cost beyond our control.

PICKUP AND DELIVERY

1. Unless otherwise provided, the rates set forth in the Charter party contract include pickup of passengers from and delivery of passengers to any point in the continental United States.
2. In the event S & S shall be unable to make timely pickups and/or deliveries of passengers, or in the alternative, S & S determines to cancel this Charter party contract or any related Charter party contract(s), for any cause which may be beyond the direct or indirect control of S & S Coach Company, its principals, employees, agents and/or assigns, the Charter party hereby agrees that S & S Coach Company, its principals, employees, agents and/or assigns shall not be held liable for any loss and/or damage, including but not limited to loss, damage and/or profits, and any and all other loss and/or damage which might result from said inability or cancellation. Further, S&S Coach shall make any necessary arrangements for alternative transportation when deemed necessary at the sole discretion S&S corporate officers. Should the charter party make alternative arrangements, S&S Coach shall be released of any and all costs and/ or liability associated with those arrangements.

CLAIMS

1. The Charter party shall be responsible for any and all damage of any kind caused by the intentional, unintentional and/or negligent acts of any person(s) being transported, and the Charter party specifically agrees to indemnify, reimburse upon demand, and hold S & S Coach Company harmless for such damage.
2. Claims for the loss and/or damage to the personal property of passengers shall be made, presented and processed in accordance with the provisions set forth in Title 49, Section 1005 of the Code of Federal Regulations.

RULES AND REGULATIONS

1. The possession, use and/or consumption of tobacco products, alcoholic beverages and/or illicit drugs, pyrotechnics, firearms, illegal gambling devices, and/or any paraphernalia items, related to any of the foregoing items, on any vehicle owned and operated by S & S Coach Company is strictly prohibited. Wherefore, the Charter party expressly holds S & S Coach Company, its principals, employees, agents and/or assigns, harmless from any liability whatsoever, arising in any way from the possession, use, and/or consumption of any of the aforementioned items. Further, the Charter party expressly agrees to reimburse S & S Coach Company for any and all expenses, fines, costs, attorney fees and/or other monetary losses whatsoever, whether anticipated or unanticipated, arising in any way from the possession, use, and/or consumption of any of aforementioned items.
2. The unruliness of any passenger will not be tolerated. Passengers determined to be unruly, at the sole discretion of the driver, are subject to being discharged from the vehicle at the nearest populated location, and may be subject criminal prosecution.

MISCELLANEOUS

1. The terms and conditions herein, and in the Charter party contract, supersede any and all other prior agreements between the parties hereto; and no other agreements, statements, or promises relation to the subject matter of this Contract that are not contained herein shall be valid or binding.
2. The terms and conditions herein, and in the Charter party contract, supersede any purchase order which may, at the sole discretion S&S corporate officers, be accepted in lieu of the deposit or other payment terms contained herein.
3. This Charter party contract, nor any duties or obligations hereunder, shall be assignable without the prior written consent of S & S Coach Company.
4. If any of the terms, conditions or provisions herein, and/or in the Charter party contract, are determined by a court of competent jurisdiction to be illegal or unenforceable, then that term, condition or provision shall be stricken from this Addendum and/or said Charter party contract, and all other terms, conditions or provisions shall be fully enforceable by one party against the other.
5. Use of video or audio equipment: The charting party accepts any and all responsibility for the use of any video or audio playback equipment aboard the motorcoach used during this contract. Such responsibility shall include, but not limited to compliance with any copyright or public performance rights which may apply to the video or audio products used; and full restitution for any damages to such equipment resulting in the Chartering party's use thereof.
6. The Chartering party is responsible for notifying S & S Coach Company prior to the time of the charter contract of any special needs for disabled passenger accessibly during the period of service, covered by said contract. If so requested after this time; S & S Coach Company will obtain the accessible equipment based on availability at the charter parties' expense.
7. The validity of this addendum and/or the Charter party contract and any of the terms, conditions or provisions, as well as the rights and duties of the parties hereto, shall be governed by the laws of the State of Ohio. Further, the Charter party contract and this Addendum shall be domiciled in Richland County, Ohio for all intents and purposes.