



Printed On: September 16, at 5:01:16 PM
First Student - Madison Page 1 of 7
5501 Femrite Dr
Madison, WI, 53718
US
Phone: (608) 535-6350
After Hours Phone:

Notice of Trip		Customer	Order Date	Trip Date	Trip Number
		2718689	09/16/2024	11/02/2024	918206
Madison School and Community Recreation 328 E. Lakeside St. Madison WI 53715 ATTN: Ian Hannah		Event			
		MSCR--O'Keeffe to Elver Park			
		Comments			
Contact Name	Phone	P O / Contract	Prepay	Payment	Payment Due
Ian Hannah	(608) 204-3018		\$0.00		\$326.81

Bus #	Charter Date	Vehicle	Pick Up Location	Bus Via Stops	Destination	Charter
Bus 01 Part 01	11/02/2024	Big Bus	O'Keeffe Middle School - 510 South Thornton Avenue, Madison, WI 53703 Leave Time: 11/02/2024 7:30 AM	No Via Stops	Elver Park - 1250 McKenna Blvd., Madison, WI 53719	Confirmed

11/02/2024 7:30 AM Pick-up at O'Keeffe Middle School - 510 South Thornton Avenue, Madison, WI 53703

Destination Elver Park - 1250 McKenna Blvd., Madison, WI 53719
Return To Pick Up: 11/02/2024 11:15 AM

Thank you for booking with First Student. Please review your confirmation for accuracy.	Quote Amount:	\$326.81
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Detach and return this portion with your payment. Keep above portion for your records.



FIRSTstudent

Please make check or money order
payable to First Student Inc. and
return your payment to the address
provided.

Remit to : First Student Inc.
First Student,
Chicago, IL 60673

LOCATION NUMBER:	12811
CUSTOMER NUMBER:	2718689
TRIP NUMBER:	918206
AMOUNT DUE:	\$326.81

00000128110002718689000091820600000326810

Charter Service Terms and Conditions

First Student

USE OF OR PAYMENT FOR THE SERVICES SHALL BE DEEMED ACCEPTANCE OF THIS CONTRACT

These Terms and Conditions, including any addendums and documents referred to therein, along with the Notice of Trip Confirmation (collectively, the “**Contract**”) govern provision of the transportation services by First Student, Inc. (“**First Student**”) described in the attached Notice of Trip Confirmation (the “**Services**”). This Contract shall remain in effect for a period of one (1) year after the date it is signed by _____ (“**Customer**”).

1. SCOPE OF SERVICES:

Unless otherwise stated, transportation will be provided using a non-air conditioned, large conventional, yellow school bus. The driver will follow itinerary as shown in the Notice of Trip Confirmation. No changes to the scope of Services will be guaranteed unless provided in writing by First Student.

2. PAYMENT:

First Student requires payment at the time of booking, unless otherwise agreed in writing. First Student accepts only the following forms of payment: MasterCard, Visa, American Express, Cashier's Check, Money Order, ACH, or Check made payable to “First Student.” If Customer pays by check, the reservation will be confirmed upon receipt and clearance of the check. **Checks returned from a bank (insufficient funds, stop payment, etc.) will result in a (\$30.00) fee.** If payment is made by credit card, the transaction will be done by a third-party PCI compliant vendor.

3. NOTICE OF CANCELLATION:

Customer shall give First Student notice of cancellation not less than five (5) business days prior to the scheduled departure time to receive a full refund.

(a) **FAILURE TO GIVE SUCH NOTICE SHALL RESULT IN CHARGE OF A ONE HUNDRED AND FIFTY DOLLAR (\$150.00) CANCELLATION FEE FOR EACH BUS RESERVED.**

(b) **CANCELLATIONS OCCURRING 24 HOURS OR LESS FROM THE SCHEDULED ARRIVAL OF THE BUS WILL RESULT IN CANCELLATION FEES EQUAL TO THE FULL QUOTED TRIP PRICE.**

4. CHANGE FEES:

ANY CHANGES MADE TO AN EXISTING RESERVATION LESS THAN FIVE (5) BUSINESS DAYS WILL INCUR A (\$50.00) CHANGE FEE. CHANGES TO THE ITINERARY IN THE NOTICE OF TRIP CONFIRMATION ARE NOT GUARANTEED UNTIL CONFIRMATION IN WRITING BY FIRST STUDENT.

5. TAXES; ADDITIONAL CHARGES:

Customer shall be charged for and pay any and all taxes, including, but not limited to federal, state, local, goods and services taxes and airport taxes, if applicable (“**Taxes**”). Taxes are subject to change without notice to Customer. Prices include Taxes. Unless specified, prices do not include parking fees, tolls, or additional charges for (i) changes in the scope of Services that result in additional mileage or driver hours; (ii) unidentified permits or fees as required by venue or local jurisdictions; (iii) damage to equipment caused by passengers; (iv) extra cleaning of the equipment due to the nature of Services or the conduct of the passengers, or (v) Taxes in respect of such additional charges (collectively, the “**Additional Charges**”). Customer shall be charged for and pay any and all Additional Charges.

CUSTOMER AUTHORIZES FIRST STUDENT TO INVOICE ANY OF THE ABOVE REFERENCED ADDITIONAL CHARGES TO THE CREDIT CARD ON FILE OR OTHER MEANS OF PAYMENT USED BY CUSTOMER OR INVOICE THE CUSTOMER FOR SUCH ADDITIONAL CHARGES IF THE CUSTOMER HAS PAID BY CHECK.

6. FIRST STUDENT'S RESPONSIBILITIES:

- (a) To use appropriately trained personnel to perform the Services safely and in a professional manner subject to the terms and conditions of this Contract.
- (b) To issue a full refund to the Customer when the Services are cancelled by First Student.
- (c) To notify the Customer of any Taxes, parking fees, tolls and Additional Charges that have been incurred and assessed to Customer in connection with the Services.

7. CUSTOMER' S RESPONSIBILITIES:

- (a) To comply with all rules, regulations and instructions, including but not limited to the COVID-19 Guidance, of First Student relating to the Services and all applicable laws.
- (b) To promptly pay all Taxes, parking fees, tolls and Additional Charges incurred or assessed in connection with the Services.
- (c) To give notice of cancellation to First Student not less than five (5) business days prior to the scheduled departure time.
- (d) To sign a trip sheet upon the request of the driver when the Services have been completed.
- (e) Driver gratuities are not included and should be paid directly to driver at the time of Services.
- (f) Provide a primary point of contact for driver and other First Student personnel through duration of event.
- (g) Ensure all passengers conduct themselves in an orderly manner and leave the bus or other First Student vehicle in the pre-trip condition.
- (h) To indemnify, defend and hold harmless First Student from and against all claims, damages and expenses (including reasonable attorney' s fees) arising out of, or related to, the conduct, including but not limited to negligence, of the Customer or any passengers, during the performance of, or relating to, the Services provided by First Student pursuant to this Contract.

8. DISCLAIMER:

THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

9. LIMITATION OF LIABILITY:

IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF REVENUE OR PROFITS) OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FIRST STUDENT COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. FIRST STUDENT' S AGGREGATE LIABILITY SHALL NOT EXCEED FOR ANY REASON WHATSOEVER THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS CONTRACT.

10. FORCE MAJEURE:

First Student shall not be liable to Customer for any delays or non-performance resulting from mechanical failure, road, traffic or weather conditions, labor difficulties, or any other causes or circumstances beyond First Student' s control. All arrival and departure times are approximate and cannot be guaranteed.

11. PASSENGER CONDUCT:

First Student may refuse to transport the Customer or any of the passengers, or may remove any of the passengers from the bus or other First Student vehicle at any point, in the driver's sole discretion, for one or several reasons, including without limitation:

- (a) A passenger' s conduct is disorderly, abusive or violent;
- (b) A passenger appears to be intoxicated or under the influence of alcohol or drugs,
- (c) A passenger attempts to interfere with the driver or the operation of the bus or other First Student vehicle;
- (d) A passenger refuses to obey instructions from the driver;
- (e) A passenger engages in any action, voluntary or involuntary, that might jeopardize the safety of the bus or other First Student vehicle or any of the vehicle's occupants.

12. PROHIBITED ITEMS:

The following items and activities are prohibited at all times on a bus or other First Student vehicle unless you have received prior written permission from First Student: (a) smoking; (b) decorations; (c) glass containers or kegs; (d) alcohol, drugs or other intoxicating substances; (e) flammable materials; butane operated grills or other combustibles; (f) guns, knives or any other weapons; and (g) animals.

13. GOVERNING LAW:

The laws of the State of Ohio govern all matters, claims or causes of action (whether in contract or tort) arising out of this Contract, the transactions contemplated under this Contract, the actions or omissions of the parties arising from or related to this Contract, the rights and obligations of the parties under this Contract or the negotiation, execution or performance of this Contract without consideration of Ohio's conflicts of laws principles. The courts located in Hamilton County, Ohio shall have exclusive jurisdiction and venue over any suit or action against First Student arising out of or relating to this Contract. Customer hereby consents to the personal jurisdiction of such courts and waives any objections to such venue.

14. DISPUTE RESOLUTION:

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise under this Contract. Disputes that cannot be resolved by negotiation may be submitted to mediation using a mutually agreed upon mediator. If mediation is not successful, the parties may pursue their remedies as they choose.

15. ATTORNEY'S FEES:

The undersigned agrees that First Student shall be entitled to all attorney's fees and other costs associated with recouping any amounts owed under this Contract.

16. OPEN ALCOHOL CONTAINERS:

First Student will operate all charter trips in accordance with and limited by all governing state laws and regulations pertaining to open alcohol containers in vehicles. If governing state law permits open alcohol containers on buses or in any other First Student vehicles and Customer requests a charter with open alcohol containers and First Student grants permission for open alcohol containers on its buses or other First Student vehicles in accordance with paragraph 12 of this Contract, then all of the following shall apply:

- (a) Only adults of legal drinking age may consume alcohol on the bus.
- (b) Customer may be charged a non-refundable clean up fee, in addition to a refundable damage deposit. The damage deposit refund amount will be determined by the condition of the vehicle upon return. Dollar amount and details of the refundable damage deposit may vary by location; and will be communicated upon acceptance of agreement.
- (c) No kegs or glass containers are permitted under any circumstances.

As stated in paragraph 12 above, First Student reserves the right to refuse to permit open container alcohol on any bus or in any other First Student vehicle at any time.

17. SOCIAL DISTANCING:

In the event that there are applicable laws or regulations in existence at the time of the Services that require social distancing, such applicable laws or regulations may dictate a need to alter capacity allowances. Any such capacity changes may result in the need for additional buses, which may result in a change of price and will be subject to the availability of any additional buses. Customer acknowledges receiving First Student's social distancing guidance information (the "**COVID-19 Guidance**") referred to in Addendum A hereto.

18. MISCELLANEOUS:

THIS CONTRACT CONSTITUTES THE ENTIRE AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS CONTRACT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY SUPERSEDED BY THIS CONTRACT. THE PROVISIONS OF THIS CONTRACT MAY NOT BE EXPLAINED, SUPPLEMENTED OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE, COURSE OF PERFORMANCE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS CONTRACT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY NOR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS CONTRACT. THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS CONTRACT, OTHER THAN THOSE EXPRESSLY STATED IN THIS CONTRACT.

In the event of a conflict between the terms of the Contract and any other document or agreement between Customer and First Student, the terms and conditions of this Contract shall control. If any portion of this Contract is found to be void or unenforceable, the remaining portions of this Contract shall remain in full force and effect.

19. **WAIVERS:**

The parties may waive any provision in this Contract only in writing executed by the party or parties against whom the waiver is sought to be enforced. No failure or delay (i) in exercising any right or remedy, or (ii) in requiring the satisfaction of any condition, under this Contract, and no act, omission or course of dealing between the parties, operates as a waiver or estoppels of any right, remedy condition. A waiver made in writing on one occasion is effective only in that instance and only for the purpose stated. A waiver once given is not to be construed as a waiver on any future occasion or against any other Person.

20. **AMENDMENTS:**

The parties may not amend this Contract except by written agreement that each party executes and that is identified as an amendment to this Contract.

21. **NO JURY TRIALS:**

THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY AND ALL PROCEEDINGS RELATED TO OR ARISING FROM THIS CONTRACT, THE SERVICES THAT FIRST STUDENT PERFORMS PURSUANT TO THIS CONTRACT, THE PERFORMANCE OR NON-PERFORMANCE OF EITHER PARTY' S OBLIGATIONS UNDER THIS CONTRACT OR ANY OTHER MATTER ARISING FROM OR RELATED TO THIS CONTRACT.

22. **PERSONAL INFORMATION**

When the California Consumer Privacy Act ("**CCPA**") does not apply, First Student shall not use, retain, or disclose a consumer's Personal Information (as defined in applicable law) except to perform the services hereunder for Customer and/or for the following of First Student's own internal business purposes such as auditing related to a current interaction with the Customer and concurrent transactions, detecting security incidents, debugging to identify and repair errors, short-term, transient use, performing services on behalf of the Customer, undertaking internal research, or undertaking activities to verify or maintain the quality or safety of a service.

The following provision governs the responsibilities of the parties when the CCPA applies:

"CCPA" means the California Consumer Privacy Act and regulations implemented under it.

"Aggregate Consumer Information", "Business", "Business Purpose", "Collects", "Consumer", "Deidentified", "Personal Information" (PI) and "Service Provider" shall have the meanings given to such terms in the CCPA.

Customer PI Collected in the course of performing the Services is Customer's property, which Customer owns and controls. Contractor shall not retain, use, or disclose Customer PI for any purpose other than performing the Services for Customer as specified in the Agreement(s), unless for a reasonable Business Purpose related to the Services (e.g., fraud prevention, accident and personnel investigations, and security), or as otherwise required under applicable law or court order ("**Permitted Purposes**"). Customer authorizes and directs Contractor to retain, use and disclose Customer PI for the Permitted Purposes, but for no other purposes. It is understood and agreed that Contractor may itself independently Collect PI ancillary to the Services as a Business, as opposed to as a vendor (e.g., by managing our personnel and their conduct and activities), which data shall be Contractor's property, solely owned and controlled by Contractor, and Contractor shall be solely responsible for compliance with the CCPA and applicable laws regarding such data. In addition, Contractor is authorized as part of the Services to create Aggregate Consumer Information or Deidentified data from the Customer PI, which upon such creation shall no longer be Customer PI and shall be Contractor's property, solely owned and controlled by Contractor, and Contractor shall be solely responsible for compliance with applicable laws regarding such data; provided, however, that Contractor commits not to attribute you as the source of such data except to the extent required under applicable law or court order.

Contractor shall reasonably cooperate with Customer to assist Customer in meeting its obligations regarding Customer PI under the CCPA and other applicable laws, including, without limitation deleting specific Customer PI; provided, however, that if the cooperation requested would result in any material expense or expenditure of time or resources, Contractor shall be entitled to charge on a time and materials basis. In such case, Contractor shall first provide a cost estimate to Customer and the parties shall mutually agree upon the scope of assistance and the cost thereof.

CUSTOMER:

DATE:

**ADDENDUM A - TO TERMS AND CONDITIONS OF SERVICE
COVID-19 WAIVER AND RELEASE OF LIABILITY**

Please read thoroughly and carefully.

Customer, for itself, and on behalf of the passengers, acknowledges that the Novel Coronavirus/COVID-19 ("**COVID-19**"), is a worldwide pandemic, is extremely contagious, and is known to spread mainly through person-to-person contact. Customer, for itself and on behalf of the passengers, acknowledges that it is very difficult to know who may have COVID-19.

Customer, for itself, and on behalf of the passengers, desires to be transported by charter bus operated by First Student as set out in the Charter Service Terms and Conditions. Customer, for itself, and on behalf of the passengers, acknowledges doing so may expose the passengers to COVID-19. Customer, for itself, and on behalf of the passengers, acknowledges that while First Student has put in place measures to try to reduce the spread of COVID-19, those measures cannot and do not guarantee the passengers will not contract COVID-19. Customer, for itself, and on behalf of the passengers, acknowledges and understands that the risk of becoming exposed to and/or infected by COVID-19 may result from the actions, omissions, or negligence of passengers and others, including, but not limited to, First Student, staff, and other customers, their families and other passengers. Customer, for itself, and on behalf of the passengers, nonetheless voluntarily seeks the services provided by First Student and acknowledges that in doing so Customer, for itself, and on behalf of the passengers, could be increasing the risk of passengers' exposure to COVID-19.

Customer, for itself, and on behalf of the passengers, agrees and acknowledges at the time of booking the fare, the Customer was fully informed and understands First Student's COVID-19 Social Distancing Guidance to Passengers regarding social distancing ("**COVID-19 Guidance**"). Customer, for itself, and on behalf of the passengers, agrees and consents to abide by the COVID-19 Guidance.

Customer, for itself, and on behalf of the passengers, agrees and acknowledges First Student is not responsible or required to enforce whether passengers and others are adhering to social distancing guidance. Customer, for itself, and on behalf of the passengers, agrees and acknowledges First Student is not responsible or required to remove passengers or others from the charter bus who do not adhere to social distancing guidance.

BY ACCEPTING ANY AND ALL SERVICES FROM FIRST STUDENT, AND TO THE GREATEST EXTENT PERMITTED BY LAW, CUSTOMER, FOR ITSELF, AND ON BEHALF OF THE PASSENGERS, AGREES TO RELEASE, NOT TO SUE, AND HOLD HARMLESS FIRST STUDENT AND ITS RESPECTIVE OFFICERS, DIRECTORS, AFFILIATED ENTITIES, PARENT COMPANIES, SUBSIDIARIES, MANAGERS EMPLOYEES, AGENTS, INSURERS, AND CONTRACTORS (COLLECTIVELY "**THE COMPANY**") FROM AND AGAINST ANY AND ALL CAUSES OF ACTION, CLAIMS, COSTS, DEMANDS, LIABILITIES, COMPENSATION FOR DAMAGES, AND EXPENSES OF EVERY KIND (INCLUDING BUT NOT LIMITED TO TESTING, MONITORING, AND TREATMENT) THAT MAY BE CAUSED BY ANY ACT, OMISSIONS, OR NEGLIGENCE OF THE COMPANY, ITS EMPLOYEES, AGENTS, AND REPRESENTATIVES ARISING FROM OR IN ANY WAY IN CONNECTION WITH ANY SERVICES WE RECEIVED FROM THE COMPANY AND COVID-19. CUSTOMER, FOR ITSELF, AND ON BEHALF OF THE PASSENGERS, UNDERSTANDS THIS RELEASE DISCHARGES THE COMPANY FROM ALL CLAIMS THAT WE, OUR HEIRS, OR ANY PERSONAL REPRESENTATIVES MAY HAVE AGAINST THE COMPANY WITH RESPECT TO ANY INJURY, ILLNESS, DEATH, AND MEDICAL TREATMENT DUE TO OR RELATED TO COVID-19.

Customer, for itself and on behalf of the passengers, acknowledges and agrees that the Customer, for itself and on behalf of the passengers, has read the foregoing COVID-19 WAIVER AND RELEASE OF LIABILITY and understands the contents. Customer is at least eighteen (18) years old and is fully competent to give consent for itself, its passengers and/or on behalf of any minor children for whom the Customer and the passengers are parents or legal guardians. Customer, for itself and on behalf of the passengers, has been sufficiently informed of the risks involved with receiving Services from the Company and that Customer, for itself and on behalf of the passengers, gives its and/or its voluntary consent to this waiver as its and/or its own free act and deed with full intention to be bound by the same and free from any inducement or representation.