



Bus Charter Agreement

Thank you for choosing the Bored Whale Bus by Sterling Myers Studio for your upcoming trip. We are committed to providing you with the very best service possible and are sure that you will be pleased with the quality of our equipment and drivers. Sterling Myers Studio is licensed by the New Brunswick Energy and Utilities Board to operate a Charter service in New Brunswick and other jurisdictions, as such we carry all required liability insurances required by law.

The Itinerary confirmation you receive with this contract serves as our agreement for the transportation requirements shown on it. Please review the charter details on this confirmation to confirm our understanding of the services we will provide. We must receive your signed and dated copy of this Itinerary confirmation, in addition to the payments, by the due dates shown on it. Keep one copy for your files and return one signed copy with your payment. If you are submitting the document electronically please send a return email indicating that the charter details on the confirmation are correct to jordan@boredwhale.com

Typically confirmations require a 25% deposit of the total cost or \$200 per coach, whichever is greater. This is due at the time of booking. Final payment is due at least 7 days before departure, fuel surcharges are to be paid prior to departure.

Cost is based on the services detailed on the confirmation and is subject to change in accordance with your actual itinerary. An itinerary must be sent with deposit or final payment due date. Final price is determined by the actual final written itinerary. Additional use of the coach beyond the miles or hours stated on the confirmation may result in additional charges and will require a signature from the group leader.

Driver gratuity is not included in the charter prices. If it is not included in your charter price please consider tipping your driver in advance or at the conclusion of your trip. We can add driver gratuity directly to your contract charges upon request. If your contract does not include a tip, please consider tipping your driver. Standard gratuity is between 5% and 15% of the contract charges.

Itineraries - It is EXTREMELY important that you email Sterling Myers a FULL itinerary with times, location names, and addresses of each destination at least ONE FULL WEEK PRIOR TO YOUR DEPARTURE. Verbal itineraries are not acceptable. It MUST be in writing dropped off or by email. By providing this ahead of time we can make sure our drivers are fully aware of what is required of them.

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 to 6:00 a.m. or later.

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 made in writing, no exceptions. Cancellations must be received 30 days prior to the departure to insure a full refund. Charters cancelled 29 to 15 days prior to the departure date will be charged at a rate of \$100 per coach per charter day. Charters cancelled 14 to 8 days prior to the departure date will be charged at a rate of \$200 per coach per charter day. Charters cancelled 7 days to 24 hours prior to the departure date will be charged half of the total charter cost. Any charters cancelled at

the pick up or within 24 hours prior to the scheduled dispatch time from our garage will not receive a refund of any kind. If a trip is cancelled and rescheduled for a later date, there may be a cancellation fee. All cancellations fees are to the discretion of management.

Idling - Drivers are instructed not to have the bus idle unless necessary.

Lease Equipment & Breakdowns - Sterling Myers 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. Sterling Myers cannot guarantee the assignment of requested drivers or vehicles.

Miscellaneous Information - Driver will only drive allotted Public Safety hours. Charters will be performed as ordered unless affected by safety, traffic, or weather conditions. Sterling Myers will not be held liable for loss of time due to inclement weather. Sterling Myers will not be responsible for reimbursement for missed ticketed events or hotel reservations due to any of the above reasons, or mechanical breakdowns.

The booking client is responsible for the driver's hotel accommodations on overnight trips if applicable. Smoking and Vaping is prohibited on all coaches.

The chartering party is held responsible for any damage to the coach and will be charged accordingly for any damage done by them or their passengers.

Alcohol & Security Deposits - Absolutely no passengers under the age of 19 are permitted to consume alcoholic beverages while on the motor coach. Drivers are instructed to contact local authorities in the event that underage consumption is occurring. NO alcohol may not be brought on to vehicles for wedding charters by guests. The actual wedding party may be allowed to have alcohol on the vehicles prior to the reception. No alcohol may be brought on to the vehicles after the reception by the wedding party or any other guests. Non wedding clients wishing to have alcohol on a vehicle need to let the charter agent know when the trip is quoted or at the time it is booked. The request may or may not be granted. Only passengers over 19 may be permitted to have alcohol on the vehicles in cans or plastic containers in situations where it is permitted. No glass cups, glass bottles, jello shots, or kegs. A \$200 refundable security deposit is added to any wedding charter that provides guests shuttling or *any* non-wedding charter that wishes to have alcohol on the vehicle. The security deposit is not refunded if somebody gets sick on the coach, the vehicle is trashed, or something is broken. If something is broken in which the replacement cost exceeds \$200.00, then replacement cost will be charged to the chartering party for any damage done by them, or their party. Some security deposits are waived depending on the nature of the trip. If you are not sure please ask at the time of booking. All charged fees are at the discretion of management, are final, and not subject to arbitration. By paying *any* amount of the charter cost the chartering party agrees to this stipulation.

It is understood and agreed that the performance of the service detailed in this order is subject to tariff regulations.

Animals - No animals will be permitted on the vehicles unless they are service animals with proper identification.

Baggage & All Other Property - Will be handled only at the passenger's own risk and only in the amount that can conveniently be carried in the chartered bus. Sterling Myers will not be held liable for any lost or damaged items brought on to or underneath *any* of the vehicles.

Fuel Surcharge - Sterling Myers reserves the right to charge up to an additional 10% of the total charter cost to cover an increase in the cost of fuel due to sudden price shocks in the market. You will be notified in the event this surcharge is required prior to departure. Please budget appropriately.

Driver Coercion - Clients or anyone in a chartering party are prohibited from inducing a driver to operate a commercial motor vehicle under conditions which would require him or her to violate any of the applicable operating regulations.

Arbitration, Mediation & Dispute Resolution - In the event of a dispute in which arbitration is required the chartering party will be responsible for all fees including that of Sterling Myers. If a chartering party utilizes our transportation services and does not pay the bill due for services rendered, Sterling Myers reserves the right to take that party to court or arbitration to recoup Sterling Myers costs. If Sterling Myers has to go to court or arbitration, against the chartering party, to have payment remitted, the chartering party agrees to pay all legal fees of their own and Sterling Myers. In the event the chartering party is found liable and is ordered to pay Sterling Myers, the decision will be binding and final. Furthermore, the chartering party waives their right to appeal the decision. If a client / chartering party or any passenger on a Sterling Myers vehicle is involved in an accident in which Sterling Myers is not deemed liable for, the chartering party and any

passenger on a Sterling Myers vehicle agrees to waive their right to sue or hold liable for any reason Sterling Myers.

Outstanding Balances - In the event that a charter is performed by Sterling Myers and the chartering party defaults on payment or does not pay the final balance within 60 days, Sterling Myers reserves the right to charge the chartering party's credit card for any outstanding balance. In addition the chartering party waives their right to dispute any charge to their charge card for an outstanding balance. If Sterling Myers has to go to court or arbitration, against the chartering party, to have payment remitted, the chartering party agrees to pay all legal fees of their own and Sterling Myers. In the event the chartering party is found liable and is ordered to pay Sterling Myers, the decision will be binding and final. Furthermore the chartering party waives their right to appeal the decision.

In case of an emergency or urgent changes during non-business hours please call 506-625-4360. Our office is open Monday through Friday from 09.00 - 17.00 E.S.T. By paying any amount of any charter or by utilizing our services, the chartering party acknowledges that they understand and agree to the general terms and conditions listed in this agreement.

Current Sterling Myers Covid-19 Safety Precautions

ALL passengers must follow Provincial guidelines re proof of Vaccination in place at time of travel.

- Limiting the number of passengers per bus when possible to one person per seat or one person every other seat. This is not a requirement but is recommended.
- Seats on buses may be blocked off and clearly marked to make sure passengers maintain proper distance, 6 feet, if possible. This is not a requirement but is recommended.
- Requiring all drivers to follow mask mandates.
- It is required that all passengers wear masks, except children under the age of two or those who are medically unable to wear a face mask unless otherwise provincially mandated.
- Hand sanitizer is placed on the coach at the entrance and restroom.
- Buses are thoroughly cleaned and sanitized after each trip, using state-of-the-art cleaning products.
- During charters all high touch areas are sanitized to prevent the spread of Covid-19
- To minimize the spread of Covid-19 restrooms are not *in* use at this time unless there is an emergency. The drivers will stop at rest areas upon request.

Waiver Of Liability.- The novel coronavirus, COVID-19, has been declared a worldwide pandemic by the World Health Organization. COVID-19 is reported to be contagious. The state of medical knowledge is evolving, but the virus is believed to spread from person-to-person contact and possibly by contact with contaminated surfaces and objects or *in* the *air*. People reportedly can be infected and show no symptoms and therefore spread the disease. The exact methods of spread and contraction are unknown, and there is no known treatment, cure, for COVID-19. Evidence has shown that COVID-19 can cause serious and potentially life threatening illness and even death.

Sterling Myers cannot prevent you [or your child(ren)] from becoming exposed to, contracting, or spreading COVID-19 while *utilizing* Sterling Myers's services or premises. It is not possible to prevent the presence of the disease. Therefore, *if* you choose to utilize Sterling Myers's services and/or enter onto Sterling Myers's premises you may be exposing yourself to and/or increasing your risk of contracting or spreading COVID-19.

ASSUMPTION OF RISK.- I have read and understood the above warning concerning COVID-19. I hereby choose to accept the risk of contracting COVID-19 for myself and/or my children in order to utilize Sterling Myers's services and enter Sterling Myers's premises. These services are of such value to me [and/or to my children,] that I accept the risk of being exposed to, contracting, and/or spreading COVID-19 in order to utilize Sterling Myers's services and premises in person

Waiver Of Lawsuit/Liability.- I hereby forever release and waive my right to bring suit against Sterling Myers and its owners, officers, directors, managers, officials, trustees, agents, employees, or other representatives in connection with exposure, infection, and/or spread of COVID-19 related to utilizing Sterling Myers's services and premises. I understand that this waiver means I give up my right to bring any claims including for personal injuries, death, disease or property losses, or any other loss, including but not limited to claims of negligence and give up any claim I may have to seek damages, whether known or unknown, foreseen or unforeseen.