

Rules and Regulations

Thank you for trusting **Kobussen Buses, Ltd.** with your transportation needs. At Kobussen, we pride ourselves in safe, dependable, friendly service; please consider yourself and your group our guest while embarking on your trip. The general information below is for your information and safe transport. Please read this confirmation carefully. The information on the attachment or opposite side is your itinerary as we understand it to be. If you find it satisfactory, please sign and return it with your deposit. In order to maintain the consistently high standard of excellence which our customers expect and we at Kobussen demand, the following guidelines for motor bus use and operation have been established:

1. **Federal Motor Carrier Safety Administration** has established for the protection and safety of charter customers and charter operators the following regulations: Drivers are limited to 10 hour driving periods. After 10 hours the driver must have eight (8) consecutive hours off duty away from the group. Drivers must comply with charter orders and no deviations from said orders will be permitted without prior office approval. If your trip plans require extra driving or on-duty time exceeding the above limits, Kobussen can assign additional drivers so that your charter trip can be conducted as scheduled. Kobussen reserves the right to charge for any and all additional services not contracted for prior to departure.
2. **Maps and itineraries** must be received no later than 10 business days before the scheduled departure date to allow adequate preparation time. The group leader assumes the responsibility of submitting an itinerary to Kobussen that meets the FMCSA legal driving standards described in paragraph one of these guidelines. Detailed itineraries are essential and should list all stops with names, addresses and phone numbers to all destinations. This information is important to the success of your trip. Kobussen will not be held responsible for delays incurred due to insufficient information for destinations or pickup locations. Any changes to itineraries (i.e. loading location or pickup times, etc.) must be made directly to the sales staff. This practice will enhance the quality of the service.
3. **Itinerary** if the group must arrive at a destination by a specific time, the group leader's itinerary should allow sufficient travel time. "Sufficient travel time" means making allowances for construction delays, traffic, unpack and unload bus, rest stops, and meal stops.
4. **Delays** Kobussen will not be liable for delays caused by an act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, poor road conditions, adverse weather, or conditions beyond its control, and does not guarantee arrival or departure from any given point at a specified time.
5. **Additional charges.** If the trip exceeds the allotted times that are printed on the face of the contract, your group will be billed accordingly as per the schedule below. However, in the case of delays caused by such mitigating circumstances as described in line 5 of this document there will be no additional charges.
6. **Chaperones.** Passengers under the age of 21 must be accompanied by a chaperone on the bus at all times. The group must supply a minimum of two chaperones, 21 years or older, per bus. One chaperone is to be stationed at the rear of the bus and the other at the front. Chaperones are responsible for the behavior of the passengers. Please note that the driver is not a chaperone.
7. **Seating and Safety** are top priority to both you and Kobussen. We ask that all charter members remain seated at all times. Total number of passengers can not exceed capacity of bus. Charter groups must provide adequate supervision and discipline. For your SAFETY, your driver must devote his full attention to his driving.
8. **Cleanliness** is the joint responsibility of the customer and the driver. Drivers will make every effort to have the bus cleaned and washrooms serviced on extended trips. Any food or drink left on the floor of the vehicle is the responsibility of the customer. Food and drink on the bus is a privilege and can be revoked by the driver if inappropriate behavior warrants such action. If extra time is needed to clean a vehicle for any reason an additional hourly charge of \$75.00 per hour will be billed to the group leader.
9. **Alcoholic beverages** on the bus must be approved prior to departure and may be subject to an extra charge. No glass bottles or kegs are allowed on Kobussen buses.
10. **Smoking** is not permitted on any Kobussen vehicles at any time, and is against federal law.
11. **Damage** done to the vehicle or drivers by the customer or any of the passengers is the financial responsibility of the chartering party.
12. **Entertainment** customers can play their own DVD/Videos on the bus at their own risk. Damaged DVD/Videos will not be reimbursed.
13. **Equipment Use** of motor coach video equipment by charter customers carrying their own entertainment DVD/VHS tapes - Copyright and other intellectual property obligations: Charter Party/Tour Operator/Lessee, pursuant to the copyright laws of the United States and other applicable laws, including all international copyright laws, treaties and conventions, shall obtain from the owners, their agents or other licensor of the copyright and other intellectual property rights, all licenses and other grants and other permission necessary for the public performance of all music, other audio and visual material presented or sponsored by Tour Operator. Lessee on the vehicle(s) shall make all required royalty, license, and any other payments which may be required, to the extent, if any, that the vehicle Owner/Operator/Lessee shall be required to obtain any such licenses, grants and permissions and/or make royalty, license or any other payments as a result. Tour Operator/Lessee shall pay for reimbursement to vehicle Owner/Operator/Lessee the full costs, including taxes and administrative fees, if any, of such payments.
14. **Driver's Hotel/Motel/Inn** costs are the responsibility of the chartering party unless otherwise specified in writing by the sales office. Drivers are customarily off duty upon arrival at the destination. All exceptions to the above must be pre-approved.
15. **Luggage** we recommend that one suitcase per person and one small carry-on are allowed. Luggage can shift during transport, so we ask that you store your valuables as safely as possible. Any damage to items not stored in a steel flight case will not be the responsibility of Kobussen Buses. Baggage will be loaded and unloaded by the driver or under the supervision of the driver. Any damage to baggage during loading or unloading that was not handled by the driver or under his/her supervision will not be Kobussen's responsibility. All baggage must be taken off the bus each night. Kobussen will not be responsible for lost or stolen articles on the bus.
16. **Indemnification:** Charter Party/Tour Operator/Lessee shall indemnify, defend and hold harmless Vehicle Owner/Operator/Lessee and its officers, directors, agents and employees, and each of them from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever kind of nature, including judgments, interest and attorney's fees (matters) which Vehicle Owner/Operator/Lessee and its officers, agents and employees and each of them, shall or may at any time, or from time to time, subsequent to the date of the Agreement, sustain or incur, or become subject to, involving, with respect to or relating to any breach by Tour Operator/Lessee of any owner/Operator/ Lesser or the infringement or alleged infringement of any copyright, trademark, or other proprietary rights of others or the acts of omissions of Tour Operator/Lessee pursuant to this Agreement.
INDEMNITY CLAUSE: The customer shall be responsible for the conduct of the passengers on the trip, both on and off the bus. The carrier will not be liable for any personal injury or property damage caused by any conduct or misconduct of any member of the group being transported and the customer agrees to indemnify and hold harmless the carrier from any liability or damage carrier may suffer as a result of claims, demands, costs, or judgments against carrier arising out of the conduct or misconduct of the charter party's passengers. The customer releases and holds Kobussen Buses, LTD., its agents and employees harmless from all claims for loss or damage to any person or property caused by the conduct or misconduct of customer.
17. **Fuel Surcharges** in the event of major fuel price increases; Kobussen reserves the right to adjust the contracted price accordingly with a fuel surcharge.
18. **Deposits** are due upon booking and are to be sent along with your confirmation. The deposit amount and payment due date are stated on the confirmation. Trips are subject to cancellation without notice, if deposit is not received within the specified time period. All payments made within 30 days of the departure date must be cash credit card or certified check.
19. **Cancellation policy** requires 72 hours advance notification for return of deposits paid for day trips. If longer than a 3 day trip, cancellations must be received 30 days prior for refund of the deposits paid.
20. **Lost and found** items on the bus will be kept for up to 7 business days before being thrown away or donated.

The preceding list is intended as a general guideline, and is not limited to the items listed.