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## **Cal Poly Charter Services Terms and Conditions 051522**

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We are thrilled that you have chosen SLO Safe Ride to provide transportation for your charter. This document contains the terms and conditions that apply to all SLO Safe Ride charters.

1. SLO Safe Ride follows all Department of Transportation rules regarding Hours of Service for chauffeurs. If your trip requires that the driver drives for more than 10 hours or on-duty for more than 15 hours (16 for SPAB), the trip will require a second driver. Please keep in mind that this includes travel time from our parking lot. This will be added to your invoice. Our operations team can help clarify how these rules work before your trip.
2. We recommend bringing DVDs for your group to enjoy on their trip. Our 42 and 56 passenger buses are equipped with DVD players and TVs.
3. Please double check that all locations on the itinerary can accommodate a large bus. We do our best to reach out to each location, but if our bus cannot fit on the day of the event, then we will drop you off and pick you up as close as our vehicle can safely get to the destination.
4. All pickup and drop-off locations are pre-approved by our safety team. Any stops that have not been pre-approved will need to be called into our office for approval before your chauffeur can stop there. This will cause a long delay, so all locations need to be approved in advance of the trip.
5. All departure times listed on your itinerary are instructions for your chauffeur. Any arrival times listed are estimates made by our office staff. The actual arrival time is not under our control. Let us know if you think any part of the charter will take a shorter or longer period of time.
6. See page 2 of this document for additional terms.

## **Cal Poly Charter Services Terms and Conditions 051422**

### **Rates:**

This quote is based on services requested and our contracted rates and minimums with Cal Poly. In the event of a change in service or rate, this contract will be amended or replaced with a new agreement. A SLO Safe Ride managerial associate must check and approve all itineraries for compliance with the terms listed in this contract. Upon completion of the charter, additional time or mileage exceeding the original itinerary will be added to the invoice. The chauffeur does not have authority to waive these charges. Hourly and mileage rates begin and end at the SLO Safe Ride vehicle depot. For overnight trips, hours and mileage begin at the bus driver's hotel. Cal Poly is responsible for the payment of any tolls, driver hotel rooms, parking fees, entry fees (i.e. national parks), or other fees incurred by any SLO Safe Ride vehicle.

In addition to the transportation cost, a fuel surcharge will be added to all invoices. If gasoline or diesel fuel costs increase above the appropriate eia.gov index (<https://www.eia.gov/petroleum/gasdiesel>) for U.S. On-Highway Regular Gasoline Prices for the West Coast (PADDS) for the third week of November 2021 (\$4.169), or U.S. On-Highway Diesel Fuel Prices West Coast (PADDS) - California (\$4.769), a price adjustment will be made monthly during the contract term, based on the difference between the index for the first week of each month and the base index price. This adjustment will apply to the full month and will be based on the mpg fleet average fuel consumption for the vehicle chartered. The fuel surcharge will be made on a pass-through basis without markup on each invoice.

### **Billing:**

Upon completion of your charter, an invoice will be emailed to the individual that made the booking. Payment is due within 30 days of receiving the invoice.

### **Cancellations:**

All cancellations must be submitted in writing. A change of charter date constitutes a cancellation of the present charter. A change to smaller vehicle constitutes a cancellation of the present charter. Cancellations made 15 days or more from the charter date, will have no fees owed to SLO Safe Ride. Cancellations made 8 to 14 days prior to the charter will still be invoiced for 50% of the quoted trip price. Cancellations made 0 to 7 days prior to the charter will still be invoiced for 100% of the trip price.

### **Force-Majeure:**

In a force-majeure event, where the government or official agencies order shut downs that directly affect your charter, a full refund will be provided. This does not include your other travel arrangements or any other personal matters. Examples that are eligible for a refund include: if any of your destinations are ordered to close, your event is no longer permitted by the County, or if SLO Safe Ride is no longer allowed to operate. All other cancellations fall under the cancellation policy in the paragraph "Cancellations". If a member or members of your group get sick, this falls under the cancellation policy in paragraph "Cancellations".

### **Prohibited Substances:**

Smoking and drugs are prohibited on all SLO Safe Ride vehicles. Alcohol is only allowed if everyone on the vehicle is 21 years of age. All animals except service animals are prohibited on SLO Safe Ride vehicles. If there will be passengers under the age of 21 and not accompanied by a parent or guardian, customer is required to sign a "Brett Studebaker Form". A signed "Brett Studebaker Form" must be submitted no later than 72 hours prior to the start of the trip.

### **Passenger Safety:**

While the vehicle is in motion, passengers must remain seated. If the vehicle is equipped with seatbelts, they must remain fastened during the trip. No passengers can stand or sit near a doorway or past the standee line (the line next to the driver). Any movement out of your seats or not using a seatbelt is done at your own risk.

In order to comply with California State law, any child under the age of 8 years old must travel with a car seat / booster seat. It will be the responsibility of the traveling group to bring their own car seat / booster seat. It will be the responsibility of the traveling group to install the car seat / booster seat. Some SLO Safe Ride vehicles are not equipped for a car seat. It is the responsibility of the Customer to let SLO Safe Ride know in advance of the booking that there will be children under the age of 8 on the charter.

### **Disclaimer:**

SLO Safe Ride (NoseBeard Enterprises, LLC) is not liable for damages to or loss of baggage or other property. Baggage and other property will be handled at the passenger's own risk, and only in an amount that can be conveniently carried without disrupting other passengers. SLO Safe Ride shall not be liable for loss of time or money due to mechanical failure, inclement weather, or traffic. SLO Safe Ride looks to provide the best possible service alongside exceptional customer amenities, but we cannot guarantee specific assignment of drivers or vehicles. Additionally, SLO Safe Ride reserves the right to substitute equipment and vehicles leased by other parties. SLO Safe Ride's completion of services outlined in this contract is contingent upon our ability to furnish the equipment and perform the services.