



**Paradise Travel, Inc.**

102 Lauman Lane • Hicksville, New York 11801



## GENERAL TERMS AND CONDITIONS OF THE CONTRACT

**Equipment Guarantee** - PARADISE TRAVEL INC. undertakes its best efforts to carry the passengers and baggage with reasonable dispatch. Alternate carriers may be used without notice. In those instances where PARADISE TRAVEL INC. arranges or procures transportation from a carrier other than PARADISE TRAVEL INC., it acts solely as agent for the passenger in regard to such transportation service. PARADISE TRAVEL INC. shall not be liable for any injury, damage, loss, accident or delay which may be caused as a result of mechanical failure of the motor coach, road, or weather conditions, labor or any other cause beyond the control of PARADISE TRAVEL INC. or the control of the carrier that they provide. PARADISE does everything to insure that all equipment is working properly. However, PARADISE does not guarantee video system operability, specific air-conditioning or heating temperatures or deodorized restrooms once the restrooms have been used by the contracting party.

In the event of poor road conditions, it is solely the responsibility of the motor coach company to determine whether it is safe to operate the trip. In the event service is refused by group, chartering party (both the individual signing this contract and the organization he represents) is responsible for any expenses incurred by chartering party and/or motor coach company. Also, if coach is delayed due to refusal of such service, customer will be charged for extra time coach is kept at destination at prevailing tariff rates. Driver will be instructed to collect such rates in cash. In the event chartering party refuses to release coach at the agreed time and this action results in a second group being delayed or stranded, chartering party will be responsible for all expenses and loss of revenue incurred by the motor coach company in accommodating that second group. In the event the motor coach company feels it is unsafe to operate trip, it will refund all monies paid to it by chartering party; or chartering party may elect to reschedule trip on a date mutually agreeable to both parties.

**Special Needs Provision** - The chartering party is responsible for notifying the carrier at the time of confirmation of the charter contract of any special needs for disabled passenger accessibility during the period of service covered by this contract. If so requested after the Fall of 2001, it will be the carrier's responsibility to provide accessible equipment. Any more than two passengers requiring wheelchair securement per coach will be subject to additional charges.

Coaches will not carry more passengers than seating capacity allows. Baggage and all other property will be handled only at customer's risk, and only in the amounts that can be conveniently carried in the chartered vehicle. Motor coach company reserves the right to use vehicle immediately prior to or subsequent to this charter, or during the hours group spends at its destination, therefore, any change in time desired by customer must first be cleared with our office so that other groups are not inconvenienced. Consumption of alcoholic beverages and unlawful narcotics by passengers on coaches are prohibited. Smoking is prohibited on the coach. Chartering party is liable for any damage to the chartered vehicle, hotel premises or other establishments engaged by PARADISE TRAVEL INC. done by any member or members of group being transported. Although PARADISE will make every attempt to find and return lost items, PARADISE is not responsible for any item left on board its' vehicles.

**Driver Hours & Responsibility** - Federal Law limits driver to very specific hours of operation in a commercial vehicle. Should you wish to exceed these hours, extra drivers can be supplied at an additional cost. A copy of these laws are available from the U.S. Department of Transportation. Drivers are not responsible for minors who must be accompanied by a parent (or guardian) while on board any vehicle. The contracting party assumes all responsibility for damage when a vehicle is directed by the client (or client's representative) onto private property or into an area that is not large enough for the vehicle to safely turn around with having to back up. This includes charges for equipment damage towing, winching, storage, cleaning or any other costs directly related to said damage.

All Casino Packages are subject to change without notice. The customer is responsible for providing hotel lodging for drivers on overnight trips. On multi-coach trips, each driver must be provided with his/her own room.

**Videos** - Unless otherwise specifically authorized and controlled by the carrier, the chartering party accepts any and all responsibility for the use of any video or audio playback equipment aboard the vehicle used for this contract. Such responsibility shall include, but not be 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.

**Itinerary Changes** - ANY changes in the itinerary, which differ from, or contradict the signed confirmation supplied to PARADISE, must be approved by a PARADISE representative. The contracting party may incur additional charges for services not covered within the signed contract.

**Post Confirmation Assessments** - If the Consumer Price Index rises more than 10% from the prices agreed upon at the date of this agreement, the carrier may request that the chartering party exercise the option to (1) pay an increased fare which reflects such increase in costs or (2) terminate the contract for service with 30 days written notice.

**Litigation** - Unfortunately, our legal system is responsible for these lengthy Terms and Conditions as the service industry has experienced a backlash of frivolous lawsuits. PARADISE does not feel that it is fair to pass legal costs to every contracting party, therefore, the contracting party agrees to handle any disputes involving any aspect of their dissatisfaction with PARADISE'S services through mediation before moving to legal proceedings.

AGREEMENT: I hereby agree to the terms and conditions of this charter confirmation and further state that the coach will only be used for the itinerary described on the front of this document.