

## Transportation Terms & Conditions

The following Terms and Conditions shall apply to all Transportation Contracts issued by Shawnee State University, 940 Second Street, Portsmouth, Ohio, 45662 (hereinafter referred to as "the University") and signed by companies licensed to provide commercial transportation (hereinafter referred to as "Contractor") for the transport of the University's employees, students, and guests.

1. RESERVATION POLICY. A purchase order or University purchasing card (a Visa credit card) will authorize and assure the University's exclusive use of a vehicle. **NO COACH WILL BE CONFIRMED WITHOUT A SIGNED CONTRACT.**
2. PAYMENT POLICY. No deposit shall be required. Trips reserved with a purchase order shall be paid in full within 7 days of receipt of an invoice by the University, at the conclusion of the trip. Trips reserved with a University purchasing card may be billed on the date of the trip. If the University's purchasing card is used, the Contractor must provide an itemized receipt for the charge to the person whose name appears on the purchasing card.
3. COST. Cost is based on services listed on the specific contract and is subject to change in accordance with the actual itinerary. The University is responsible for parking fees and tolls.
4. CANCELLATION/REFUND. In the event the University notifies the Contractor in writing (including fax) of the University's intent to cancel the University's charter agreement more than fourteen (14) days prior to departure, no fee will be charged. Should the University cancel this agreement less than fourteen (14) days but more than seventy-two (72) hours prior to departure Contractor may bill the University \$100. The University may be charged a \$200 flat fee when cancellation is 48 hours or less prior to departure. The Contractor's failure to pick up within two (2) hours of the designated time constitutes cause for the University to cancel the contract without any liability to the Contractor.
5. WAIVER OF CONSEQUENTIAL DAMAGES. It is understood by the University that the Contractor is not responsible for delays or cancellations due to acts of God, terrorism, national emergencies, or construction.
6. DAMAGE/FOOD AND BEVERAGE. Food and soft drinks must be approved by the Contractor. Where applicable, the University will assign chaperones throughout the coach. Trash must be placed in proper containers. Any damage done to the vehicle by the University beyond normal wear and tear may be charged to the University by the Contractor. The Contractor must provide documentation with detail of the cleaning or repair charges. Contractor must notify University Purchasing Department of the nature and extent of the damage within 48 hours after completion of the trip.
7. SUBCONTRACTING DUE TO CHANGES OR BREAKDOWNS. In the event the Contractor must subcontract the transportation to another commercial bus operator as a result of last minute changes (i.e. departure time changes, date changes) the University will be responsible for actual charges only on any pricing differential with prior approval by the SSU official who reserved the transportation. If repairs associated with vehicle breakdowns conflict with the event's scheduled time the Contractor must provide at its cost another vehicle to meet the event's schedule. If repairs associated with vehicle breakdowns do not conflict with the event's scheduled time but the University chooses not to wait, the University will negotiate any increase depending on the circumstances surrounding the breakdown and the action taken by the Contractor to remedy the situation. All documentation relating to any increase must be provided by the Contractor.
8. SMOKING. While on board, the "NO SMOKING" policy shall be enforced. Regular stops are made depending on the length of the trip.
10. DRIVERS. Drivers shall work under DOT regulations: 10-hour driving time with 15-hour total. The University is responsible for providing hotel accommodations for the driver on overnight trips. The University shall be billed for the total cost of room & taxes only.
11. INSURANCE. The Contractor must supply proof of \$1/\$3 million commercial liability insurance prior to any charter services being provided to the University. The Contractor's insurance certificate must name the University as a Certificate Holder. Proof of such insurance must be mailed or faxed to: Shawnee State University; Pat Carson, Director of Purchasing; 940 Second Street; Portsmouth, Ohio 45662; Phone: 740.351.3460; FAX: 740.351.3567.
12. INDEMNIFICATION. The Contractor agrees to indemnify, defend, and hold harmless Shawnee State University, its trustees, officers, employees, and agents from and against any claim, damage, liability, injury, expense or loss including, but not limited to, reasonable attorney's fees and costs, by reason of any suit, claim, demand, judgment or cause of action arising out of or related to the transportation of the University's employees and guests as provided by the Contractor except for claims resulting from willful misconduct of the University's employees, students, or guests.