ROLLER COACH & TOURS, Inc. (herein referred to as “ROLLER COACH & TOURS” and/or “the Company”), and our team of dedicated professionals genuinely appreciate the opportunity to be of service during your upcoming trip. As a highly valued client, we want you to enjoy the use of our transportation services. We extend our best regards to you and your guest(s) traveling on board, for a safe and enjoyable experience. However, in order to maintain the highest quality possible in our buses for future use with others’ and their upcoming reservations, the Company has established and will strictly enforce the following terms and conditions set forth below:

1. **PAYMENT OF SERVICE(S)**
   1. ROLLER COACH & TOURS charters all vehicles on a strict “FIRST COME, FIRST SERVE” basis; therefore, the Company must receive the minimum required **“NON-REFUNDABLE, NON-TRANSFERABLE” CHARTER DEPOSIT** **(25% of the Total Charter Cost)** at the time of reservation; **the Company does not and will not hold, reserve, or guarantee future availability of any charter service(s) and/or vehicle(s) without receipt of the “minimum” required service deposit**.
   2. The Client agrees to pay outstanding balance(s) owed to ROLLER COACH & TOURS, no later than THIRTY (30) calendar days prior to the charter’s scheduled date of departure in accordance with the following:
      1. The Client may elect to submit payments over a period so long as the entire outstanding balance is PAID IN FULL at least thirty (30) calendar days prior to the charter’s scheduled date of departure.
      2. Final payments submitted via cash, check, or credit card must be processed at least **THIRTY (30) CALENDAR DAYS** prior to the charter’s scheduled date of departure by **5:00pm**.
      3. Final payment for any outstanding balance of $2,500.00 or more will only be accepted in the form of **CASH, CERTIFIED CHECK,** or **USPS MONEY ORDER.**
      4. **\*The Client understands and further agrees in the event the chartered services are not PAID IN FULL, thirty (30) calendar days prior to the scheduled date of departure, the chartered services will be cancelled, and the Client will forfeit the minimum “NON-REFUNDABLE, NON-TRANSFERABLE” CHARTER DEPOSIT in addition to any payments received thereafter; should ROLLER COACH & TOURS receive a replacement charter, the Client will be refunded the initial Charter Deposit in addition to any other subsequent payments received thereafter**.
   3. Credit card payments submitted to the Company shall incur a **3% SERVICE FEE**; ROLLER COACH & TOURS accepts all major credit cards, including but not limited to, American Express, Discover, MasterCard, and Visa.
   4. The Client agrees and understands reasonable supplementary charges may be assessed in the event of any modification(s) to the original charter agreement or itinerary; the Company negotiates charter rates based on information obtained from the Client at the time of reservation; the Company reserves the right to assess additional fees in order to cover unexpected tolls, additional mileage, and fuel consumption as a result of adding pick-ups, drop-offs, destinations, and/or changes to the destination and/or original pick-up or drop-off location.
   5. **ROLLER COACH & TOURS DOES NOT ISSUE REFUNDS FOR ANY UNUSED SERVICE, MILEAGE, OR TIME.**
   6. The Company does not pay for parking or overnight accommodations, if applicable; accommodations for our Coach Operator(s), when applicable, in addition to any parking expense(s) are the sole responsibility of the Client; lodging accommodations shall be submitted to our office with the finalized charter itinerary no later than fourteen (14) calendar days prior to the scheduled date of departure. **Coach Operator(s) shall have their individual lodging accommodations; one Coach Operator per room, without exception.**
   7. The Client agrees and understands, if a credit card is presented as payment of the initial charter deposit or as payment of any portion of this charter agreement, ROLLER COACH & TOURS reserves the right to use the same credit card(s) as payment for any unexpected expense(s), supplementary charge(s), overtime surcharge(s), or fee(s) due as part of this charter agreement, including any payment(s) refused by a third party to whom the Client directed ROLLER COACH & TOURS to charge.
   8. The Company does not accept **“STARTER CHECKS”** or **“TRAVELER’S CHECKS”**; a **$30.00 NSF Fee** will be assessed to the Client for any business or personal check, returned **“unpaid”** to the Company by the Client’s financial institution; the Client further acknowledges in the event a check is returned unpaid to the Company, ROLLER COACH & TOURS will not accept any future payment(s) from the Client via check, unless “CERTIFIED”. **ROLLER COACH & TOURS will seek civil and/or criminal prosecution, to the fullest extent, pursuant to Ohio Revised Code 2913.11, Bad Checks.**
   9. A **$49.00 CHARGEBACK FEE** shall be imposed for any credit card payment(s) charged back to the Company for any reason(s); the Client understands any chargeback to the Company shall result in the Company’s refusal to accept future credit card payment(s) from the Client. **ROLLER COACH & TOURS will seek civil and/or criminal prosecution, to the fullest extent, pursuant to Ohio Revised Code 2913.21, Misuse of Credit Card.**
2. **CANCELLATION / MODIFICATION OF SERVICE(S)**
   1. **ROLLER COACH & TOURS does not accept any cancellation(s) and/or modification(s) via telephone;** in order to modify, in part, in its entirety, or to otherwise cancel this charter agreement, the Client must inform ROLLER COACH & TOURS with written documentation:
      1. Mail: **ROLLER COACH & TOURS, Inc., Charter Services Dept., PO Box 5066, Youngstown, OH 44514**
      2. E-Mail: [**RollerCoach@Outlook.com**](mailto:RollerCoach@Outlook.com)
      3. Fax: **(330) 953-2027**
   2. The Client agrees in the event of cancellation, the **“NON-REFUNDABLE, NON-TRANSFERABLE” CHARTER DEPOSIT** shall be immediately forfeit upon receipt of a written cancellation notice from the Client, as a result of the Company refusing the reserved motor coach(es) and/or service(s) to other clientele; the Client further understands future charter reservation(s) shall require **PAYMENT IN FULL** at time of reservation, without exception, in lieu of submitting the minimum required **“NON-REFUNDABLE, NON-TRANSFERABLE” CHARTER DEPOSIT**.
      1. Cancellations received at least thirty **(30) calendar days “prior”** to the scheduled date of departure, will forfeit the **“NON-REFUNDABLE, NON-TRANSFERABLE” CHARTER DEPOSIT**, without exception.
      2. Cancellations **“within” thirty (30) calendar days up to fifteen (15) calendar days** prior to the scheduled date of departure, will be assessed a cancellation fee equal to **50%** of the **Total Charter Cost**.
      3. Cancellations **“within” fourteen (14) calendar days up to seven (7) calendar days** prior to the scheduled date of departure, will be assessed a cancellation fee equal to **75%** of the **Total Charter Cost**.
      4. Cancellations **“within” seven (7) calendar days** of the scheduled date of departure, shall not be entitled to any refund.
   3. In the event of cancellation of special events, such as concerts or sporting events, due to circumstances beyond the Client’s control, the Client will be given the opportunity to use the motor coach(es) during the scheduled time for other service(s), to use the motor coach(es) at a later date and time, which is subject to availability, for other services, or to use the motor coach(es) for the rescheduled special event, subject to availability; otherwise, the Company’s general cancellation policy shall apply.
3. **OVERTIME COMPENSATION**
   1. The Client is responsible for making payment(s) or payment arrangement(s) for any overtime service(s) directly to their Coach Operator prior to the start of any overtime service(s); ROLLER COACH & TOURS defines **OVERTIME** as: **“time, which exceeds the original contracted hours of service(s) reserved as part of the charter agreement”**; additionally, **the Client understands there is “NO GUARANTEE” overtime hours may be available.**
   2. The Company has established a “grace period” of fifteen (15) minutes; ROLLER COACH & TOURS defines **GRACE PERIOD** as: **“time, which exceeds the original scheduled end time, where overtime surcharges would normally have been imposed, is waived”**; the Company does not bill in increments of minutes, therefore, after the fifteenth (15th) minute, the Client agrees to pay for **ONE (1) COMPLETE HOUR** at the **HOURLY OVERTIME RATE**.
   3. The Client agrees to present CASH, CHECK, or a CREDIT CARD as payment for any “APPROVED” overtime hours directly to the Coach Operator(s); any payment(s) with a CHECK or CREDIT CARD, must be **VERIFIED** by the Company prior to the start of any overtime service(s); the Client further understands if a credit card is presented as payment of the service deposit or any part of the service(s), ROLLER COACH & TOURS reserves the right to use the same credit card(s) as payment for any applicable overtime surcharge(s) due under this agreement, including overtime surcharge(s) authorized by a third party, to whom the Client directed the Company to charge.
   4. **ROLLER COACH & TOURS DOES NOT ISSUE REFUNDS OF ANY KIND FOR ANY UNUSED SERVICE, MILEAGE, OR TIME, ONCE THE CLIENT HAS MADE PAYMENT FOR OVERTIME SERVICE(S).**
4. **GENERAL TERMS OF SERVICE**
   1. Alcohol consumption by a minor, a person under 21 years of age, is illegal and therefore strictly prohibited in all of the Company’s vehicles; our Coach Operator(s) reserve the right and may conduct a “visual, non-intrusive” inspection of purses, bags, and/or packages of passenger(s) accepting service from ROLLER COACH & TOURS during any event(s) involving transportation of minors without an accompanying designated Chaperone; any passenger(s) who refuses this “visual, non-intrusive” inspection of their purse, bag, and/or package will not be permitted to board with these items.
   2. Possession and/or the use of drugs or illegal controlled substances are a violation of various laws and are strictly prohibited in the Company’s vehicles.
   3. The Client understands that a $250.00 “CASH” Cleaning Deposit is due to the Coach Operator(s) upon arrival, prior to passengers loading for any charter services with alcoholic beverages and/or food on board. This cleaning deposit is fully refundable upon conclusion of the charter service(s) pending no damage, spill(s), or excessive cleaning is required.
   4. All vehicles operated by ROLLER COACH & TOURS are designated **“NON-SMOKING”** and **“NON-VAPING”** including the use of electronic simulated smoking materials, such as e-cigarettes, and smokeless cigarettes, without exception; any violation shall be grounds for immediate termination of charter service(s) upon detection, without a refund of any kind; additionally, the Client may be assessed a **PROFESSIONAL CLEANING FEE of up to $350.00** to insure proper professional cleaning.
   5. The Client agrees to compensate ROLLER COACH & TOURS, a **PROFESSIONAL CLEANING FEE of up to $350.00** per vehicle if nausea, vomiting, or smoking occurs in the vehicle(s) by any passenger(s) accepting service from the Company; this fee is necessary to insure proper professional cleaning, in addition to any time the vehicle(s) may be down and placed **“OUT OF SERVICE”**; the Company reserves the right to charge a reasonable **cleaning fee of up to $150.00** per vehicle, for any excessive mess or spillage which requires the vehicle(s) to undergo extensive interior cleaning. We encourage all passengers to utilize designated rest stops as an opportunity to smoke while off the motor coach(es).
   6. Damage caused to the Company’s vehicle(s) as a result of abuse or negligence by any passenger(s) accepting service from ROLLER COACH & TOURS shall be the sole responsibility of the Client. Passengers are not permitted to stand out, hang from, or otherwise open emergency exits, except in cases of emergency or unless otherwise directed to do so by the Coach Operator; this is considered unsafe, could cause personal injury and/or unnecessary damage to the vehicle(s), while affecting the Coach Operator’s ability to operate the vehicle safely.
   7. For the safety of all passengers traveling, ROLLER COACH & TOURS does not permit animals on board unless they are properly trained service animals, that assist individuals with disabilities in performing essential activities. Service animals must always be properly harnessed with the proper credentials and under the direct control of the passenger(s).
   8. While ROLLER COACH & TOURS makes every effort to provide on-time service; it does not guarantee its departure or arrival times, which may be delayed by any number of factors, including weather, traffic, road conditions, mechanical problems, or any other cause(s) or condition(s) beyond the Company’s immediate control. All passengers are encouraged to be at the designated departure location(s) at least twenty (20) minutes prior to the scheduled departure time providing the Coach Operator the opportunity to board all passengers in a timely manner in order to avoid any departure delay(s).
      1. For the safety of all passengers and for our Coach Operator(s), ROLLER COACH & TOURS operates in full compliance with United States Department of Transportation rules and regulations, **§395.5: Hours of Service for Motor Carriers of Passengers**; our Coach Operators are not permitted to be “ON DUTY” more than fifteen (15) hours per day, with a strict limit of not more than ten (10) hours of driving, leaving five (5) hours of time spent performing other job related responsibilities.
   9. The Client agrees to reimburse ROLLER COACH & TOURS for any and all legal fees including but not limited to: attorney fees, court costs, litigation fees, and any other monetary expense(s) and disbursement(s) made by the Company for legal action(s) taken prior to, during, and subsequent to the initiation of legal proceedings in order to collect outstanding balances or monies owed pursuant to this charter agreement.
   10. The Company is not responsible for any items that may be damaged, lost, stolen, or left inside the motor coach(es) during or after our charter service(s) are rendered; if the Client requests our Coach Operator to secure items in the motor coach(es) or other storage compartments, it remains the sole responsibility of the Client to collect these items before our charter service(s) conclude; in the event an item is left behind, forgotten, or misplaced and the Company discovers it, ROLLER COACH & TOURS will make every reasonable attempt to notify the Client and return the item(s).
   11. ROLLER COACH & TOURS is not responsible for and assumes no liability or responsibility for injury, loss or damage to person(s) or property, inconveniences, or unexpected expense(s) arising from or caused by acts of God, labor strikes, traffic accidents, government restrictions or regulations, mechanical breakdown, or any other inconveniences caused to the Client due to situations beyond the Company’s immediate control such as, but not limited to, traffic congestion or delays, road constructions, accidents, detours, acts of terrorism, natural disasters, national pandemics, or inclement weather conditions.
   12. The Company reserves the right to substitute a replacement vehicle(s) of equal or greater capacity in the event of a dual booking, mechanical failure, or situation beyond the Company’s immediate control which may or may not feature premium amenities traditionally available on our motor coach(es); ROLLER COACH & TOURS also reserves the right to subcontract a reputable, affiliate company in order to render chartered service(s) contracted by the Client, in the event of a dual booking, mechanical failure, or situation(s) beyond the Company’s immediate control.
   13. The Client understands our Coach Operator(s) reserves the right to refuse to enter or exit any location that he/she considers a threat or feels to be unsafe; due to the size, weight, wheelbase, turning radius, and passenger capacity of our motor coach(es); our Coach Operator(s) may not be able to enter or exit a requested area due to congestion, safe clearance (i.e., crowded parking lot, steep incline, cul-de-sac, etc.); however, our Coach Operator will do his/her absolute best to get all passengers as close as possible to the desired location.
   14. ROLLER COACH & TOURS does not discriminate against passenger(s); circumstances may arise in which our Coach Operator may remove or decline to transport passengers for:
       1. Failure to comply with the Non-Smoking & Non-Vaping regulations
       2. Failure to comply with instructions or interference with the responsibilities of our Coach Operator
       3. Engaging in behavior that could potentially jeopardize other passengers and their safety
       4. Have a communicable disease or infection that could be transmissible to or pose a direct threat to the health or safety of other passengers
       5. Poses a significant health or safety risk to themselves or other passengers
       6. Any individual who wears or have on or about their person, or baggage, a concealed or unconcealed deadly or dangerous weapon.
   15. The Client understands our Coach Operator(s) reserve the right to terminate or restrict charter service(s), without a refund of any kind, immediately upon detection of illegal activity and/or disruptive behavior (i.e. excessive use of profanity, lewd conduct, harassment, disrespectful behavior, or violation(s) of the terms and conditions as set forth, etc.) exhibited by any passenger(s). The Client is responsible for notifying all passengers accepting service from ROLLER COACH & TOURS of all terms and conditions stated herein; furthermore, the Client accepts full responsibility for all passengers.
   16. ROLLER COACH & TOURS offers deluxe motor coaches which come nicely equipped with on-board DVD entertainment system, however, due to the motor coach’s movement, this amenity may not function properly. ROLLER COACH & TOURS disclaims any and all liability for the showing of copyrighted DVDs. Purchases of prerecorded DVDs do not change their obligations. Additionally, public performances of DVD recordings made from televised motion pictures are a multiple copyright infringement. The following is an important information summary statement prepared by the Film Security Office of the Motion Picture Association of America, Inc. provided for your information:
       1. **“By law the prerecorded DVDs available in stores throughout the United States are for Home Use Only. The US Copyright Act grants to the copyright owner the exclusive right among others, to perform the copyrighted work publicly, (U.S. Code Title 17, Sections 101 and 106). Even performances in semipublic places such as clubs, lodges, factories, summer camps, and schools are public performances subject to copyright control. Companies, organizations, and individuals who wish to publicly exhibit copyrighted motion pictures and audio-visual works must secure a license to do so.”**
   17. Motor coach(es) operated by ROLLER COACH & TOURS may be equipped with video and audio recording equipment. Review of video and audio recordings can be viewed at any time for any reason by ROLLER COACH & TOURS’ Management, such recordings may also be made available to law enforcement, or other government officials, as needed and upon request. Video and audio recording by passengers on board is strictly prohibited; this can cause unnecessary distractions to our Coach Operator and drastically impair their ability to safely operate our motor coach, especially at night.
   18. The Company has established “safe load” capacities for each motor coach; passengers will not be permitted to exceed these “safe load” capacities, as doing so would create unsafe operation of the motor coach.
   19. All passengers are encouraged to remain in their seat and limit movement while the motor coach(es) are in motion for their safety. Passengers are to understand that walking or standing on a motor coach can be hazardous due to the possibility of sudden, abrupt stops, unexpected braking, or uneven road surface(s) which can cause passengers to fall and injure themselves or others around them. Trips to the onboard restroom, if equipped, should be timed in a manner to limit the possibility of falling or loss of balance.
   20. Various local, state, and federal laws prohibit ROLLER COACH & TOURS from accepting firearms, firearm ammunition, explosives, or controlled substances for transport; the Client understands it is illegal, therefore strictly prohibited, to carry a firearm, deadly weapon, or dangerous ordnance while accepting charter service from the Company unless otherwise “required” by law pursuant to **Ohio Revised Code 2923.12, Carrying Concealed Weapons.**

**THIS CHARTER AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OHIO, UNITED STATES OF AMERICA, WITHOUT GIVING AFFECT TO ANY PRINCIPLES OF CONFLICTS OF LAWS, AND THE CLIENT HEREBY AGREES TO THE EXCLUSIVE JURISDICTION THEREOF.**

**THE CLIENT FURTHER UNDERSTANDS THAT NO AGENT, OFFICER, MANAGER, EMPLOYEE, OR REPRESENTATIVE OF ROLLER COACH & TOURS, INC. IS AUTHORIZED TO ALTER, MODIFY, OR WAIVE, IN PART OR IN IT’S ENTIRETY, ANY PORTION OF THE AFOREMENTIONED TERMS AND CONDITIONS SET FORTH IN THIS CHARTER AGREEMENT.**