**CONTRACT AGREEMENT FOR TRANSPORTATION**

**GENERAL TERMS AND CONDITIONS**

This agreement is made and entered into this date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(enter date), by and between \_\_\_\_\_(Name of the transportation company) and \_\_\_\_\_\_\_\_\_\_\_\_(Name of the facility) herein referred to as the client.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_(Name of the transportation company) will provide scheduled transportation pursuant to the following terms and conditions:

1. Upon acceptance of this contract, \_\_\_\_\_\_(Name of the transportation company) agrees to provide transportation to and/or from the designated locations and dates of service as requested by the client.
2. Transportation shall be provided in accordance with the rules and regulations applicable in in the state of\_\_\_\_\_\_\_.
3. \_\_\_\_\_(Name of the transportation company)will always strive for on-time performance, due to heavy traffic conditions, please note pick up/drop off time estimates are **+/- 15 minutes** of scheduled time(s), based on traffic flow and weather conditions they are subject to change. Other unpredictable factors (bad traffic accidents, rider(s)ren that are late etc.) may also cause delays on occasion. Please Initial
4. Any time that your rider(s) will not require transportation as scheduled, notification must be made by the client to \_\_\_\_\_(Name of the transportation company) office no less than four (4) hours prior to the scheduled pick-up time. Notification shall be made by the client to\_\_\_\_\_(Name of the transportation company) at phone number:\_\_\_\_\_\_\_\_\_\_\_ or email address:\_\_\_\_\_\_\_\_\_\_\_. For each failure to provide this notification there will be a $25.00 service charge on the following month’s invoice. Please Initial
5. \_\_\_\_\_(Name of the transportation company) does not provide refunds or credit for cancellations. All prepaid fees are non-refundable. Please Initial
6. \_\_\_\_\_(Name of the transportation company) will do our utmost to provide reasonable drive times but drive times may change, depending on your location. All pickup and drop off times are estimates and subject to vary as our schedules changes. Please Initial
7. If for some reason, \_\_\_\_\_(Name of the transportation company) fails to pick up your rider(s) due to an unplanned or emergency situation, you will be credited with that absence on your next statement. If we are unable to continue to provide transportation for any reason, you will receive notice 10 business days prior to any change being implemented. Please Initial
8. If your request additional rides not included in this agreement, the client will be billed for the additional trips at the applicable rates. Please Initial
9. Seat belts are required for all passengers on \_\_\_\_\_(Name of the transportation company) vehicles.
10. \_\_\_\_\_\_\_(Name of the transportation company) reserves the right to terminate transportation for any rider(s) that does not cooperate with the use of seat belts or car seats for children in accordance with state regulations. Please Initial
11. The clients agrees that all \_\_\_(Name of the transportation company) vehicles are non-smoking and all riders must comply.
12. \_\_\_\_\_(Name of the transportation company) reserves the right to cancel this agreement without notice at any time due to a breach of this contract. Please Initial
13. \_\_\_\_\_(Name of the transportation company) is not liable for the health, safety or welfare of your rider(s) once your rider(s) is dropped at the agreed destination. Please Initial.
14. The cost to any damage to our property caused by a rider is the responsibility of the client. Please Initial.
15. The client will pay for any costs of transportation such as toll roads, turnpikes, or any unforeseen road fees. Please Initial.\_\_\_\_

Records

\_\_\_\_\_(Name of the transportation company) shall maintain and provide to the client upon request the the following:

1. list of drivers, both primary and substitutes
2. list of bus and van equipment that will be used in providing the contract services, along with make of equipment, year of manufacture, mileage, vehicle type, passenger size, and special equipment.
3. Staffing plan of employees, in addition to the above drivers, who will be assigned to fulfill the responsibilities under this agreement.
4. Insurance information required by the Agreement.
5. Staff training plan including materials and schedule.

**Billing Procedures**

\_\_\_\_\_(Name of the transportation will invoice the client Bi-weekly for all transportation services as requested by the client during the billing period. The rates for rides are shown on Exhibit “A.” The rates for rides established in Exhibit “A” can be amended prospectively by \_\_\_\_\_(Name of the transportation company)at any time upon thirty (30) day’s written notice to the client.

The client shall pay \_\_\_\_\_(Name of the transportation invoices within (15) business days from date of invoice. Invoices not paid within (15) days are considered past-due and will be charged a finance charge of one and half (1.5%) percent per month on the unpaid balance (annual percentage of 18%) or the maximum interest rate allowed by law, whichever is lower. The client agrees to pay the finance charge together with reasonable attorney’s fees for the cost of collection.

**Insurance**

\_\_\_\_\_(Name of the transportation company) maintains, during the term of this Agreement and any subsequent renewals, third party liability insurance coverage per incident for death or bodily injury, and property damage in accordance with state regulations. \_\_\_\_\_(Name of the transportation company) will provide, upon request, Certificates of Insurance or other evidence of coverage, and it will notify the client of any cancellation or modification of its liability insurance.

**Indemnification**

Each party agrees to indemnify and hold the other, including directors, officers, agents and workers, harmless from all claims, suits, judgments and demands arising from the indemnifying party’s negligent and/or intentional acts and omissions in the performance of the duties prescribed by this Agreement. Each party shall give the other immediate written notice of any claim, suit or demand which may be subject to this provision. This provision shall survive the termination of the Agreement.

Notices

All notices shall be in writing and shall be addressed to the parties as set forth below. Notices shall be effective upon receipt when delivered personally or upon mailing when properly addressed with postage prepaid.

\_\_\_\_\_(Name of the transportation company)

Address:

Tel. Number:

Fax

The client:

Address:

Tel. Number:

Fax

This Agreement shall insure to the benefit of and shall be binding upon the parties hereto and their respective successors and assigns.

This Agreement shall be constructed, enforced and interpreted under the laws of the State of \_\_\_\_\_\_\_\_\_\_ (Insert State).

EXECUTED on the date first written above.

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

THE CLIENT

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_Title\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

transportation company

**Exhibit “A**”

|  |  |  |
| --- | --- | --- |
| **Types of Charge** | **Weekday Business Hours** | **Weekends & Off Hours** |
| Van |  |  |
| Wheelchair – Base **Rate** |  |  |
| Stretcher – Base **Rate** |  |  |
| Additional Mileage **Fees** |  |  |
| Wait-time **Fees** (per 30 mins) |  |  |
| Group Trips |  |  |