

TRINITY UNIVERSITY
CHARTER BUS AGREEMENT

THIS CHARTER BUS AGREEMENT (hereinafter referred to as the "Agreement"), effective _____ ("Effective Date"), is made by and between Trinity University (hereinafter referred to as the "University") and _____, whose principal place of business is located at _____, (hereinafter referred to as "Charter Bus Company").

WHEREAS, the University desires to retain Charter Bus Company as a pre- approved carrier for the purpose of providing charter bus service to the University,

WHEREAS, Charter Bus Company desires to provide charter bus service to the University, as described herein;

NOW, THEREFORE in consideration of the mutual covenants and promises contained herein, the receipt and sufficiency of which is hereby acknowledged by the parties, the parties agree as follows:

1. **Services.** Charter Bus Company agrees to provide transportation services as requested by the University and mutually agreed to by Charter Bus Company and the University. Such services are hereinafter referred to as the "Services." No other services shall be performed unless this Agreement is amended as hereinafter provided.
2. **Payment.** The University shall pay Charter Bus Company for Services in accordance with the Charter Bus Company's invoice within thirty (30) days after receipt. In the event of conflict between Charter Bus Agreement and the Charter Bus Company's invoice, this Charter Bus Agreement shall prevail.
3. **Independent Contractor.** Charter Bus Company recognizes that it is engaged as an independent contractor and covenants and agrees that it shall conduct itself consistent with such status, that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of the University by reason hereof, and that it will not by reason hereof make any claim, demand or application to or for any right or privilege applicable to an officer, partner, employee or agent of the University.
4. **Term.** The term of this Agreement is five (5) years. This agreement begins on the date signed by both parties and will be reviewed for renewal as agreed upon by both parties at the end of the current term unless terminated in accordance with Section 7 of this Charter Bus Agreement.
5. **Charter Bus Company Requirements.** Charter Bus Company warrants that in performing the Services:
 - a. That Charter Bus Company has a "Satisfactory" rating with the Federal Motor Carrier Safety Administration and that all buses provided for transportation for the University are subject to routine safety and maintenance inspections. Charter Bus Company will immediately notify the University should their rating with the Federal Motor Carrier Safety Administration fall below "Satisfactory."
 - b. That all buses and equipment necessary to fulfill this Agreement are clean, in good working order, and conform to proper standards of the industry.
 - c. That all driving staff provided are employees of Charter Bus Company, are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
 - d. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
 - e. That all driving staff provided conform with all applicable requirements for motor carrier drivers.

- f. That all driving staff provided are prepared with routing information.
 - g. That Charter Bus Company will make every reasonable attempt to accommodate the University with transportation with little or no notice in the event of an emergency evacuation or as deemed necessary by the University.
 - h. That all of the services to be performed by Charter Bus Company under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.
 - i. That Charter Bus Company has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this contract, and the individual executing the contract on behalf of Charter Bus Company has been duly authorized to act for and bind the company.
 - j. That all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by Charter Bus Company and its drivers.
 - k. Charter Bus Company agrees that it will not assign any individuals, subcontractors, agents, consultants, etc. to Trinity University who have not successfully completed a criminal background check and drug screen. Charter Bus Company further agrees that it will immediately remove any employees, subcontractors, agents, consultants, etc. who are performing Services for the UNIVERSITY who have not successfully completed a criminal background check or drug screen as required by this policy. Upon such removal, Charter Bus Company shall notify the UNIVERSITY of the action but, in the interest of privacy, need not specify the underlying conduct that gave rise to the removal.
6. **Indemnification.** Charter Bus Company does hereby indemnify and shall hold harmless the University, its trustees, officers, employees, agents, volunteers, guests and contractors (each of the foregoing being hereinafter referred to individually as “Indemnified Party”) from any and all claims, including work-related claims of Charter Bus Company, its employees, independent contractors, subcontractors, or agents, illnesses, including outbreaks of contagious or infectious disease of Charter Bus Company, its employees, independent contractors, subcontractors or agents, demands, causes of action, actions, judgments, or other liability, including attorneys’ fees (other than liability solely the fault of the Indemnified Party) arising out of, resulting from, or in connection with, this Agreement and which are caused in whole or in part by any negligent act, negligent omission or willful misconduct of Charter Bus Company, anyone directly or indirectly employed by Charter Bus Company, or anyone for whose acts Charter Bus Company may be liable. Charter Bus Company’s obligation to indemnify any Indemnified Party will survive the expiration or termination of this Agreement by either party for any reason.
7. **Termination.**
- a. Each party has the right to terminate this Agreement immediately if the other party breaches, is in default of any obligation hereunder, or otherwise performs the Services in an unsatisfactory manner.
 - b. The University may terminate this Agreement immediately by written notice to Charter Bus Company and may regard Charter Bus Company in default of this Agreement if Charter Bus Company becomes insolvent, makes a general assignment for the benefit of creditors, files a voluntary petition of bankruptcy, suffers or permits the appointment of a receiver for its business or assets, or becomes subject to any proceeding under any bankruptcy or insolvency law, whether domestic or foreign, or has wound up or liquidated business, whether voluntary or otherwise.
 - c. Either party shall have the right to terminate this agreement without cause at any time giving thirty (30) days notice in writing to the other party. Upon notice of cancellation by Charter Bus Company,

Charter Bus Company shall be required to fulfill all outstanding obligations for scheduled trips or reimburse the University for any difference in cost for a rescheduled trip resulting in a higher expense to the University.

8. **Assignment.** This Agreement is a personal service contract for the services of Charter Bus Company, and Charter Bus Company's interest in this Agreement, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated to any party without the prior written approval of the University and any attempt to do so shall be void and of no effect.

9. **Insurance.**

a. During the term of this Agreement, Charter Bus Company, at its sole cost and expense, shall provide commercial insurance of such type and with such terms and limits as may be reasonably associated with this Agreement. At a minimum, Charter Bus Company shall provide and maintain the following coverage and limits:

i. **COMMERCIAL GENERAL LIABILITY** – Policy must name the University as an Additional Insured and provide the minimum coverage limits of:

\$1,000,000 Per Occurrence
\$1,000,000 Aggregate
\$1,000,000 Personal and Advertising Injury

ii. **AUTOMOBILE LIABILITY INSURANCE** – Limits required will be \$5,000,000 per occurrence as required by the Federal Motor Carriers Act. Coverage must include the uninsured motorists/underinsured motorist's coverage. The University must be named as Additional Insured on the auto liability policy.

iii. **WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY** – Charter Bus Company shall provide and maintain worker's compensation insurance, applicable in the state where the work is performed, to also include employer's liability coverage with minimum limits of \$1,000,000, covering all Charter Bus Company's employees who are engaged in any work under the scope of this Agreement. Neither University nor University's workers' compensation insurance shall cover Charter Bus Company or Charter Bus Company's employees, independent contractors, subcontractors, or agents for any injuries or harm incurred by Charter Bus Company or Charter Bus Company's employees, independent contractors, subcontractors, or agents while performing services under this Agreement.

b. Providing and maintaining adequate insurance coverage is a material obligation of Charter Bus Company and is of the essence of this Agreement. All such insurance shall satisfy all laws of the State of Texas. Such insurance coverage shall be obtained from companies that are authorized to provide such coverage and that are authorized by the commissioner of insurance to do business in Texas. Charter Bus Company shall at all times comply with the terms of such insurance policies, and all requirements of the insurer under any of such insurance policies, except as they may conflict with existing Texas laws or this Agreement. The limits of coverage under each insurance policy maintained by Charter Bus Company shall not be interpreted as limiting Charter Bus Company's liability and obligations under the Agreement.

c. It is agreed that the coverage as stated shall not be canceled or changed until thirty (30) days after written notice of such termination or alteration has been sent by registered mail to the University.

10. **Records.** Charter Bus Company agrees to keep accurate records of safety, maintenance, financial or working

process and any records relative to the performance of this Agreement. Charter Bus Company further agrees that such books and records shall be subject to inspection and audit by any person designated by the University at all reasonable times during Business hours. Charter Bus Company shall retain all books, records, and other documents concerning performance of this Agreement for at least three (3) years after termination of this Agreement or Final payment under it.

11. **Waiver.** No delay or omission by either of the parties hereto in exercising any right or power accruing upon the non-compliance or failure of performance by the other party hereto of any of the provisions of this contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained. Any such waiver must be in a properly signed writing in order to be effective, and no such waiver of waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.
12. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.
13. **Severability.** In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceable provision had not been included herein.
14. **Enforcement.** It is acknowledged and agreed that Charter Bus Company's services to the University are unique, which gives Charter Bus Company a particular value to the University and for the loss of which the University cannot be reasonably or adequately compensated in damages; accordingly, Charter Bus Company acknowledges and agrees that a breach by Charter Bus Company of the provisions hereof will cause the University irreparable injury and damage. Charter Bus Company, therefore, expressly agrees that the University shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this contract, but only if the University is not in breach of this Agreement.
15. **Counterparts.** This Agreement may be executed in multiple identical counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute one and the same instrument. Reproductions, facsimiles and copies of the original signatures shall be binding as the executed original.
16. **Force Majeure.** Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes (other than strikes by Charter Bus Company employees), pandemics, epidemics, or other outbreaks of diseases or other infections, war, riots, flood, fire, sabotage, or any other circumstances of like character. In the event of a force majeure cancellation, Charter Bus Company must reimburse the University for deposits and/or payments received for services that have not been rendered or reschedule upon mutual agreement of both parties.
17. **Applicable Law.** This Agreement shall be governed by the laws of the State of Texas and jurisdiction in the state and federal courts of Bexar County, Texas.
18. **No Waiver.** Any failure or delay in the enforcement of the rights detailed in this Agreement by Charter Bus Company or the University shall not constitute a waiver of those rights or be deemed a basis for estoppel. Charter Bus Company and the University may exercise their rights under this Agreement despite the delay or failure to enforce the rights.
19. **Entire Agreement.** This Agreement supersedes all prior agreements, written or oral, between Charter Bus Company and the University and shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. In the event of conflict between this Charter Bus Agreement and

any terms and conditions of Charter Bus Company, this Charter Bus Agreement shall prevail. This Agreement and each of its provisions and Exhibits shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by an authorized representative of the University and Charter Bus Company.

IN WITNESS WHEREOF, the parties hereby acknowledge and agree that each has read, understood and agrees to each of the terms of this Agreement as set forth above.

CHARTER BUS COMPANY

Signature

Printed Name: _____

Title: _____

Date: _____

TRINITY UNIVERSITY

Signature

Printed Name: _____

Title: _____

Date: _____