

# Progressive Travel, Inc. Motorcoach Division

## Terms and Conditions

Thank you for choosing Progressive Travel for your upcoming motorcoach trip. You can expect professional drivers with the best safety record of any motorcoach company in the Midwestern United States. Our highly optioned coaches are clean, well maintained and ready for your outing. The following is a list of terms and conditions that are part of your contract with Progressive Travel, Inc. and is intended as a general guideline.

1. **Federal Motor Carrier Safety Administration Regulations:** The F.M.C.S.A. has specific hours of service rules to protect both the customers who ride our motorcoaches and the company. Drivers are limited to 10 hour driving periods after which they must have eight (8) consecutive hours of off duty time. Drivers are not allowed to deviate from the charter orders as stated in the charter contract without prior office approval. Additional hours will be billed at \$75 per hour to the chartering customer.
2. **Deposits and Final Payments:** Deposits and signed confirmation are due within 10 days after receiving them from our office. Final Payments are due seven (7) days prior to departure. Bookings that are made within seven (7) days prior to departure must be paid in full at the time of the booking with cash, check or credit card. If a check is used then a credit card is necessary to guarantee the reservation. A fee of three (3) percent will be added to all bookings done by credit card.
3. **Cancellation:** There is no cancellation penalty for one day trips cancelled 72 hours prior to departure. Multiple day trips that cancel 14 days prior to departure will not incur a cancellation penalty. Multiple day trips that cancel between 13 days and three (3) days (72 hours) of departure will have 75 percent of their funds returned. Multiple day trips cancelled within 72 hours of departure will have 50 percent of their funds returned.
4. **Parking Fees, Hotel Rooms and other Permits:** Parking fees and any other special event fees are not included in the contract price and must be paid by the customer. Hotel room costs for the driver may or may not be included in the contracted charter price depending upon the nature of the trip. Please carefully review your contract or call our office if there are questions regarding the hotel room costs.
5. **Liabilities, Delays and Travel Schedules:** Progressive Travel, Inc. will not be liable for delays caused by an Act of God, accidents, breakdowns, poor road conditions, weather, traffic, and/or any other condition beyond the control of Progressive Travel, Inc. There is no stated or implied guarantee to arrive or depart from any location at a specified time. If the group must arrive at a destination at a specific time the itinerary developed by the chartering group must allow for sufficient travel time, including weather and traffic delays, road construction, meal and rest stops, loading/unloading of the motorcoach and any other concerns that may impact the travel schedule.
6. **Itineraries:** Information necessary to properly execute the trip must be received by our office no less than 10 days prior to departure. The itinerary should include all listed stops with names, addresses and telephone numbers for each stop. The itinerary must comply with all federal laws (see #1 above). Progressive Travel, Inc. cannot be held responsible for delays incurred due to insufficient information or poorly planned customer itineraries. Progressive Travel, Inc. does provide itinerary planning services. Please contact our office with any questions you may have in regard to our staff assisting in planning your itinerary.
7. **Additional Charges:** Progressive Travel, Inc. reserves the right to incorporate additional charges as listed below:
  1. **Additional Driving Hours:** Should the trip exceed the allotted times that are stated on the itinerary provided by the customer, the group will be billed at \$75 per hour.
  2. **Cleaning Fees:** Should extra time be required to clean the motorcoach at the conclusion of the trip, a fee of \$75 per hour will be charged to the group. All groups are required to remove all food and beverage items as well as any large pieces of garbage or debris left on the coach.
  3. **Fuel Surcharge:** Progressive Travel, Inc. reserves the right to adjust the contracted price with a fuel surcharge should fuel prices change after the trip has been booked.
  4. **Interior Damage:** Should any portion of the interior of the motorcoach be willfully damaged by the group, Progressive Travel, Inc. will bill the group for the necessary repair/replacement of any item(s) damaged.
8. **Seating and Safety Concerns:** Each passenger on board the motorcoach is required to have their own seat. The stated capacity of the vehicle cannot be exceeded. If a passenger is required to be in a car seat because of their size/age, the group must provide a legal car seat which will be located in a seat at the rear of the motorcoach.

Progressive Travel, Inc. seatbelt policy states that any vehicle equipped with three point seatbelts requires that the occupant of the seat wear the seatbelt. Failure to do so by the occupant releases Progressive Travel, Inc. from any/all liability associated with an injury sustained by said occupant. All passengers are required to stay seated while the motorcoach is moving. Chartering groups are required to provide adequate supervision and discipline.

9. **Alcoholic Beverages:** All beverages that contain alcohol must be pre-approved prior to departure. No glass containers are allowed. No coolers can be stored on seats or in the aisle. No kegs are allowed. Only coolers that fit under the seats or in the overhead parcel racks are allowed on board the motorcoach.
10. **Smoking and Tobacco Products:** There is no smoking of tobacco products or electronic cigarettes on board the motorcoach or within 25 feet of the entrance(s) of the motorcoach. There is no chewing tobacco allowed on the motorcoach.
11. **Baggage:** All baggage will be loaded/unloaded by the driver or under the supervision of the driver. Any damage done to baggage during loading/unloading that was not handled by the driver or under their supervision is not the responsibility of Progressive Travel, Inc. Baggage and other equipment stowed in the luggage bays can shift during transport. Any items damaged that are not in steel flight cases will not be the responsibility of Progressive Travel, Inc. All baggage must be removed from the motorcoach each night. Should a group request to leave luggage or other items on board the motorcoach overnight, they do so at their own risk. Progressive Travel, Inc. is not responsible for any items that are lost or stolen while on board the motorcoach.
12. **Lost or Stolen Articles:** Items that have been left on the motorcoach will be kept for a period of seven days. After that time the articles will be donated or disposed of. Any items that are lost or stolen are not the responsibility of Progressive Travel, Inc.
13. **Entertainment Package Considerations:** The operation of the Entertainment Package on each motorcoach is at the sole discretion of the motorcoach operator. The operator has the authority to discontinue any video or audio source that is considered offensive. The motorcoach operator has control of the volume of the sound system. Group leaders and/or passengers will not adjust the volume of the sound system without the approval of the motorcoach operator. Any videos shown onboard motorcoaches are considered to be a public performance and therefore are protected by all copyright laws. Progressive Travel, Inc. pays a license fee for all videos to be shown onboard our motorcoaches by our company. Customers are welcome to bring their own DVD's to be shown on our motorcoaches but do so at their own risk to copyright infringement laws. No DVD's will be shown that exceed a PG-13 rating. DVD's that are damaged will not be reimbursed.  
Indemnification Policy: Charter party/Tour Operator/Lessee, pursuant to the copyright laws of the United States and other applicable laws, including all international copyright laws, treaties and conventions, shall obtain from the owners, their agents or other licensor of the copyright and other intellectual property rights, all licenses and other grants and other permission necessary for the public performance of all music, other audio and visual material presented or sponsored by tour operator. Lessee on the vehicle(s) shall make all required royalty, license, and any other payments which may be required, to the extent, if any, that the vehicle Owner/Operator /Lesser shall be required to obtain any such licenses, grants and permissions and/or make royalty, license or any other payments as a result. Charter party/Tour Operator/Lessee shall pay for reimbursement to vehicle owner/operator/lesser the full cost, including taxes and administrative fees, if any, of such payments.
14. **Liability:** Progressive Travel, Inc. reserves the right to terminate service if the safety of drivers, passengers or the vehicle becomes compromised. Passengers deemed a safety threat may be removed from the vehicle at any time, without prior notice, without liability to Progressive Travel, Inc. The customer shall be responsible for the conduct of the passengers on the trip, both on and off the motorcoach. The carrier will not be liable for any personal injury or property damage caused by any conduct or misconduct of any member of the group being transported and the customer agrees to indemnify and hold harmless the carrier from any liability or damage the carrier may suffer as a result of claims, demand, costs, or judgments against the carrier arising out of the conduct or misconduct of the charter party's passengers. The customer releases and holds Progressive Travel, Inc. its agents and employees harmless from all claims for loss or damage to any person or property caused by the conduct or misconduct of the customer.