



Bus Charter Agreement and Terms

By hiring Lightning Taxi for chartered transportation service, you warrant that you have read, understand, and agree that you shall be bound by the terms and conditions of this Agreement.

1. Interpretation

In this Agreement:

<i>Client or you</i>	means you, your company, and/or any client or other entity whom you are representing.
<i>Date of Service</i>	means the date that your chartered transportation is scheduled for or, in the case of a charter that spans multiple dates, the earliest date that your chartered transportation is scheduled for.
<i>Itinerary</i>	means the document developed by <i>Lightning Taxi</i> in collaboration with the <i>Client</i> which details the schedule, vehicle assignments, and contact information for the <i>Client</i> and any <i>Point of Contact(s)</i> .
<i>Lightning Taxi</i>	means Lightning Transport Systems Ltd. dba Lightning Taxi and its employees, representatives, executives, shareholders, drivers, contractors, suppliers, or contracted service providers.
<i>Originating Area</i>	means the geographic area from which <i>Lightning Taxi</i> is authorized in its Passenger Transportation License to begin service. This area includes: <ul style="list-style-type: none">• Pender Island, BC, Canada
<i>Passengers</i>	means any person who boards, uses, or attempts to board or use a <i>vehicle</i> as part of the chartered transportation service.
<i>Point of Contact</i>	means an individual specified by the <i>Client</i> who is authorized to order changes to the <i>itinerary</i> or to order additional time.
<i>Vehicle</i>	means the car(s), van(s), bus(es), or any other vehicle(s) or equipment used by <i>Lightning Taxi</i> while providing the chartered transportation service.

2. Client's Responsibilities

- 2.1. The *Client* is responsible for the conduct and actions of all *Passengers*.
- 2.2. The *Client* agrees to provide accurate contact information to *Lightning Taxi* for *Point of Contact*. The *Client* agrees that at least one such individual will be available for contact for the entire duration of the chartered transportation service.
- 2.3. The *Client* agrees to collaborate with *Lightning Taxi* on the development of an *Itinerary* for the requested chartered services.



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3. Deposit, Payment, Changes, and Cancellations

- 3.1. A non-refundable deposit of an amount specified by *Lightning Taxi* is required for reservations made more than 14 days prior to the scheduled *Date of Service*.
- 3.2. Full payment is required as follows:
 - a. For reservations made within 14 days of the *Date of Service*,
 - i. immediately upon making the reservation, or
 - ii. in *Lightning Taxi's* sole discretion, by a date specified by *Lightning Taxi*.
 - b. For all other reservations, 14 days prior to the *Date of Service*.
- 3.3. Failure to provide full payment by the date specified will result in cancellation of your reservation and forfeiture of all amounts paid.
- 3.4. Cancellations made in writing or by email more than 14 days prior to the *Date of Service* are subject to forfeiture of any deposit amounts and/or change fees paid; amounts paid towards the balance of chartered transportation service rates will be refunded.
- 3.5. Cancellations made less than 14 days prior to the *Date of Service* are subject to forfeiture of all amounts paid.
- 3.6. If *Lightning Taxi* arrives at a scheduled pick-up location according to the *Itinerary* and the *Client*, a *Point of Contact*, or *Passengers* are not present:
 - a. Subject to 3.6.b, if *Lightning Taxi* is unable to contact a *Point of Contact* or the *Client* with the contact information provided within 60 minutes, the trip may be considered a no-show and the remainder of the reservation cancelled with the forfeiture of all amounts paid.
 - b. The *Itinerary* may specify one or more pick-up locations at which 3.6.a will not apply.
- 3.7. Changes to reservations are subject to
 - a. *Lightning Taxi's* ability to fulfil the requested changes, as determined at *Lightning Taxi's* sole discretion, and
 - b. Payment of any additional fees specified by *Lightning Taxi*
- 3.8. Any inability of *Lightning Taxi* to fulfil requested changes to the reservation does not waive any part of section 3.
- 3.9. The *Client* agrees not to dispute any charges, payments, or fees made to the *Client* in connection with the chartered transportation service which were consistent with these terms. In the event the *Client* does make such a dispute, the *Client* agrees to pay any related fees that *Lightning Taxi* incurs while handling the dispute, including without limitation fees charged by payment providers or financial institutions or other costs incurred while enforcing or collecting payment of any disputed charges or fees.

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4. Vehicle Selection

- 4.1. *Lightning Taxi* reserves the right to substitute the *Vehicle(s)* used for the chartered transportation service with similar *Vehicle(s)* that can complete the chartered transportation service according to the *Itinerary*. Amenities such as on-board WiFi or electric outlets are complimentary and are not guaranteed to be available or operational.
- 4.2. *Lightning Taxi* may reserve a number of seats on a *Vehicle* for any additional drivers or staff required for the performance of the chartered service.

5. Overtime and Additional Costs

- 5.1. Service charges begin when the *Vehicle* departs from *Lightning Taxi's* depot and end when the *Vehicle* returns to *Lightning Taxi's* depot, except:
 - a. If the *Itinerary* lists a gap between times that the vehicle is driving of 60 minutes or longer and the *Itinerary* does not specify that the *Vehicle* should remain dedicated to the charter during such an interval (i.e. if the *Vehicle* is expected to wait until passengers are ready), service charges are not applicable for that interval.
- 5.2. The *Client* is responsible for any additional time required beyond the time specified in the *Itinerary*. Additional time must be approved by the *Client* or a *Point of Contact*. Additional time will be charged at the same hourly rate as the rest of the chartered service. *Lightning Taxi* cannot guarantee that additional time will be available and shall not be liable for any delays or costs incurred due to an inability to provide the additional time.
- 5.3. For overnight charters outside of *Lightning Taxi's* *Originating Area*, the *Client* agrees to arrange for appropriate lodging for *Lightning Taxi's* driver(s) and any additional staff required for the performance of the chartered service. Appropriate lodging shall consist of a private room with a clean bed, private shower, and private bathroom.
- 5.4. The *Client* is responsible for repaying additional costs *Lightning Taxi* incurs while performing the chartered service, including but not limited to:
 - a. ferry fares,
 - b. tolls,
 - c. parking fees,
 - d. driver's lodging if the *Client* does not arrange for appropriate lodging,
 - e. costs to repair any damage to the *Vehicle(s)* caused by the *Client* or *Passengers*, and
 - f. one or more excessive soiling fees of a minimum of \$200 in the event a greater-than-typical amount of time or supplies are required to clean the *Vehicle(s)* at the conclusion of any contiguous segment of the chartered service.
- 5.5. *Lightning Taxi* may, at its sole discretion, require a deposit towards additional costs. In this case, *Lightning Taxi* will deduct any additional costs from the deposit, then refund any balance within 5 business days after the conclusion of the chartered service. If additional costs exceed the amount of the deposit, the *Client* agrees to pay the balance.

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- 5.6. *Lightning Taxi* will send an invoice to the *Client* within 5 business days after the conclusion of the chartered service for any charges for additional time and/or additional costs. The *Client* agrees to pay the invoice by the due date listed on the invoice.

6. Pets and Guide and Service Dogs

- 6.1. Pets and animals are not permitted on board a *Vehicle* except in the following circumstances:

- a. Pursuant to the Guide Dog and Service Dog Act, guide and service animal and handler teams are permitted on board when:
 - i. the guide or service dog wears its leash or harness,
 - ii. the handler produces their Guide Animal Certificate if requested,
 - iii. the guide or service dog is clean, healthy, well-groomed, and free of offensive odours, and
 - iv. the guide or service dog is well-behaved.
- b. Small fur-bearing pets are permitted when contained in secure, hand-held pet carriers which are small enough to fit on the *Passenger's* lap, or
- c. The *Client* has arranged with *Lightning Taxi* for a *Vehicle* which has a separate compartment for transporting pets and the pet is transported in the separate compartment.

- 6.2. The *Client* must inform *Lightning Taxi* if any *Passengers* will be travelling with pets or a guide/service dog. If the *Client* does not inform *Lightning Taxi* of a pet or guide/service dog, *Lightning Taxi* cannot be held liable for any delays or costs associated with finding a replacement driver in the event *Lightning Taxi's* driver is unable to complete the service due to health restrictions.

7. Prohibited Items, Behaviour, and Right to Refuse Service

- 7.1. Section 76 of the Liquor Control and Licensing Act prohibits liquor in a motor vehicle. Violation is subject to fines and 100% confiscation and disposal. The *Client* agrees not to permit *Passengers* to board a *Vehicle* with liquor in a container with a broken seal, or to otherwise permit *Passengers* to possess liquor in a container with a broken seal while in a *Vehicle*.
- 7.2. Section 81 of the Cannabis Control and Licensing Act prohibits cannabis in a motor vehicle. Violation is subject to fines and 100% confiscation and disposal. The *Client* agrees not to permit *Passengers* to board a *Vehicle* with cannabis or to otherwise permit *Passengers* to possess cannabis while in a *Vehicle*, except for cannabis which was produced by a federal license holder and is still in the original packaging with an unbroken seal.
- 7.3. It is unlawful to possess a burning cigarette, cigar, pipe, or other device containing tobacco, nicotine, or other substances, to consume cannabis, or to utilize e-cigarette and/or vaporizing devices while on board a *Vehicle*. The *Client* agrees not to permit *Passengers* to perform such actions.
- 7.4. Firearms, weapons, and fuel containers are not permitted on any *Vehicle* at any time.

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- 7.5. Food and liquids are not permitted on any *Vehicle*, except:
- food carried in a closed, spill-proof container, or
 - in *Lightning Taxi's* sole discretion and if satisfied that the liquid is not liquor, liquid carried in a spill-proof container with a resealable lid (i.e. a retail-packaged water bottle that the driver observed was sealed at the time of boarding).
- 7.6. The *Client* agrees to allow *Lightning Taxi* to, in *Lightning Taxi's* discretion, search the bags or personal belongings of each *Passenger* for the purpose of ensuring illegal items are not brought on board a *Vehicle* and to confiscate and dispose of any such items.
- 7.7. The *Client* agrees to inform *Passengers* of the restrictions related to illegal or prohibited items.
- 7.8. The *Client* agrees to pay a fee of \$50.00 for each infraction and/or confiscation related to illegal or prohibited items; in addition, any fines related to illegal or prohibited items will be billed to the *Client*.
- 7.9. The *Client* agrees that all *Passengers* on board a *Vehicle* shall remain seated while the *Vehicle* is in motion.
- 7.10. *Lightning Taxi* is bound to comply with the Motor Vehicle Act and Regulations, including requirements around hours of service. *Lightning Taxi* reserves the right to refuse to provide service what would cause *Lightning Taxi's* drivers to exceed hours of service limits or otherwise cause *Lightning Taxi* to violate any applicable legislation.
- 7.11. *Lightning Taxi* may refuse service to individual *Passengers*, terminate any service or portion thereof, or require individual *Passengers* to exit a *Vehicle* if:
- the actions or behaviour of the *Client* or any *Passengers* put *Lightning Taxi's* employees or drivers, the *Vehicle*, or any other *Passengers* in danger or at risk of injury or damage,
 - the *Client* or any *Passengers* act in an unruly or inappropriate manner or verbally abuse/harass the driver,
 - any *Passengers* are in possession of any illegal or prohibited material, substance, or items,
 - any *Passengers* violate the terms of this agreement, or
 - continuing to perform the service would cause *Lightning Taxi* to violate the law or applicable legislation.
- 7.12. In the event *Lightning Taxi* decides to refuse service, *Lightning Taxi* is not liable for any related costs, including but not limited to the cost to secure alternative transportation. *Lightning Taxi* may, but is not compelled or obligated to, assist with the arrangement of alternate transportation; the *Client* will be required to pay any costs incurred by *Lightning Taxi*.

8. General Provisions

8.1. Time

Time is of the essence in this Agreement.

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8.2. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of British Columbia.

8.3. Warranties and Disclaimers

Lightning Taxi's services are provided on an "as is" and "as available" basis without any warranty or condition of any kind, express or implied. *Lightning Taxi* hereby expressly disclaims all warranties of any kind, whether express or implied, relating to its services.

Lightning Taxi does not warrant or guarantee arrival or departure from any point at a specified time but will endeavor to maintain the schedule listed in the *Itinerary*. *Lightning Taxi* shall not be liable if an Act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or dangers incident to a state of war, accidents, breakdowns, conditions of the road, snow storms, and/or any other conditions beyond its control make it, in the opinion of *Lightning Taxi*, inadvisable to operate *Vehicles* at any point on the route required to fulfil the *Itinerary*. *Lightning Taxi* shall not be liable therefore or be caused to be held liable for damage for any reason whatsoever.

Lightning Taxi shall not be liable for the loss of any items of personal property or baggage stored in the *Vehicle(s)*. Each *Passenger* shall be responsible for that *Passenger's* own personal property and baggage. Baggage and all other property is handled at the *Passenger's* own risk.

8.4. Limitation of Liability

Lightning Taxi shall not be liable in any event or for any reason, including breach of this agreement, either directly or indirectly, to the *Client* or *Passengers* or any other part or any third party for any special, indirect, incidental, punitive, exemplary, or consequential damages or losses including loss of profits arising out of this agreement, even if such damages were foreseeable or either party has been advised of the possibility of such damages.

8.5. Indemnification

The *Client/You* agree to indemnify and hold harmless *Lightning Taxi*, its affiliates, partners, directors, officers, agents, and suppliers from and against any and all claims, suits, proceedings, liabilities, damages, losses, fees, and expenses (including attorney's fees) arising out of or in relation to any claims resulting from the *Client's/your* breach of any of the terms in this Agreement.

8.6. Severability

If any portion or provision of this Agreement is unenforceable or invalid for any reason whatsoever, such portion or provision shall be severable from the remainder of this Agreement and the remainder of this Agreement shall continue to be in full effect.

8.7. Waiver

The failure of either party at any time to require strict performance by the other of any term or provision of this Agreement shall not constitute a waiver of such or any other term or

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provision of this Agreement, nor shall it constitute a waiver of any succeeding breach of any other term or provision of this Agreement.

8.8. **Survivability**

Certain provisions of this agreement will survive the expiration or termination of this Agreement for a prescribed period of time, as follows:

- a. The *Client's* obligations under section 3.9 shall survive the expiration or termination of this Agreement and shall continue indefinitely from the date of such expiration or termination.

The *Client* agrees to the terms and conditions as set out in this Agreement.

Client Signature

Client Name

Date Signed