Terms and Conditions (Page 1 of 2)

Holiday Tours is committed to providing the highest level of service available. As anyone who has ever traveled by motorcoach, railway, aircraft, or automobile can attest, on the road failures do occur. Our commitment is to minimize the likelihood of a failure by utilization of a thorough Preventative Maintenance Program, maintaining a highly skilled vehicle support staff operating in state of the art facilities, and continuing driver education classes. Further, in the event of a failure, we commit to react quickly. Our drivers have access to a 24 hour hotline enabling contact with a principal of Holiday Tours. We at Holiday Tours consistently re dedicate ourselves to delivering a superior product.

The US Department of Transportation limits the amount of time a driver can be on duty, after which he must leave eight consecutive hours off duty. This offer of service contemplates that every driver who provides service will be in compliance with regulations.

The cost for your trip is based on the itinerary as disclosed. Any deviation in your itinerary could result in a price change. (Note: If you have not supplied your exact itinerary, please forward a copy at least 14 days prior to departure. This will ensure that your trip will run as smoothly as possible.)

It is the responsibility of the Group Leader to verify that all passengers are accounted for at all stops. Before departing any location, the Group Leader MUST make absolutely sure that all passengers are on board the coach, and to relay this information to the driver.

Holiday Tours cannot be held responsible for delays, or liabilities arising from delays, as a result of acts of God, traffic and/or road conditions, highway construction, mechanical failure, detours, direction of highway enforcement personnel, or any other condition beyond this direct control of Holiday Tours.

This contract is for the use of equipment only. Any damage caused by any member of the group in excess of normal wear will be the financial responsibility of the contracting party and the group. Lifts on lift-equipped buses have a maximum weight limit of 660 pounds. This limit applies to the combined load, including the individual and any necessary equipment in use such as a wheelchair or other mobility aid.

It is our goal to meet the specific needs of our customers with the type of equipment they request. While we do everything in our power to meet these requests, Holiday Tours cannot guarantee any specific type of motorcoach or optional equipment. In some instances, it may be necessary for Holiday Tours to substitute another carriers equipment to service the needs of our customers. If this occurs, Holiday Tours will assure you that the substitute company must provide the same level of performance and service that we would provide.

If your trip involves multiple days, unless otherwise noted on the first page of the contract, the price as quoted is based on the group providing lodging for our driver while on the trip. Please be sure to reserve an extra room for the driver in your room block at each hotel (one room per driver).

In common with other tour companies, Holiday Tours acts solely as agent for transportation companies, hotels, restaurants and other providers of travel services, and therefore, Holiday Tours does not assume any liability for injury, damage, loss, accident of delay due to any act or default of any company or person engaged in transporting the passengers or rendering any other travel service.

In the event that a payment is returned to Holiday Tours by your bank for any reason, a $25 service fee will be charged. In the event credit is extended from Holiday Tours to the contracting party, the contracting party agrees to pay promptly and according to the terms stated on the statement. In the event that payment is not received within the stated terms, the contracting party agrees to pay all necessary interest, penalties, and fees. Further, if collection becomes necessary, the contracting party agrees to pay all costs of collection in addition to the above stated charges as well as the contracted price.

Copyright and Other Intellectual Property Obligations: the Group Leader/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 permissions necessary for the public performance of all music, other audio and visual materials presented or sponsored by Group Leader/Lessee on the leased vehicles, and shall make all required royalty, license and any other payments which may be required. To the extent, if any, that Vehicle Owner/Operator/Lessor shall be required, to obtain any such licenses, grants and permissions and/or to make royalty, license or any other payments as a result, Group Leader/Lessee shall pay for or reimburse to Vehicle Owner/Operator/Lessor the full costs, including taxes and administrative fees, if any, of such payments. The audio and video systems are optional equipment on our coaches, that are offered for use to our customers free of charge. Holiday Tours is not responsible for loss or damage to any items that are played on our coaches.

Indemnification: Group Leader/Lessee shall indemnify, defend and hold harmless Vehicle Owner/Operator/Lessor and its officers, directors, agents, and employees, and each of them, from and against any and all actions, causes of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever kind and nature, including judgements, interest and attorneys fees (matters) which Vehicle Owner/Operator/Lessor or its officers, directors, agents and employees, and each of them, shall or may at any time, or from time to time, subsequent to the date of this Agreement, sustain or incur, or become subject to, involving with respect to or relating to any breach by Group Leader/Lessee of any provision of this Agreement or any other contract with Vehicle Owner/Operator/Lessor or the infringement or alleged infringement of any copyright, trademark, or other proprietary rights of others or the acts or omissions of Group Leader/Lessee pursuant to this Agreement.

Baggage & Carry-ons: Passengers are limited to 70 pounds of total baggage per person. This includes all forms of cargo including, but not limited to: carry ons, baggage, wheelchairs, motorized wheelchairs (including carts and scooters), air tanks, walkers, computers, radio/tv, or any other items they wish to place inside or underneath the motorcoach. Items in excess of the passenger’s 70 pound allowance will be accepted on a space available basis only. Generally, this will be determined on the morning of departure. Individual items weighing over 70 pounds will obviously only be accepted on a space available basis. Additionally, these items will require people accompanying that passenger to be able to load and unload that item from the motorcoach as we cannot expect the driver to handle parcels in excess of 70 pounds. If the item may be disassembled such that no single piece exceeds the 70 pound limit, then it may be handled on a space available basis. The driver cannot be responsible for assembly/disassembly. These rules are necessary to insure all passengers may include their luggage on overnight trips. Motorcoach baggage space is limited, so there must be limitations on passenger cargo as well.
Bus Signage by Groups: For groups wishing to attach signage to the exterior of the bus, this is only allowed on the glass portions on the sides of the bus. Anything used to adhere the sign to the windows of the bus may not extend to touch any painted surface.

Don'ts:
- No duct tape.
- No hot glue.
- No caustic materials.
- No adhesive materials should extend to any painted surface.

Any damage to the bus due to signage removal will be the responsibility of the chartering group.

I have read and agree to all terms listed in these terms and conditions.

______________________________  ____________________________
Signature                             Date