

TERMS & CONDITIONS: 1) Please email, fax, or mail a detailed itinerary including addresses of all locations to be visited 21 days prior to departure. 2) The chartering party is responsible for providing our driver with a single, non-smoking motel room on overnight trips unless otherwise specified. 3) The chartering party is responsible for all tolls, parking, ferry, and entrance fees incurred on this trip. 4) Driver's gratuity is not included in this price (suggested gratuity is \$1-2.00 per person per day). If we do not receive full payment and a final itinerary 21 days prior to your trip, we reserve the right to release your motorcoach.

AMENITIES: All Windstar Lines, Inc. deluxe motorcoaches come equipped with: DVD player, PA system, restroom, reclining seats, armrests, footrests, individual light & air controls, and air conditioning.

RESPONSIBILITY: Windstar Lines, Inc. shall not be liable for delay or non-performance resulting from road failure, road or weather conditions, labor difficulties, or any other cause beyond their control.

DAMAGE & INDEMNITY: The chartering party will be liable for any damage to the bus or its contents that is caused by the passengers. Only Windstar Lines motorcoach operators will be allowed to open and close luggage doors. The chartering party agrees to be responsible for any and all loss, cost, damage and expenses occasioned by, or arising out of any accident or other occurrence that is found to be the fault of the chartering party including but not limited to negligence and intentional acts. This includes anything due directly or indirectly to the use of alcohol by the chartering party or any of its members.

CARRIER: Windstar Lines, Inc. reserves the right to use leased equipment to fulfill this agreement. In this instance, if you chartered a 49 passenger motorcoach, you may receive a comparable 47 passenger motorcoach. If you chartered a 57 passenger motorcoach, you may receive a comparable 55 passenger motorcoach.

FOOD & BEVERAGE: With the exception of sunflower seeds, food and non-alcoholic drinks are allowed on the motorcoach. Canned beer is the only alcoholic beverage that may be consumed on the motorcoach. However, special permission from our office is necessary and we do require a \$250.00 refundable damage & cleaning deposit.

TOBACCO: Use of cigarettes or chewing tobacco are strictly prohibited while on any Windstar Lines motorcoach.

VIDEO or MUSIC: DVD players are available on all motorcoaches. Use of the video or music systems is included at no extra charge. The chartering party understands that Windstar does not broadcast, distribute or cause to be performed any music, video or other intellectual property. The chartering party agrees to supply their own movies or music and assumes any copyright or licensing issues associated therewith. Satellite TV and/or WIFI is also available on some coaches for an additional charge.

FUEL SURCHARGE: Due to the volatile price of diesel fuel, please note our fuel surcharge policy. If the price paid per gallon at the time of your trip is \$3.49 to \$3.99, there will be a 3% surcharge, if between \$4.00 and \$4.49, there will be a 6% surcharge, if between \$4.50 and \$4.99, there will be a 9% surcharge, if between \$5.00 and \$5.49, there will be a 12% surcharge, and the same percentage increase every \$0.50 increase in cost. Please plan accordingly for this possibility.

SAFETY: The chartering party agrees to respect our professional motorcoach operator's decision regarding road conditions, equipment, and safety. Federal regulations allow motorcoach operators to be on duty 15 hours per day, including a maximum of 10 hours driving. An operator must then have 8 complete hours off duty before coming back on duty.

LOST ITEMS: Windstar Lines, Inc. is not responsible for any items left on the motorcoach. If our operator is away from the motorcoach, it will be locked at all times.

LUGGAGE: Windstar Lines motorcoach operators are trained to handle and load luggage up to 50lbs. Anything over 50 lbs. is the responsibility of the chartering party. Please pack accordingly.

CANCELLATION POLICY: A full refund will be made if notice is given 30 days from departure date. A penalty of \$100.00 or 10% of the charter price (whichever is greater) will be charged between 29 and 3 days. Within 72 hours of departure, 100% of the total charter price will be assessed to the chartering party.

ADVERSE WEATHER CONDITIONS: The above cancellation fees will be waived in the event of adverse weather conditions if the charter is rescheduled with Windstar Lines. In the event the trip is cancelled after our operator has left our terminal, the chartering party will be assessed the miles he or she has traveled at our current deadhead rate plus any other expenses incurred.

AFTER HOURS EMERGENCY PHONE NUMBERS: Our office is open Monday through Friday, 8:00 a.m. to 5:00 p.m. C.S.T. If an emergency arises, please feel free to call our on call staff member at: 712-830-6618.

AGREEMENT: Windstar Lines, Inc.'s commencement of performance or acceptance of this Acceptance in any manner shall conclusively evidence agreement to this Acceptance as written.

PAYMENT TERMS: The price of your charter is quoted as a cash price. We do accept VISA and MasterCard, but if you elect to pay your bill this way, there will be a 3% handling fee. Preferred method of payment is: company check, cash, or electronic transfer.

Mailing Address: Windstar Lines, Inc. P.O. Box 786 Carroll, IA 51401

Itineraries and Signed Acceptance Forms can also be sent via fax to: 712-792-9615 or emailed to info@gowindstar.com

Please refer to your Charter ID number on all correspondence. Thank you and enjoy your trip!

Customer Initials: _____