



Charter Contract – Wine Tour

1. CONTRACT TERMS:

- a. The number of guests submitted on the Booking Order will determine contract pricing.
- b. The minimum contract price is fixed once the Booking Order and contract are signed. Fewer participants or a shorter length of rental time will not result in a reduction of the contractual rate unless agreed upon in writing at least forty-five days prior to the charter date. Celtic Transport Logistics will attempt to be as flexible as possible within the hour and mileage guidelines set forth in the Booking Order.

2. RESERVE DEPOSIT:

- a. A **non-refundable** minimum of a forty percent (40%) deposit or One Hundred, Fifty dollars (\$150.00), whichever is greater, is required at signing of the contract. All additional funds paid toward the charter are non-refundable if cancellation notice is not made at least 2 weeks prior to charter.
- b. Cancellations **must be submitted in writing** and received either by fax, email or U.S. Mail.
- c. If food and/or beverages are to be consumed on the coach, a twenty five dollars (\$25.00) is non-refundable cleaning fee is required. Additional funds may be charged if the interior of the coach has been exposed to blood, vomit, spillage of food and beverages or other substances requiring excessive cleaning. The bus is available for pre-charter inspection by the customer or designated representative.
- d. A **credit card must be submitted before a reservation can be made valid**. In the event of non-payment, all additional charges will be applied to the card.

3. PAYMENT:

- a. Payments are to be made in cash, certified check or credit card. Checks may be accepted if received at least 20 days prior to charter date.
- b. The balance of the charter fee will be due prior to charter departure. The fee balance, if paid by credit card, must be presented with valid ID.
- c. The customer will be responsible for all extra costs such as parking, state park fees, tolls, etc.
- d. The customer agrees to pay a ten percent (10%) monthly fee for any unpaid balance and agrees to reimburse Celtic Transport Logistics for all its cost of collection.
- e. There will be a Thirty-Dollar (\$30.00) charge for returned checks.

4. OVERTIME:

- a. Additional rental time (overtime) will be allowed when available. Celtic Transport Logistics cannot guarantee availability. Overtime is charged by the half hour (as set forth in the contract rate sheet).
- b. Unless prearranged, all overtime charges will be paid prior to delivery of services. The customer agrees to pay a ten percent (10%) monthly fee for any unpaid balance and agrees to reimburse Celtic Transport Logistics for all its cost of collection.

5. VEHICLE DAMAGE LIABILITY:

- a. Smoking of tobacco products, the use of illegal narcotics and/or controlled substances, or the illegal underage use of alcohol is **NOT PERMITTED** while in or near the coach. Customers or their guests who smoke while on the bus are subject to a potential fee of fifty dollars (\$50.00) per occurrence and risk immediate termination of contract.
- b. Cancellation due to contract non-compliance does not allow for a refund of deposits, fees or payment for any outstanding services.
- c. Damage to any equipment, bus parts (i.e. windows, seats, carpets, electronic equipment, etc.) due to customer or their guest's actions will be charged to the customer at actual replacement value plus a fifteen percent (35%) handling fee.

- d. Celtic Transport Logistic will do all we can to prevent or minimize customer property damage and injury, however our employees and/or agents do not accept any responsibility for customers or their guests actions. Further, the customer and their guests agree to hold Celtic Transport Logistics, its employees and agents harmless from any wrongful actions or injuries to the customer or their guests, inclusive of the cost to defend against.
- e. Additional charges for damage due to customer or their guest's actions will be applied to the credit card on file. Damage may include but not be limited to broken windows, ripped, stained or burned seats and/or carpet, damaged electronic equipment, etc.
- f. Celtic Transport Logistics reserves the right to refuse service to anyone posing a safety threat to persons or equipment or who refuses to abide by the company rules set forth in this contract.
- g. The company, driver or it's agent has the right to terminate the charter, without a refund, if the company, driver or it's agent feel the customer or their guests are not abiding by the rules set forth in this contract or that there are safety concerns over the conduct of the customer or their guests.

Please know that **safety is our concern of priority**. The management of Celtic Transport Logistics assures you, the customer, that we will do all we can to rectify all situations before any corrective actions are implemented. We ask for the same consideration from you and your guests.

6. HOLD HARMLESS:

Customer agrees to hold Celtic Transport Logistics'; its employees and agents harmless from:

- a. Any consequences of such wrongful use of illegal drugs, alcohol or controlled substances by the customer or customer guests, including the costs to defend against the same.
- b. Any liability from damages arising out of the companies inability to perform due to Acts of God, mechanical breakdowns, traffic conditions or any unforeseen events beyond Celtic Transport Logistics reasonable control except for willful misconduct by the company, employee or it's agents.
- c. Any responsibility for items left, damaged or stolen from the bus.

7. DECORATIONS:

- a. Decorations are permitted to the extent that no damage or excess cleaning results from their use. Decorations cannot be displayed in a manner that impedes the ability of the driver to perform his duties. All decorations must be politically and socially correct if their display is visible to the general public.

8. FOOD & BEVERAGES:

- a. All food and beverages of your choice are allowed, providing you and/or your guest adhere to the cleaning deposit portion of this policy. Excess spillage of food and beverages may result in suspension of privileges or additional cleaning charges.
- b. **NO BOTTLES - CANS ONLY!**
- c. **ABSOLUTELY NO JELLO SHOTS!**

I understand that receipt of the signed contract and deposit do not guaranteed service. All received booking orders are accepted on a first come, first served basis. Not until Celtic Transport has received the signed contract and the deposit has cleared is the service guaranteed. I understand and agree to the terms of this contract:

Signature: _____ **Date:** _____

Name (print): _____ **Contact Phone No:** _____

For groups of 8 or more, Celtic Transport will be happy to pick you and your guests up at a designated location within the Traverse City city limits.

Tour prices do not include wine tasting fees or a minimum 15% driver gratuity.

All tours are based on a maximum 18 passenger bus.

A credit card and a \$100 deposit are due upon reservation.

a. Wine tours with 8 or more guests are based on a 4 ½ hour, door to door service. Included in the Old Mission tours, time permitting, is a stop at the Old Mission Light House.

b. Tours with 7 or less guests are based on a 4 hour door to door service.

c. Groups of 18 or more allow for a 5 + hours door to door service.

d. Includes a single pickup within a 10 mile radius of downtown TC.

e. A 10% discount applies to all wine tours conducted Sunday through Thursday.

CLEANING DEPOSIT & CHARGES

Celtic Transport Logistics commits to our customers a clean, comfortable and odor free environment in which to enjoy your charter/tour experience. It is our goal to offer these services at the lowest possible cost to you. While we understand that post charter cleaning is a task we provide with this service, we in turn ask our customers to understand that excess cleaning represent an extra cost to our company. Our commitment to you, the customer is not to benefit from cleaning charges but rather to recoup excess costs in preparing the bus for the next charter. As a result, we have implemented a **\$25.00 non-refundable cleaning fee** for those charters that transport Food and/or Beverages. It will be the company, drivers or its agent's responsibility to determine the extent of the cleaning and cost requirements. Celtic Transport Logistic encourages you to assign a representative from your party to be involved in a pre and post trip inspection. Please note that additional charges could be implemented in the event that cleaning equipment is required to eliminate orders or stains.

GRATUITIES

It is our goal to provide you with the safest, friendliest and most enjoyable charter service in Traverse City. We would like to suggest a minimum 15% gratuity be given to the driver. If you believe the level of service does not meet this goal, please tell us. If the service meets or exceeds your expectations, please tell others.

I sincerely appreciate the opportunity to address your charter services requirements. If you have any questions or concerns, please feel free to call and discuss each aspect of the charter. Celtic Transport Logistics is a service-orientated transportation company. We are able to customize your needs to include shuttle services to and from the airport, hotel, church and reception halls. We also offer wine tours, restaurant shuttles and other entertainment transports for your guests while they are in town for your special occasion.



John M. O'Brien