

Bus Rental Agreement Using Beacon Club Driver

THIS AGREEMENT made as of the ____ day of _____, 20____.

BETWEEN:

Name/Business Name: _____

Mailing Address: _____

Contact Person: _____

Cell Number: _____

Email: _____

Charity Number (if applicable): _____

(hereinafter referred to as the "User")

OF THE FIRST PART,

-- and --

Campbell River Beacon Club
684 Island Highway
Campbell River, BC V9W 2C3

(hereinafter referred to as "the Club")

OF THE SECOND PART

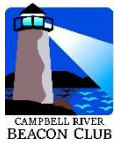
Whereas:

- A. The Club owns a commercial bus that is available for rental when the Club is not using it (the "Bus").
- B. The User has approached the Club about renting the Bus.
- C. The Club and User have agreed to a rental of the Bus on the terms that follow (the "Bus Agreement").

THE PARTIES AGREE AS FOLLOWS:

1. The User wishes to rent the Bus with a driver as supplied by the Club.

1.1. The purpose of the User's rental of the Bus is:



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This Bus Agreement is subject to the Club's approval of the User's stated purpose, which the Club may refuse in its absolute discretion.

2. The User will have the use of the Bus:

2.1. From the Campbell River Beacon Club starting at _____ am / pm on the ____ day of _____, 20 _____ (the "Start Point")

2.2. Ending at Campbell River Beacon Club at _____ am / pm on the ____ day of _____, 20 _____ (the "Return Point")

i.e., the group may want to be picked up and dropped off in Courtenay or Mt. Washington, but the rental time begins and ends at the CR Beacon Club so must be factored into the rental block.

2.3. The Club will supply the Bus to the User with a full tank of fuel at the Start Point. The User will be billed for the cost of diesel.

2.4. The User will return the Bus at the Return Point swept clean and with any spills wiped up. If the User has returned the Bus without it being sufficiently cleaned, the User will be charged up to a \$400.00 service fee plus the cost of any cleaning costs incurred by the Club.

2.5. Forfeiture of Cleaning Deposit Due to Alcohol or Drug-Related Incidents
In the event that the Club is required to clean vomit from the Bus resulting from the consumption of alcohol or drugs by any passenger associated with the User, the entire cleaning deposit in the amount of Four Hundred Dollars (\$400.00) shall be forfeited by the User, and the Club shall be entitled to retain such deposit without further notice or obligation to the User.

3. **Rates:** *(subject to change without notice outside of existing signed contracts)*

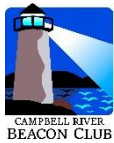
The User will pay the following for the use of the Bus and are payable at the time this Bus Agreement is signed (\$600):

3.1. **Deposit:** \$600 which is outlined as:

3.1.1. A non-refundable booking deposit of \$200.00 at the time this Bus Agreement is signed.

3.1.2. A deposit of \$400.00 at the time the Bus at the time this Bus Agreement is signed that will be applied to any service charges or expenses incurred by the Club pursuant to sections 2.3, 2.4 and 2.5 of this Bus Agreement.

The deposits will be refunded as appropriate in the calculation of the final charges.



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3.2. Rental Fees

3.2.1 For Youth Groups and Registered Charities Providing Direct Service to the Disadvantaged:

3.2.1.1. The User shall pay a rental fee for the use of the Bus and driver, calculated on an hourly basis, measured from the time the Bus departs the Beacon Club Parking Lot to the time it returns thereto.

3.2.1.2. The applicable hourly rates are as follows:

3.2.1.2.1. For rentals occurring between 6:00 a.m. and 9:00 p.m.: One Hundred Twelve Dollars (\$112.00) per hour.

3.2.1.2.2. For rentals occurring between 9:01 p.m. and 5:59 a.m.: One Hundred Seventeen Dollars (\$117.00) per hour.

3.2.1.3. A grace period of fifteen (15) minutes upon return of the Bus shall be permitted before an additional hour is charged; partial hours shall not be prorated.

3.2.1.4. The minimum rental period shall be four (4) hours.

3.2.2. For All Other Renters:

3.2.2.1. The User shall pay a rental fee for the use of the Bus and driver, calculated on an hourly basis, measured from the time the Bus departs the Beacon Club Parking Lot to the time it returns thereto.

3.2.2.2. The applicable hourly rates are as follows:

3.2.2.2.1. For rentals occurring between 6:00 a.m. and 9:00 p.m.: One Hundred Thirty Seven Dollars (\$137.00) per hour.

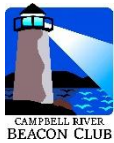
3.2.2.2.2. For rentals occurring between 9:01 p.m. and 5:59 a.m.: One Hundred Forty Two Dollars (\$142.00) per hour.

3.2.2.3. A grace period of fifteen (15) minutes upon return of the Bus shall be permitted before an additional hour is charged; partial hours shall not be prorated.

3.2.2.4. The minimum rental period shall be four (4) hours.

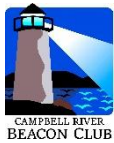
3.3. Mileage

Mileage will be billed at \$0.70 (seventy cents) per kilometre.



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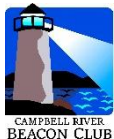
- 3.4. The balance of the rental and associated fees outlined on Schedule A attached is due upon receipt of invoice after the event.
 - 3.5. The Club reserves the right to return the deposit described at 3.1 in the event that the Club cannot provide the use of the Bus as contemplated in this Bus Agreement, due to any reason such as mechanical failures, maintenance, driver sickness, and or any other issue.
 - 3.6. The User will supply a valid credit card to the Club which will have the applicable deposits charged to it, and the User will authorize the Club to debit payments against the supplied credit card that become payable to the Club under this Bus Agreement.
4. The User and the Club agree that the User will not do, or permit to be done by its passengers, any of the following while using the Bus:
- 4.1. Consume drugs, tobacco or vaping products on the Bus.
 - 4.2. Dangle objects or body parts out of the windows and doors of the Bus.
 - 4.3. Ride on the exterior of the Bus or hang objects from the exterior of the Bus.
 - 4.4. Drive the Bus anywhere other than public roads and private driveways or parking lots.
 - 4.5. Operate the Bus in any fashion that is contrary to the *Motor Vehicle Act*, its regulations, or any other statute relating to the operation of motor vehicles.
 - 4.6. Disobey the reasonable commands and instructions of any driver of the Bus supplied by the Club.
 - 4.7. Interfere with the driver's safe operation of the Bus and or the parts and systems of the Bus.
 - 4.8. Possess firearms, explosives or fireworks on the Bus.
- The User will be jointly and severally liable for any violation of the above terms of the Bus Agreement made by passengers or other invitees of the User.
5. Where the Club has supplied a driver
- 5.1. The driver will be furnished with a copy of the agreed itinerary and is specifically instructed to strictly follow it. The driver has no authority to agree to make any changes in the trip schedule. Rather, the driver must request the prior approval of a duly authorized officer of the Club. Therefore, if, after the trip commences, the User wants to make changes in the agreed itinerary, the User must so notify the Club. The Club shall have the absolute discretion and right to either agree, or decline, to make any requested changes. If the Club agrees to any requested changes, and if the User does not pay in advance, the User will become responsible for the payment of the full amount of any increase in the



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contract price immediately upon completion of the trip. The Club and its driver will endeavour to adhere to the submitted itinerary but will not be liable for any failure to meet the requirements of the itinerary. It is understood and agreed that the performance of the service detailed in this Bus Agreement is subject to workplace safety and commercial vehicle regulations and is contingent upon the Club's ability to furnish the equipment and perform the service. The number of hours that a commercial vehicle operator can be on duty is strictly limited by the Law.

- 5.2. The Club and its driver reserve the right to refuse to transport a person or persons under the influence of alcohol or drugs, or whose conduct is such to make that person objectionable to other passengers or causes interference of the safe operation of the Bus.
6. The Club will not be liable to the User as follows:
 - 6.1. The Club shall not be liable in any event or for any reason, including breach of this Bus Agreement, either directly or indirectly to the User or any other party for any special, indirect, incidental, punitive, exemplary or consequential damages or 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.
 - 6.2. The User waives and releases from all liability any and all claims they may now and in the future have against the Club and their respective agents, employees, directors, officers, contractors and representatives, and agree not to bring action against, and to save harmless and keep indemnified the Club from and against all claims, action, costs, expenses and demands in respect to death, injury, loss or damage to any person or property, howsoever caused, arising out of or in connection with the User's use of the Bus and this Bus Agreement
7. The User assumes the entire risk of loss and damage to the Bus arising between the Start Point and Return Point, whether that damage is caused by the User, or its passengers or invitees. The User will indemnify the Club for any loss or damage occurring during the User's use and possession of the Bus. Where the Club has had to get damage caused by the User repaired, the User will pay the amount of any repair invoice incurred by the Club and a service fee of \$100.00 within 15 days of being presented with the invoice from the Club.
8. Any outstanding amount owed by the User to the Club under this Bus Agreement as a rental fee, deposit, service fee or invoice for cleaning or damage repair, may be referred to a third party for collection. The User agrees to be responsible for all collection costs and attorney's fees incurred by the Club in the collection of outstanding amounts. Any outstanding amounts will accrue interest at the rate of 3% per month, compounded monthly.



**Bus Rental Agreement
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Signed this _____ day of _____, 20____

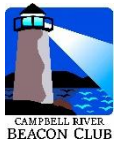
User	
Print Name:	
Signature	

C.R.Beacon Club	
Althea Vermaas	Executive Director
Signature:	

Credit Card Number:

Expiry:

CVV:

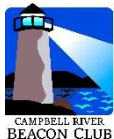


**Bus Rental Agreement
Using Beacon Club Driver**

ITINERARY

(to be filled out by User)

Date	Time (approx.)	What is happening?



**Bus Rental Agreement
Using Beacon Club Driver**

ESTIMATE

Group:

Rental Date:

Bus Rate:	
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**For Youth Groups and Registered Charities Providing Direct Service to
the Disadvantaged: (minimum 4 hours)**

Number of Hours 6:00am – 9:00pm: _____ x \$112.00

Number of Hours 9:01pm – 5:59pm: _____ x \$117.00

All other Groups (minimum 4 hours)

Number of Hours 6:00am – 9:00pm: _____ x \$137.00

Number of Hours 9:01pm – 5:59pm: _____ x \$142.00

Mileage Number of Km: _____ x \$.70	
Fuel:	
Other:	
Deposits	
Booking Deposit as per 3.1.1	(200.00)
Damage Deposit and Cleaning fee as per 3.1.2	(400.00)
Total	