

## Bus Rental Agreement User Provided Driver

THIS AGREEMENT made as of the \_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

BETWEEN:

Name / Organization Name: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Cell Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

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:

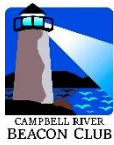
- A. The Club owns a commercial bus that is available for rental when the Club is not using it (the "Bus").
- B. The User has approached the Club about renting the Bus.
- C. The Club and User have agreed to a rental of the Bus on the terms that follow (the "Bus Agreement").

### THE PARTIES AGREE AS FOLLOWS:

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

The User's driver of the Bus is \_\_\_\_\_

The Driver's Cell Number is \_\_\_\_\_



## Bus Rental Agreement User Provided Driver

1.1. The User must supply a copy of the prospective driver's:

1.1.1. Class 1, 2 or 4 Unrestricted Licence,

1.1.2. Abstract

at the time this Bus Agreement is signed. The driver must present the original to the Club at the time the User takes possession of the Bus. The Club reserves the right to refuse any driver at any time, for whatever reason the Club may determine in its absolute discretion, regardless of the driver possessing a valid license or the contents of the driver's abstract supplied.

1.2. 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")

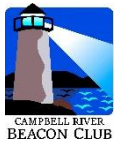
2.3. The Club will supply the Bus to the User with a full tank of fuel at the Start Point. The User will return the Bus to the Club at the Return Point with a full tank of fuel. If the Bus is not returned to the Club at the Return Point with a full tank of fuel, the User will be charged a \$100.00 service fee plus the Club's cost in fully refuelling the Bus. The refuel receipt must accompany the return of the bus key.

2.4. The User will return the Bus at the Return Point swept clean and with any spills wiped up after (each day of) rental. If the User has returned the Bus without it being sufficiently cleaned, the User will be charged a \$200.00 service fee plus the cost of any cleaning costs incurred by the Club.

2.5. Forfeiture of Cleaning Deposit

In the event that the Club is required to clean vomit from the bus, 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)*



## **Bus Rental Agreement User Provided Driver**

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. Deposits:** \$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.

3.2. There is a one-time fee of \$100 to cover staff time to add the driver(s) to our insurance and provide an orientation to the bus provide that this can be done at one time for each of the insurance and orientation for user groups with multiple drivers.

### **3.3. Rental Fees**

3.3.1. 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.

3.3.2. The applicable hourly rates are as follows:

3.3.2.1. For Youth Groups (up to 19 years of age) and Registered Charities Providing Direct Service to the Disadvantaged: Seventy dollars per hour (\$70/hr)

3.3.2.2. For All Other Renters: Ninety five dollars per hour (\$95)

3.3.2.3. 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.

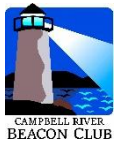
### **3.4. Mileage**

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

3.5. The balance of the rental and associated fees outlined on Schedule A attached is due upon receipt of invoice.

3.6. The renter is liable for all parking and driving violations and must turn in all summons with payment upon check-in.

3.7. The renter is responsible for missing items / car accessories or loss of keys and will be charged accordingly.



## **Bus Rental Agreement User Provided Driver**

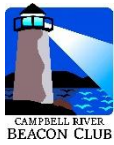
- 3.8. The renter agrees not to permit the use of vehicle by any other person without obtaining the Campbell River Beacon Club's prior written permission.
- 3.9. The Club reserves the right to return the deposit described at 3.1 in the event that the Club cannot provide the use of the Bus as contemplated in this Bus Agreement, due to any reason such as mechanical failures, maintenance, driver sickness, and or any other issue.

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. The Club will not be liable to the User as follows:
  - 5.1. 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.



## Bus Rental Agreement User Provided Driver

- 5.2. 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
6. 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.
7. 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.

Signed this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_

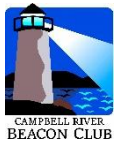
| User Representative |  |
|---------------------|--|
| Print Name:         |  |
| Signature           |  |

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

**Credit Card Number:**

**Expiry:**

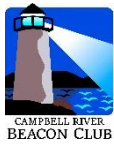
**CVV:**



## Bus Rental Agreement User Provided Driver

### ITINERARY (to be filled out by User)

| Date | Time<br>(approx.) | What is happening? |
|------|-------------------|--------------------|
|      |                   |                    |
|      |                   |                    |
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|      |                   |                    |



## Bus Rental Agreement User Provided Driver

### ESTIMATE

**Group:**

**Rental Date:**

|                  |  |
|------------------|--|
| <b>Bus Rate:</b> |  |
|------------------|--|

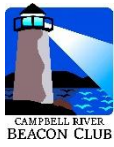
**For Youth Groups and Registered Charities Providing Direct Service to  
the Disadvantaged: (minimum 4 hours)**

Number of Hours: \_\_\_\_\_ x \$70.00/hr

**All other Groups (minimum 4 hours)**

Number of Hours: \_\_\_\_\_ x \$95.00/hr

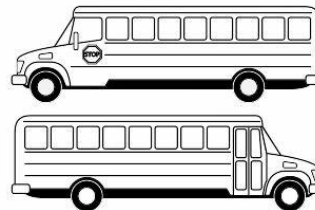
|                                                         |          |
|---------------------------------------------------------|----------|
| <b>Add Driver to Insurance and Orientation</b>          | 100.00   |
| <b>Mileage</b> Number of Km: _____ x \$.70              |          |
| <b>Fuel:</b>                                            |          |
| <b>Other:</b>                                           |          |
|                                                         |          |
|                                                         |          |
| Booking Deposit as per 3.1.1                            | (200.00) |
| Refundable Damage Deposit and Cleaning fee as per 3.1.2 | (400.00) |
|                                                         |          |
| Total                                                   |          |



## Bus Rental Agreement User Provided Driver

|                           |  |
|---------------------------|--|
| Driver's Name:            |  |
| Dr. Lic. Number           |  |
| Phone Number              |  |
| Address                   |  |
| Emergency Contact Name:   |  |
| Emergency Contact Number: |  |

### Existing Damage: Notes



**Returning Damage** (If returning outside of business hours, we recommend taking pictures of all 4 sides of bus, for your protection)

### Notes

