

UNIVERSITY OF ALASKA BUS CHARTER AGREEMENT

This Bus Charter Agreement (Agreement) is entered into by and between the University of Alaska _____ (UA), on behalf of the Department of _____ whose address of record is _____, _____, AK 99____, and _____ (Contractor), whose address of record is _____.

Performance Specifications

Contractor shall provide one (1) clean, safe, fifty-five (55) passenger motor coach, with sufficient under bus storage to safely stow _____ equipment/luggage and an on board toilet facility for transportation of the UA [_____ team, coaches, and staff] per Attachment A - UA Transfer Schedule. Contractor shall provide a driver, as specified in the *Personnel* provision below, to provide transportation to and from the airport, hotel, arena, recreational facilities, or any other destination required by UA. Contractor must be licensed and legally able to provide service in the state(s) through which travel is required. Contractor shall provide ICC and DOT numbers below in order for UA to verify that Contractor has a current DOT safety rating of "Satisfactory".

Please provide your ICC and DOT numbers below:

ICC number: _____

DOT number: _____

Performance Responsibilities

Contractor shall:

- Be licensed and legally able to provide service in the state in which you will be operating
- Maintain a DOT safety rating of "Satisfactory"
- Provide a list of each driver in the company's fleet assigned to provide services under this Agreement
- Be financially responsible for obtaining all required permits, licenses, etc., to comply with pertinent Board of Regents, University of Alaska System regulations; Municipal, County, State and Federal laws; and assume liability for applicable taxes bonds, insurance, tickets, etc.
- Comply with rules and regulations of the Interstate Commerce Commission, Department of Transportation, and State regulatory and supervisory agencies governing the safety of public motor transportation operations, condition of equipment, proficiency of operators and maintenance crews, and first aid requirements at all times.

Period of Performance

The period of performance of this Agreement shall begin on _____, 200__ and shall continue through _____, 200__.

Personnel

Contractor shall provide competent, professional, drivers who are fully licensed and able to operate the coaches used to provide the services required herein. Drivers assigned to provide service to UA shall have a valid CDL with current health check as required by the license. Drivers may not eat, drink, smoke or read maps while operating the vehicle. Contractor is required to maintain a current and enforced drug policy and testing program. Drivers assigned to provide services to UA shall understand that they are to be working with and living amongst collegiate student [athletes, coaches] and staff and shall be prepared to perform their duties amicably and professionally in this environment.

By signing this Agreement, Contractor certifies that each driver assigned to provide services under this Agreement maintains a current Commercial Driver's License & valid Medical Card.

Insurance

Contractor shall not commence work under this contract until satisfactory evidence has been provided to UA that Contractor can cover the requirements set forth in this provision with regard to Contractor and subcontractors when engaged in any work performed under this Agreement.

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Without limiting contractor's indemnification, it is agreed that Contractor shall purchase and maintain in force at all times during the performance of services described herein, policies of insurance applicable in all states in which it operates, and at its own expense, covering the following types and limits:

- **Workers' Compensation Insurance:** Contractor will provide and maintain, for all employees of Contractor engaged in work under this Agreement, Workers' Compensation Insurance as required by law. Contractor shall be responsible for Workers' Compensation Insurance for any subcontractor who directly or indirectly provides services under this Agreement. This coverage must include statutory coverage for states in which employees are engaging in work and employer's liability protection not less than \$100,000 per person, \$100,000 per occurrence. Where applicable, coverage for all federal acts (i.e., USL & H and Jones Act) must also be included.
- **Commercial General Liability Insurance:** Contractor is required to maintain coverage with limits not less than one million (\$1,000,000) combined single limit per occurrence and annual aggregate and shall include premises-operations, independent contractors, broad form property damage, blanket contractual, personal/advertising injury, and liability assumed under an insured contract (including defense costs assumed under contract). UA shall be included as an additional insured under the CGL and under the commercial umbrella, if any. The policy shall be endorsed with a waiver of subrogation in favor of the University.
- **Business Automobile Liability:** The contractor is required to maintain automobile liability and, if necessary, commercial umbrella liability insurance, with a limit of not less than five million (\$5,000,000) each accident. Such insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). If necessary, the policy shall be endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

Coverage shall be maintained for the duration of this Agreement. Failure to comply with this provision may preclude other contracts and agreements between Contractor and UA. Failure of the University to demand such certificates or other evidence of full compliance with these insurance requirements, or failure of the University to identify a deficiency from evidence that is provided, shall not be construed as a waiver of Contractor's obligation to maintain such insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If Contractor's policy contains higher limits, UA shall be entitled to coverage to the extent of such higher limits. Certificates of Insurance shall be furnished to:

Attn: _____
UA Procurement & Contract Services

_____, AK 99____
Phone: 907-_____
Fax: 907-_____

prior to the start of services and must provide for a 30-day prior notice to UA of cancellation, non-renewal, or material change. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach and grounds for termination of the contractor's service.

Independent Contractor

Contractor and its agents and employees shall act in an independent capacity and not as officers or agents of UA in the performance of this Agreement.

Any and all employees of Contractor, while engaged in the performance of any work or services required by Contractor under this Agreement, shall be considered employees of Contractor only and not of UA. Any and all claims that may arise under the worker's compensation act on behalf of said employees while so engaged, and any and all claims made by a third party as a consequence of any negligent act or omission on the part of Contractor's employees while so engaged in any of the services to be rendered herein, shall be the sole obligation and responsibility of Contractor. This Agreement may be declared null and void should UA determine that by Internal Revenue Service criteria Contractor is an employee of UA.

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ATTACHMENT A

Sample
UA Transport Schedule

Thursday (9/28/06)

4:45 pm Load Bus at Patty Center
5:00 pm Depart for Anchorage

Friday (9/29/06)

8:45 am Depart for breakfast *
9:00 am Breakfast at Country Kitchen *

11:00 am Pre-game skate at the Sullivan Arena

1:45 pm Depart for pre-game meal
2:00 pm Pre-game meal at Villa Nova

5:00 pm Depart hotel for the game at the Sullivan Arena

Saturday (9/30/06)

8:45 am Depart for breakfast *
9:00 am Breakfast at the Country Kitchen *

10:00 am Depart Anchorage

2:00 pm Arrive in Healy, Alaska

4:00 pm Depart Healy, Alaska for Fairbanks, Alaska

6:30 pm Arrive in Fairbanks, Alaska

* Subject to change