Transportation Services Agreement

This Transportation Services Agreement (“Agreement”) is entered into on the\_\_\_\_\_\_\_day of\_\_\_\_\_\_\_, 20\_\_\_\_, (“Effective Date”) by and between the University of Denver, (“DU”), and\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, (“Contractor”), for the purpose of providing charter transportation service to DU.

1.1. CONTRACT PERIOD

The term of this Agreement will be effective for one (1) year commencing on the Effective Date. (“Term”)

1.2. SPECIFIC TRIP ARRANGEMENTS

This Agreement sets forth the terms and conditions that will govern the individual Trip Addendums for Transportation Services that may be entered into by the parties from time to time during the Contract Period.

Each Trip Addendum executed by the parties is deemed attached to, and incorporates the terms of this Agreement by reference.

Each Trip Addendum must include specific information about the trip, including dates, times, destination/location, cost, number of individuals being transported, mode of transportation or type of vehicle, and any other details identified by DU.

Each Trip Addendum must be executed by a DU authorized signatory.

If any Trip Addendum contains terms different from or additional to the terms of this Agreement, such terms must be agreed to in writing by a DU authorized signatory. In the event of any conflict, the terms of this Agreement shall prevail.

1.3. VOLUME

DU does not guarantee Contractor any minimum or maximum amount of business during the Term.

2. TRIP CANCELLATION BY DU

In such cases where it is necessary for DU to cancel a scheduled trip, DU personnel will attempt to notify Contractor as soon as possible. In cases where cancellation of a trip occurs at least [two (2) hours] before embarkation or [before the driver has been dispatched], there will be no trip and/or penalty charges assessed. For less than [two (2) hour] notification, any penalty charges assessed will not equal the full cost of the planned trip. Such charges should be no larger than Contractor’s actual expenses.

DU also retains the right to cancel a trip due to unmet standards during the Pre-Trip inspection using the Pre-Trip Checklist provided to Contractor (upon request) for a full refund of fees and associated additional costs incurred.

3. TARDINESS AND ADDITIONAL EXPENSES

3.1. Should Contractor arrive more than [one (1) hour behind schedule], all charges connected with alternate arrangements, either made by DU personnel or Contractor, will be the responsibility of Contractor.

3.2. Contractor shall be responsible for any additional costs incurred by DU due to Contractor’s failure to provide the services in accordance with this contract, including but not limited to breach of any warranty or representation in Section 4 below, mechanical failure or tardiness.

4. CONTRACTOR RESPONSIBILITIES AND REPRESENTATIONS

Contractor warrants the following:

4.1. That a well-maintained and clean vehicle will be provided.

4.2. That all vehicles and equipment necessary to fulfill this Agreement, including legal vehicle capacity, are clean, in good working order and conform with proper standards of the industry.

4.3. That all driving staff provided are properly certified and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

4.4. That all driving staff provided have been drug tested in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if and to the extent required by such laws, rules and regulations.

4.5. That all driving staff provided conform to all applicable requirements for motor carrier drivers.

4.6. That all driving staff provided are prepared with accurate and safe routing information.

4.7. That all of the services to be performed by the Contractor under or pursuant to this Agreement shall be of the standard and quality which prevail among similar businesses and organizations of superior knowledge and skill engaged in providing similar services under the same or similar circumstances.

4.8. That Contractor has the authority to execute and deliver the services under this Agreement, and the individual executing the contract on behalf of Contractor has been duly authorized to act for and bind Contractor.

4.9. Contractor warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Contractor and its drivers.

5. DU RESPONSIBILITIES AND REPRESENTATIONS

DU represents the following:

5.1. DU shall be responsible for the cost of extensive cleaning, replacement or repair from damage to vehicles and property resulting from DU or its passenger(s) use of the Services in excess of normal “wear and tear”.

5.2. DU passengers assume all risk and responsibility for the care, custody and control of DU passenger’s luggage, bags, and other personal items and their contents (collectively, “Personal Items”). Neither Contractor nor driver shall be responsible for theft, damage to, or loss of any Personal Items. Drivers may assist with handling Personal Items at a passenger’s request; provided that Contractor and driver assume no liability for damage to any Personal Items as a result of such handling. In the event lost items are found, upon DU request, Contractor will return such items at DU’s sole expense, including but not limited to labor, packaging and shipping costs.

5.3 Possession or use of contraband or illegal substances is prohibited in any Contractor vehicle. Contractor and its drivers reserve the right, in their sole discretion, to refuse to carry any passenger who is thought to be under the influence of alcohol or drugs and whose behavior in inappropriate or poses a threat either to the driver, the vehicle, or any other passengers.

5.4. No smoking is permitted at any time inside, near, or around Contractor vehicles .

5.5. DU shall be responsible for the conduct of all passengers. Passengers shall remain seated at all times and behave in an orderly manner, using seatbelts as required by law and enforced by driver. At no time shall a passenger stand through the sunroof or hang any part of their body or limbs out a window, regardless of whether the vehicle is parked or in motion. Driver has the right, in their sole discretion, to terminate the services for any passenger indiscretion.

5.6. As applicable for pick up, DU is responsible for providing Contractor accurate and complete reservation information, including flight/train number, arrival time, hotel address, contact information, or any other pertinent information. DU is responsible for notifying Contractor of any changes to passenger’s travel/reservation information. Any changes to an existing itinerary must be shared in advance of the pick-up date by email, or by telephone; provided, however, that Contractor will use its commercially reasonable efforts to accommodate any reasonable request for changes but shall have no responsibility whatsoever for costs incurred by DU in the event Contractor cannot accommodate such changes.

5.7 In order to establish contact during an airport pick-up, passengers must turn on their mobile phone, with service, upon arrival. Contractor is not responsible if the passenger is unreachable or delayed after arrival. If a passenger is unable to locate the driver or vehicle, the passenger must contact Contractor dispatch immediately. DU has a [forty-five (45) minute] courtesy wait time to pick up luggage.

5. INDEPENDENT CONTRACTOR and SUBCONTRACTORS

Contractor recognizes that it is engaged as an independent contractor, and covenants and agrees that it shall conduct itself consistent with such status; that it will neither hold itself out as nor claim to be an officer, partner, employee or agent of DU by reason hereof; and that it will not by reason hereof make any claim, demand, or application to or for any right or privilege applicable to an officer, partner, employee, or agent of DU.

In the case of utilization of subcontractors or network members, Contractor remains fully responsible for obligations, services, and functions performed by its Subcontractors to the same extent as if such obligations, services, and functions were performed by Contractor’s employees or agents, and for purposes of this Agreement, such work will be deemed work performed by Contractor.

7. TERMINATION

Either party shall have the right to terminate this Agreement without cause at any time giving [thirty (30) days notice] in writing to the other party. Upon notice of cancellation, Contractor shall be required to fulfill all outstanding obligations for scheduled trips or reimburse DU for any difference in cost for a rescheduled trip resulting in a higher expense to DU. Furthermore, DU reserves the right to terminate this Agreement without penalty in the event operations become restricted or cease due to local, state, or Federal state of emergency.

8. COMPLIANCE WITH LAW

Contractor warrants that all laws, rules and regulations of duly constituted authorities having jurisdiction over its activities shall be complied with by the Contractor and its drivers.

9. LIMITATION OF LIABILITIES

Except for the obligation of DU to pay Contractor pursuant to this Agreement, DU shall have no liability to Contractor or to anyone claiming through or under Contractor by reason of the execution or performance of this Agreement.

10. INDEMNIFICATION

To the fullest extent permitted by law, Contractor shall and does hereby agree to indemnify, protect, defend with counsel approved by DU, and hold harmless DU and its respective officers, directors, attorneys, employees, representatives, and agents (collectively “indemnitees”) from and against all damages, losses, liens, causes of action, suits, judgments, expenses (including reasonable attorney’s fees), and other claims of any nature, kind, or description (collectively “Claims”) by any person or entity, arising out of, caused by, or resulting from Contractor’s performance under this Agreement and which are caused in whole or in part by any negligent act, negligent omission, or willful misconduct of Contractor, anyone directly or indirectly employed by Contractor, or anyone for whose acts Contractor may be liable. The provisions of this section shall not be construed to eliminate or reduce any other indemnification or right which any indemnitee has by law. The indemnities contained herein shall survive the termination of this Agreement for any reason whatsoever.

11. INSURANCE or ASSURANCE

11.1. Either, by evidence of DU initial here\_\_\_\_\_ or in 11.2, Contractor will carry and will cause its subcontractors to carry at least the following insurance in the form and in the amounts as DU may reasonably require:

For vehicles that carry 15 passengers or less, commercial general liability insurance (public liability insurance) with limits of not less than the following ($USD):

Each occurrence limit $1.5 million

Medical expenses (any one person) $10,000

Personal and advertising injury $1 million

General aggregate $3 million

(Note: Vehicles that carry more than 15 passengers must maintain commercial general liability insurance coverage equivalent to $5 Million per occurrence.)

The commercial general liability policy must not exclude coverage for claims of negligent hiring, training and supervision, which may arise in the context of sexual molestation, abuse, harassment or similar sexual misconduct.

Commercial automobile liability insurance covering all owned, non-owned or hired automobiles, with coverage for at least $1.5 million combined single limit bodily injury and property damage. Coverage shall include medical payments for passengers.

Charter and direct carrier contractors shall provide an all-risk physical damage policy on their vehicles, naming DU as additional insured under the policy. The policy shall provide DU and their respective affiliated enterprises, officers, directors, employees, representatives, and agents with a waiver of subrogation.

Contractor agrees to indemnify DU for any applicable deductibles and self-insured retentions.

Contractor shall not commence work under this Agreement until it has obtained all the insurance required hereunder and delivered to DU evidence satisfactory, in DU’s sole discretion, of the existence of all insurance required under this contract. Insurance policies, with the exception of workers’ compensation and employers’ liability, will name and the evidence will reflect DU as an additional insured.

**OR**

11.2. Either, by evidence of DU initial here\_\_\_\_\_ or in 11.1, in DU’s sole discretion, of the existence of all assurances required under this contract, Contractor has produced the following assurances of reasonable, customary, and valid quality, safety, insurance, and legal authority satisfactory for Contractor services to be rendered in [COUNTRY] after all risks have been weighed.

\_\_\_\_\_\_\_[DU INITIAL] Commercial automobile liability insurance covering all owned, non- owned or hired automobiles, with coverage for at least $[ ] combined single limit bodily injury and property damage. [Coverage shall include medical payments for passengers.] Contractor agrees to indemnify DU for any applicable deductibles and self-insured retentions.

\_\_\_\_\_\_\_[DU INITIAL] Legal authority to provide services described herein in [COUNTRY]

\_\_\_\_\_\_\_[DU INITIAL] Evidence of reputable service from [ACCREDITING BODY, PREVIOUS CLIENTS]

\_\_\_\_\_\_\_[DU INITIAL] Other [LIST EVIDENCE OF ASSURANCE REGARDING QUALITY, SAFETY, INSURANCE, AND/OR LEGAL AUTHORITY]

12. RECORDS

Contractor agrees to keep accurate records of financial or working processes and any records relative to the performance of this Agreement. Contractor further agrees that such books and records shall be subject to inspection and audit by any person designated by DU at all reasonable times during business hours.

Contractor shall retain all books, records and other documents concerning performance of this Agreement for at least three [(3) years] after termination of this agreement or final payment under it. Contractor shall, upon request of DU, allow DU, to have full access to and the right to examine any of such documents during such period and the period the Agreement is in effect.

13. GENERAL PROVISIONS

13.1. ASSIGNMENT

This Agreement is for the services of Contractor, and Contractor’s interest in this contract, duties hereunder and fees due hereunder may not be subcontracted, assigned or delegated to any party without the prior written approval of DU, and any attempt to do so shall be void and of no effect.

Insert other general provisions as needed or required in compliance with applicable laws.

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| --- | --- |
| University of Denver Authorized Signatory | Contractor Authorized Signatory |
| Name | Name |
| Title | Title |
| Signature | Signature |
| Date | Date |