

**OLYMPIC INC.**  
**PO Box 2724/15806 Brookway Drive, Suite 200F**  
**Huntersville, NC 28078**

**CONTRACT FOR SERVICES**

**1. INTRODUCTION**

This contract is entered into on the \_\_\_\_\_ day of \_\_\_\_\_, 2022 by and between \_\_\_\_\_ with an address of \_\_\_\_\_ hereinafter referred to as "Client", and Olympic Inc., with an address of P.O. Box 2724, 15806 Brookway Drive, Suite 200F, Huntersville, North Carolina, 28078, hereinafter referred to as "Carrier", for the purpose of providing transportation service to Clients.

**1.1 CONTRACT PERIOD**

The term of this contract will be effective from the date above with services beginning August 1, 2022 and ending June 1, 2023. It is understood and agreed that this Contract is valid for the current academic calendar year.

**2. TRIP CANCELLATION BY CLIENT**

If a traveler is not going to be using Carrier's service on any given day where traveler usually does use said service, the Client is to advise Carrier of such information so that needless time is not wasted waiting for the traveler. Notification can take the form of text message, email or phone call to the Carrier. No additional charges shall be assessed to Client. There are no refunds of any unused portions of pre-paid monthly travel.

**3. TARDINESS AND ADDITIONAL EXPENSES**

Pick up times at designated stops are set down in advance so that travelers and client can best manage their schedules. Promptness is expected and appreciated. Carrier is not obligated to wait for any traveler past the previously set down travel time. If a traveler is not going to be using Carrier's service on any given day where traveler usually does use said service, the Client is to advise Carrier of such information so that needless time is not wasted waiting for the traveler. Notification can take the form of text message, email or phone call to the Carrier. Riding privileges may be revoked and/or suspended if rider's absences are not reported on a continual or excessive basis.

#### 4. **CARRIER RESPONSIBILITIES AND REPRESENTATIONS**

Carrier warrants the following:

- 4.1 That a well maintained and clean vehicle will be provided.
- 4.2 That the vehicle and equipment necessary to fulfill this contract is clean, in good working order, and conforms to proper standards of the industry.
- 4.3 That the Carrier will follow all school transportation guidelines as published either by the CDC, DHSS, NCDOT or NC Return to School Toolkit as they relate to school bus transportation, commercial motor vehicles or for hire carriers.
- 4.4 That all driving staff provided are properly certified by NCDOT School Bus and Traffic Safety Division and licensed under the laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.
- 4.5 That the driving staff has the option to wear or not wear a face covering while driving.
- 4.6 That all Carrier's driving staff are members of the Federal Drug & Alcohol Clearinghouse Program, have Federal Commercial Vehicle Medical Certificates and are a part of the Carrier's Drug Testing Consortium. Further, the Carrier's driving staff have also received clear pre-employment drug tests and had motor

vehicle records checked and criminal backgrounds checked in compliance with any applicable laws, rules and regulations of any authority having jurisdiction, if so required by such laws, rules and regulations.

- 4.7 That all driving staff provided conform to all Carrier requirements for motor driving staff members.
- 4.8 That all driving staff provided are prepared with accurate routing information.
- 4.9 That all of the services to be performed by the Carrier under or pursuant to this contract shall be of the standard and quality which prevail among similar businesses and organizations of knowledge and skill engaged in providing similar services under the same or similar circumstances.
- 4.10 That Carrier has all necessary corporate power and has received all necessary corporate approvals to execute and deliver this contract, and the individual executing the contract on behalf of Carrier has been duly authorized to act for and bind the company.
- 4.11 That the Parent Facing Bus App, GPS, and student tracking services are provided on certain Olympic vehicles at no additional charge to parents. Parents will receive instructions on the app set up and student tracking function if such services are provided on the specific vehicle assigned to provide service to their individual school. Parents understand and recognize that any issues with the cloud technology, the cell technology or the

## 5. **PAYMENT TERMS**

Payment shall be made to Olympic Inc., 15806 Brookway Drive, Suite 200F/P.O. Box 2724, Huntersville, North Carolina, 28078. Client is asked to pay for round trip and one way plans no later than the last business day of the month prior to the month for which you are paying. Payments received after the last business day of the month will incur a \$28.00 late charge. In order to avoid the assessment of late fees, it is suggested that the following payment methods be used:

- Recurring bill pay initiated by Client
- Recurring bill pay initiated by Carrier (credit card/debit card or checking account).  
Completed Authorization will remain on file during the contract term.

Client will be charged for any and all bank and other fees incurred by Carrier for any check or debit transaction that is not honored by the bank or returned for insufficient or uncollected funds and failure to pay same upon demand by Carrier will result in a status of non-payment by Client and may be considered a default under this agreement.

There is no additional charge for mailed checks or payments made on line via **checking account**. Clients may also pay on line monthly in advance via credit card or debit card (Visa, MC, Discover) for a fee of \$3.50 per transaction.

Sibling discounts will be offered for the 1<sup>st</sup> sibling rider at the rate of 20%.

## 6. **INDEPENDENT CARRIER**

Carrier recognizes that it is engaged as an independent Carrier and covenants and agrees that it shall conduct itself consistent with such status.

## 7. **TERMINATION**

Either party shall have the right to terminate this agreement with or without cause at any time giving sixty (60) days' notice in writing to the other party. Upon notice of cancellation Carrier shall be required to fulfill all outstanding obligations for scheduled trips until the sixty (60) day period expires and Client shall be obligated to complete payment under the contract for said sixty (60) day period or until such time expires. Further, Client agrees to pay a \$500 early termination fee if more than sixty (60) days remain as part of the agreement in consideration of Carrier providing a seat for Client's traveler. If less than sixty (60) days remain in Contract term and Client wishes to cancel service, Client is obligated to fulfill the outstanding monthly payment obligation for the final 59 days of service.

8. **COMPLIANCE WITH LAW**

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

9. **LIMITATION OF LIABILITIES**

Client warrants that Carrier's Release of Liability and Bus Rules have been signed and, as such, have been made a part of this contract as if set forth in full.

Carrier does not guaranty to arrive or depart from any point at a specific time, but will endeavor to maintain the schedule set by Carrier. If any act of God, public enemies, authority of law, accidents, breakdowns, poor conditions of the road due to storms, construction or other reason beyond the Carrier's control, make it, in the opinion of the Carrier or its employees, inadvisable to operate the transportation service at any point on the route, then Carrier may contact Client and advise of same with no responsibility to Client for any damages that may result from the delay/cancellation.

10. **INSURANCE**

Carrier, consistent with its status as an independent Carrier will carry a Commercial Auto Liability Insurance Policy with limits of not less than \$5 Million Dollars from a company licensed and authorized to issue insurance in the State of North Carolina. A Certificate Of Liability Insurance is available for inspection upon the Client's request.

11. **DEFAULT AND REMEDIES**

The occurrence of any of the following shall constitute a default under this agreement:

- a. failure to make a required payment when due;
- b. regular tardiness as defined in this agreement;

- c. traveler's failure to comply with the Rules and Regulations for travel with Carrier as provided by Carrier;
- d. inappropriate or unethical behavior; and/or

In addition to any and all other rights either party may have available according to this agreement or by law, if a party defaults by failing to substantially perform any provision, term or condition of this agreement (including without limitation the failure to make a monetary payment when due), the other party may terminate the agreement by providing written notice to the defaulting party describing in detail the nature of the default. The party receiving such notice shall have ten days from the date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this agreement.

Should the Client be the defaulting party, Client shall pay Carrier a \$500 early termination fee per contracted rider, in addition to any other rights Carrier may have available according to this agreement or by law.

## 12. **GENERAL PROVISIONS**

### 12.1 ASSIGNMENT

This contract is a personal service contract for the services of Carrier, and Carrier's interest in this contract, duties hereunder and fees due hereunder may be subcontracted, assigned or delegated to another party without the prior written approval of Client. Carrier agrees that any duties hereunder assigned, delegated or subcontracted shall be done so with similar businesses and organizations of knowledge and skill engaged in providing similar services under the same or similar circumstances.

### 12.2 NOTICE

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt

requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

### 12.3 ATTORNEY FEES

If it becomes necessary for Carrier to enforce provisions of this contract or to obtain redress for the violation of any provisions hereof, whether by arbitration, or otherwise, Carrier, in addition to any other recovery obtained in such action, shall be entitled to any reasonable attorneys' fees, court costs, or other legal fees incurred prior to, during or after litigation or arbitration.

### 12.4 ENTIRE AGREEMENT; MODIFICATIONS

This contract supersedes all prior agreements, written or oral, between Carrier and Client and, with the addition of the previously signed Bus Rules and Release of Liability Waiver, shall constitute the entire agreement and understanding between the parties with respect to the subject matter hereof. That this contract and each of its provisions shall be binding upon the parties and may not be waived, modified, amended or altered except by a writing signed by Client and Carrier. The terms and conditions of this Contract shall prevail in the event of any inconsistency in terms.

### 12.5 FORCE MAJEURE

Neither party hereto shall be liable or responsible to the other for any loss or damage or for any delays or failure to perform due to causes beyond its reasonable control including, but not limited to, acts of God, strikes, epidemics, war, riots, flood, fire, sabotage, pandemic or any other circumstances of like character.

### 12.6 GOVERNING LAW

This contract and all of the rights and obligations of the parties hereto and all of the terms and conditions hereof shall be construed, interpreted and applied in accordance with and governed by and enforced under the laws of the State of North Carolina.

#### 12.7 WAIVERS

No delay or omission by either of the parties hereto in exercising any right or power accruing upon the noncompliance or failure of performance by the other party hereto of any of the provisions of this contract shall impair any such right or power or be construed to be a waiver thereof. A waiver by either of the parties hereto of any of the covenants, conditions, or agreements hereof to be performed by the other party hereto shall not be construed to be a waiver of any subsequent breach thereof or of any other covenant, condition or agreement herein contained.

#### 12.8 BINDING EFFECT

This contract shall be binding upon and inure to the benefit of the parties hereto and their respective permitted assigns and successors.

#### 12.9 SEVERABILITY

In case any provision hereof shall, for any reason, be held invalid or unenforceable in any respect, such invalidity or unenforceability shall not affect any other provision hereof, and this contract shall be construed as if such invalid or unenforceable provision had not been included herein.

#### 12.10 ENFORCEMENT

It is acknowledged and agreed that Carrier's provision of services to Clients are dependent on a certain number of travelers per trip made and therefore may not be reasonably or adequately compensated in damages; accordingly, Client



acknowledges and agrees that a breach by Client of the provisions hereof will cause Carrier irreparable injury and damage. Client, therefore, expressly agrees that Carrier shall be entitled to injunctive and/or other equitable relief in any court of competent jurisdiction to prevent or otherwise restrain a breach of this contract, but only if Carrier is not in breach of this Agreement.

#### 12.11 DISPUTE RESOLUTION

Any controversies or dispute arising out of or relating to this Contract shall be resolved by any or all of the following methods: arbitration, small claims court, collection agency. If binding arbitration is used it will be in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators shall in turn select a third arbitrator, who shall preside over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. The costs associated with the arbitration, other than those for the individual party's legal counsel, shall be shared by both parties equally. The arbitrator's decision shall be binding to the fullest extent of the law. Any and all fees associated with the filing of suit in small claims court, including lawyer's fees, will be added to the outstanding amount due and owing by the Client.

#### 12.12 COUNTERPARTS

This contract may be executed in multiple identical counterparts, and each counterpart, when so executed and delivered, shall constitute an original instrument, and all such separate counterparts shall constitute one and the same instrument. Reproductions, facsimiles, and copies of the original signatures shall be binding as the executed original.

12.13 RECORDS

Carrier agrees to keep accurate records of financial or working processes and any records relative to the performance of this Agreement.

Carrier 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. Carrier shall, upon request of Client, allow Client to have full access to their individual records and/or file, and the right to examine, any of such documents contained in the Client's file during such period and the period the Agreement is in effect.

Client

Carrier

\_\_\_\_\_  
Traveler/Student Name

*Lori Pasewaldt*  
\_\_\_\_\_  
Lori Pasewaldt, President  
Olympic Inc.

\_\_\_\_\_  
Parent One/Guardian Signature

\_\_\_\_\_  
7/5/22  
Date

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Relationship to Traveler/Student

\_\_\_\_\_  
Date

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Parent Two/Guardian Signature

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Relationship to Traveler/Student

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Date