

STUDENT TRANSPORTATION SERVICES AGREEMENT

This Student Transportation Services Agreement (the “**Agreement**”) is made and entered into as of this ____ day of May, 2016 (“**Execution Date**”), by and between: the operator whose name and address are indicated below, hereinafter referred to as the “**Operator**”; and the vendee whose name and address are indicated below, hereinafter referred to as the “**Vendee**.” Below, Operator and Vendee may be referred to individually as a “**Party**,” and collectively, as the “**Parties**.”

Recitals

Students of De La Salle Santiago Zobel School (“**DLSZ**”) whose name/s are indicated below (each, a “**Rider**”) need to be shuttled in school vans for hire operated by Operator (each, a “**Vehicle**”) to and from the campus of DLSZ (the “**Campus**”) (the “**Services**”); and Operator has agreed to provide, and Vendee would like to avail themselves of, the Services, under the terms set forth in this Agreement.

NOW, THEREFORE, premises considered, the Parties agree as follows:

1. **Services.** Subject to the terms of this Agreement, Operator hereby agrees to and will provide Services to the students named, as follows (each, a “**Rider**,” and collectively, the “**Riders**”):

Name	Year Level / Section	Age

2. **Accompanying Adult.** Subject to the payment by Vendee of additional fees indicated in Section 6 and to other terms and conditions hereunder and the Terms (as defined below), the Rider/s may be accompanied in the Vehicle by a responsible adult named below (if any) (“**Accompanying Adult**”), at Vendee’s or Accompanying Adult’s sole option. Regardless of the number of Riders and passengers, the Parties agree that each Vendee can only send one (1) accompanying adult to ride in the Vehicle.

Name	Birthdate	Address

The Parties agree that as a condition for an accompanying adult to be a passenger of the Vehicles under this Agreement, Vendee must submit to Operator background information and documents relating to the accompanying adult that are similar to requirements for hiring Personnel (as the term is defined in Annex A) as if the accompanying adult is a potential employee; provided, for the avoidance of doubt, that the accompanying adult will not in any way be considered an employee, vendor or independent contractor of Operator.

3. **Schedule.**

- a. Subject to permissible scheduling changes under Section 2(b) below, vehicles operated and used by Operator for purposes of providing Services (the “**Vehicles**”) will, during all regular schooldays throughout the academic year 2016-2017 (“**Current Academic Year**”), be picked up at locations designated in writing under Section 3 below at the following times (the “**Schedule**”):

Name	Pick-up Time (from Pick-up Point)	Pick-up Time (for Drop-off Point)

- b. For purposes of the Schedule, the Parties agree that time is of the essence. In case of any delay in the arrival of the Vehicle or in boarding the Vehicle by the Rider/s, Vendee and Rider/s may treat the Vehicle as not having arrived, or the Vehicle or any of the Personnel will not be obligated to wait for the Rider/s, as the case may be. Any delay of more than two (2) minutes will be considered a delay.
- c. The Schedule will be based on the schedule adopted by DLSZ, as set forth in Schedule 1, which is incorporated herein by reference and made an integral part hereof, or as otherwise announced by DLSZ. Other scheduling changes will require prior coordination between the Parties.

4. Pick-up/Drop-off Points. Subject to changes that the Parties may agree upon in writing, the Riders will be picked-up and dropped off at the following addresses:

Name	Pick-up Address	Drop-off Address

Any changes to Pick-up Point and Drop-off Point will be subject to Operator’s written consent, which shall not be unreasonably withheld.

5. Terms and Conditions. In the performance of the Services, Operator agrees to observe the highest standards of safety and security, and to exercise extraordinary diligence, at all times throughout the term of this Agreement. In addition, the Parties agree that the performance of the Services and this Services Agreement will be subject to terms and conditions attached hereto as Annex A, which are incorporated herein by reference and deemed an integral part hereof (the “**Terms**”).

6. Fees; Deposit. For and in consideration of the terms of this Agreement, Vendee agrees to pay Operator the fees and under payment terms set forth as follows throughout the term of this Agreement (the “**Fees**”):

Monthly Fees Per Rider / Accompanying Adult	No. of Passengers	Total Amount per Month
Total “Monthly Fees”		

Upon the execution of this Agreement, Vendee will pay to Operator: (i) advanced payment in the amount of the total Monthly Fees, which will be credited toward the payment of Monthly Fees for the first full month of the term of this Agreement; and (ii) a deposit in the amount of the Monthly

Fees (“**Deposit**”), any outstanding balance of which will be credited toward the payment of the outstanding Monthly Fees for the final month of the term of this Agreement (collectively, the “**Initial Payments**”). Subsequent to the payment of Initial Payments, Vendee will pay to Operator the Total Monthly Fees no later than the 5th day of every month. Monthly Fees, including the Initial Payments, will be made in cash or by check. Without prejudice to other claims under this Agreement, by law or in equity, Vendee may deduct from the Deposit any amount by which Operator is liable for any breach of the terms of this Agreement, in which case Vendee may require Operator to replenish the Deposit upon demand.

The Fees will be payable even if any classes are cancelled or if the Riders do not avail themselves of the Services for any reason whatsoever; provided that corresponding fees will be refunded if the failure of Services to be rendered on any particular day will be due to the fault or negligence of Operator or its personnel (“**Personnel**”).

The Fees set forth above will be subject to and will not be higher than the pricing set by the administration of DLSZ for the cluster where the Pick-up Point and the Drop-off Point are located prior to the opening of classes in the current academic year.

7. Insurance Coverage. Aside from being covered by mandatory insurance coverage under applicable laws, Operator, the Vehicles, the Services and the Riders will be covered by the following additional insurance coverage (if any). Vendee will be entitled to request a copy of all of insurance policies that cover Operator and the Vehicles.

Type of Insurance	Amount	Insurer	Policy Date and Number

8. Conditions Precedent. The effectivity of this Agreement is conditioned upon the following: (a) the issuance in favor of Operator of stickers that will allow vehicles operated or owned by Operator for purposes of rendering the Services under this Agreement (“**Vehicles**”) to enter the Campus and by the homeowners’ association where the Campus is located; (b) Operator shall have provided DLSZ with a copy of this Agreement including all schedules and annexes; and (c) in case Operator is a corporation, Operator must submit to Vendee a copy of the resolution adopted by Operator’s board of directors whereby Operator is authorized to enter into this Agreement and to perform its obligations hereunder.

9. Term; Termination.

- a. Term. This Agreement shall take effect as of the Execution Date and shall terminate upon the end of the Current Academic Year, unless this Agreement is earlier terminated under the following conditions:
 - (i) Upon mutual agreement of the Parties;
 - (ii) Upon thirty (30) calendar days’ written notice by Vendee to Operator;
 - (iii) Upon fifteen (15) calendar days’ written notice by Operator in case of changes to the Pick-up Point and Drop-off Point that are against DLSZ’s clustering and other policies;
 - (iv) Upon written notice by Vendee upon Operator’s failure to cure any breach of the terms of this Agreement or the Terms within fifteen (15) calendar days’ written notice of the breach;
 - (v) Upon the revocation of any of the stickers issued by DLSZ or the homeowners’ association to any of the Vehicles or to Operator, unless new stickers are issued within five (5) calendar days from the revocation;
 - (vi) Upon notice to Operator that it does not hold any or all license and permits required for Operator to provide the Services, unless such missing licenses or permits are issued to Operator within five (5) calendar days from the notice to Operator; and
 - (vii) Upon the filing of any action or petition relating to the insolvency, bankruptcy or similar issues relating to Operator.

b. Effects of Termination. Upon the termination of this Agreement, Operator will cease to be obligated to provide Services, and Vendee will cease to be obligated to pay fees other than those covering Services required or performed prior to the termination of this Agreement. Any actions or claims for or relating to Services rendered or required under this Agreement during the term of this Agreement will survive the termination of this Agreement. The termination of this Agreement for cause is without prejudice to the Parties' remedies under this Agreement and the Terms, at law, or in equity.

10. Indemnification. Operator shall indemnify, release and hold harmless Vendee from any and all obligations, claims, suits, and liabilities (including, without limitations, consequential and other similar damages) that may be filed, may arise from or accrue, in relation to the Services, including any acts that constitute fraud or negligence by Operator or its Personnel, or any breach by Operator or its Personnel of the terms of this Agreement.

11. Notices. All notices under this Agreement will be in writing and will be delivered by personal service, electronic mail or courier to the address below, or to such other addresses that may be designated from time to time by the Parties or the relevant Party.

In case of Vendee:

E-mail: _____

Attention: _____

In case of Operator:

E-mail: _____

Attention: _____

12. Miscellaneous. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof and supersedes all prior agreements and understandings, oral and written, between the Parties with respect to the subject matter hereof. No representation, warranty, promise, inducement or statement of intention has been made by either Party which is not embodied in this Agreement or any other documents, and neither Party shall be bound by, or be liable for, any alleged representation, warranty, promise, inducement or statement of intention not embodied herein or therein. No rights under this Agreement will be considered waived except through an express waiver in writing signed by the waiving Party. This Agreement may not be amended or supplemented unless the amendment and/or supplement are in writing and signed by the Parties. The title of this Agreement and the headings of the provisions hereof are inserted only for the convenience of the Parties and shall not affect the construction of this Agreement. This Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns. Operator's rights and privileges under this Agreement shall not be assignable, nor shall the duties hereunder be delegable by the Agreement without the prior written consent of the other Party.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first above written.

“Vendee”

“Operator”

Name: _____
Address: _____

Name: _____
Address: _____

Signed in the presence of:

ACKNOWLEDGMENT

REPUBLIC OF THE PHILIPPINES)
IN THE CITY OF) S.S

BEFORE ME, a Notary Public in and for _____, personally appeared on this _____ on this _____ day of _____, 2016 the following:

Name	CTC No.	Date/Place Issued
_____	_____	_____
_____	_____	_____

known to me and to me known to be the same persons who executed the foregoing contract and they acknowledged to me that the same is their free act and voluntary deed.

WITNESS MY HAND AND SEAL at the place above written.

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Series of 2016