



Operator Information & Certification Packet

**820 W. Jackson, Suite
815, Chicago, IL, 60607**



The *easy way* to charter a bus®
— *Anywhere* in North America.

Bus Operator Certification Packet

Enclosed documents:

- ✓ Introduction to The BusBank
- ✓ Frequently Asked Questions
- ✓ BusBank Contact Information
- ✓ Customer Communication Agreement
- ✓ Terms and Conditions & Master Services Agreement

Documents that need to be returned:

- ☐ Signed Customer Communication Agreement
- ☐ Signed Master Services Agreement
- ☐ Proof of Insurance (List Global Charter Services as additional insured)

Submission Instructions:

Express Submission

- ☐ Fax to: (312) 577-0947 [Send original documents via mail after faxing.] or
- ☐ Email to: busoperators@busbank.com [Send original documents via mail after emailing.]

Need Help?

- Call Supplier Relations Buyers Team –
(866)428-7226
Email: busoperators@busbank.com



*The **easy way** to charter a bus®
– **Anywhere** in North America.*

Welcome to The BusBank!

Thank you for your interest. Whether you are preparing for your first trip with us, or have already operated a number of charters for The BusBank, we are glad to have your buses in our bank. This packet provides additional background information to you about The BusBank and the details for how you can become an operator partner for our customers.

Since Joining the Lancer Financial Group in 2011, The BusBank focus has been to provide Lancer Policyholders with additional revenue opportunities. Lancer Policyholders get special access to BusBank business via Lancer Marketplace.

The BusBank presents a great opportunity for you as our Sales and Marketing team are constantly working to develop and maintain relationships with charter bus buyers across the world. We hope to increase the utilization of your coaches as nearly two-thirds of the trips are operated during the Monday through Thursday timeframe when you likely have excess equipment available.

We bear the risk of collecting from our customers, and always make payment to you pre-travel. Our customers have a wide variety of needs in terms of equipment type, amenities on the coaches, etc. Be sure to let us know if you have these types of equipment so we can direct the right business your way.

The first step is to complete the Master Services Agreement, which spells out the terms by which we will do business together. Please pay close attention to the attached documents, which will provide us with the key information to help us make this program work well for you.

We look forward to doing business with you and to having your buses in our bank!

All the best,

The BusBank Team

Introduction

What's The BusBank all about?

- The BusBank is an innovative idea whose time has come. We're a Chicago based marketing and sales company who is expanding the charter bus market and bringing our bus operator partners new business. By leveraging the power of the Internet to support our expansive sales networks, we're creating markets that will move the charter bus industry for years to come.
- Groups across North America and the world have embraced our "easy way" of doing business. Over 70% of our business is from corporations and associations and 80% is booked from outside your local market.
- Industry leaders from across North America, large and small companies alike, are on board. They immediately recognized our potential as a valued new customer. This January, the United Motorcoach Association awarded The BusBank their **Vision Award**, making The BusBank the only non-bus operator ever to receive this honor.

Why does it make sense for you to work with The BusBank?

- First, it reduces your sales expense and administrative hassle. The BusBank qualifies the customer, sets up the details of the trip, and assumes all the financial risk.
- The BusBank is a year round customer that is creating new products & services to expand the charter motor coach market that will put your excess equipment to work.

What The BusBank expects from you.

- High quality and consistent service. The same clean coaches and well-trained drivers that you have always provided.



FREQUENTLY ASKED QUESTIONS

The following are Frequently Asked Questions are from bus operators who have become part of our network. We hope you find them helpful.

Q: What is The BusBank?

A: The BusBank is the easy way to charter a bus – anywhere in North America. We are dedicated to transforming, and growing, the charter bus industry by creating a superior charter experience. To our operators, we are a national customer and committed partner. We create and consolidate demand for group and event transportation.

Think of us as an extension to your sales and marketing. We'll be your competitive edge in these uncertain times. Simply put, we are a national marketing and sales organization dedicated exclusively to bringing charter buyers and sellers together and advancing the use of charter bus services. We don't own buses, or ever intend to.

Q: What is The BusBank going to do for my company?

A: Our commitment is to provide new business and new service offerings that will help your business grow and, in addition, offer special services and savings unavailable through other means. A

The BusBank serves as an extension of your company's marketing and sales staff. We incur the expense to do all the upfront marketing and pre-trip planning. We drive the business to your company. Through driving you business, new innovative technology, and many other initiatives, The BusBank is committed to helping your business grow.

Q: What is the cost to me as a bus operator?

A: There is no cost! We ask for your best price and outstanding service to our customers. The bus operators we work with must support providing the same exceptional service that we provide for our customers

Q: How do I contact The BusBank?

A: Join The BusBank team in transforming the charter bus industry. Contact our operations team via email at busoperators@busbank.com.

Data Sheet 1: Corporate Information



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— Anywhere in North America.

Legal Business Name _____ dba or Trade Name if Different _____

Corporate Mailing Address: Street _____ City _____ State _____ Zip _____

Corporate contact: Name _____

Phone _____ Fax _____ Cell _____ Email _____

Website _____

Billing Address Street _____ City _____ State _____ Zip _____

Accounting Contact: Name _____

Phone _____ Fax _____ Email _____

Data Sheet 2: Supplier Relations Information

BusBank®

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Relationship Contact _____

Phone: _____ Fax: _____ Cell: _____ Email: _____

DOT # _____ MC # _____

FHWA/ICC # _____

Military Inspection Info

Date: _____ Rating: _____

Data Sheet 3: Supplier Relations Information (continued)



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— *Anywhere* in North America.

Memberships & Associations

- ☐ Independent ☐ IMG
☐ ABA ☐ CAB
☐ UMA ☐ Other _____
☐ Trailways

Positions Held in Associations

Association _____	Position _____	Name _____
Association _____	Position _____	Name _____
Association _____	Position _____	Name _____
Association _____	Position _____	Name _____

Service Order Information

Region _____ Operations contact _____
Major metro _____ Dispatch contact _____
_____ Night/emergency 24/7 phone # _____
Sales contact _____ Pager/cell # _____
Phone _____ Fax _____ Email _____

Data Sheet : Inventory Overview



The *easy way* to charter a bus®
– *Anywhere* in North America.

Total # of Vehicles _____

Vehicle Type Quantity

Mid-Size Coach (30-45) _____

Deluxe Motorcoach (54+) _____

School Bus _____

Executive Coach _____

Mini Coach _____

Entertainer Coach _____

Limo Bus _____

Trolley _____

Double Decker _____

Facilities

Wash Yes ☐ No ☐

Dump Yes ☐ No ☐

Mechanic Yes ☐ No ☐

Full-Service
Garage Yes ☐ No ☐

Additional Information: _____

Customer Communication Agreement

Overview

The BusBank is a sales and marketing organization that focuses on creating new markets for motor coach operators. In order for The BusBank to succeed in its mission, it spends a considerable amount of resources to acquire and retain customers. Bus operators benefit from this relationship because The BusBank gives them access to these qualified leads. In order to ensure the ongoing success of the partnership, The BusBank has outlined the following guidelines for working with our customers.

Prohibited forms of communication:

- Contacting the customer after the trip has been completed.
- Distributing marketing material such as business cards, brochures, etc... while the customer is on the trip or after the trip.
- Discussing any of the financial details of the trip with the customer.
- Collecting contact information from any of the passengers or group leader.
- Solicitation of any kind.

Allowed forms of communication:

- Contacting the group leader during the trip for logistical reasons.
- If the bus is running late or has mechanical issues, the bus operator should contact The BusBank immediately.
- The bus operator must contact The BusBank if the customer requests additional services or changes in itinerary.

Note: The BusBank surveys all customers after each trip. If violations related to customer communications occur then the bus operator risks having their BusBank certification revoked and The BusBank will not conduct any future trips with the bus operator.

Acknowledged by (Print): _____

Signature: _____

MASTER SERVICES AGREEMENT

This Master Services Agreement ("Agreement") is dated as of _____, 20____, by and between Global Charter Services, Ltd. d/b/a The Bus Bank ("The BusBank") and _____ ("Operator") for the provision of passenger transportation services ("Charter Services") by Operator.

In consideration of the mutual covenants contained herein, the parties hereto agree as follows:

1. Work Orders. The BusBank will submit to Operator requests for pricing and availability information for pre-qualified customers (the "Charter Customer") seeking Charter Services in Operator's area (an "RFQ"). Operator shall promptly respond to an RFQ (a "Quote") and each Quote shall be effective for ten (10) Business Days following the date of receipt of such Quote by The BusBank.

A Quote shall be accepted by The BusBank upon Operator's receipt of a formal Purchase Order from The BusBank.

The RFQ, Quote and Purchase Order shall together constitute a "Work Order." Each Work Order shall constitute a legal contract between The BusBank and Operator, separate and distinct from any other Work Order. Each Work Order shall be deemed to incorporate the provisions of this Agreement. Should any provision of a Work Order be in conflict with any provision(s) of this Agreement, the provision(s) of this Agreement shall take precedence and govern.

The BusBank shall deliver to Operator the final itinerary of the charter covered by the Work Order (the "Charter") at least twenty-four (24) hours prior to the date of departure of the Charter (the "Charter Date").

2. Fees, Billing and Payment. For the purpose of this Section 2, "Charter Fees" shall mean the costs associated with the contracted Charter. If there is a change in the Charter resulting in an increase in miles or hours to that specified in the Work Order, then an additional charge may be made for such additional service; provided, however, Operator shall notify The BusBank of any change to the Charter Fees in writing within two (2) business days following the completion of the service.

The BusBank shall pay Operator as defined in the payment schedule on the Purchase Order.

3. Deposits; Cancellations. The BusBank shall not be required to make a cash deposit to Operator at the time a Purchase Order is issued to Operator. The Purchase Order will indicate The BusBank's acceptance of the obligation to pay Operator for each Work Order in full for all Charter Services performed, provided that no cancellation notice has been issued by The BusBank prior to the Charter Date.

In the event it becomes necessary to cancel a Work Order, The BusBank will notify Operator in writing via facsimile or e-mail. The BusBank shall pay a cancellation fee ("Cancellation Fee") as defined by the respective Operator's cancellation policy provided same is furnished to the BusBank before the date of any Purchase Order.

4.1 Operator Services. Operator shall provide the Charter Services in a professional manner. Charter Services provided by Operator shall satisfy all requirements set forth in this Agreement. Operator will monitor the Charter Services provided by its staff. When requested, Operator shall display signs to indicate that the Charter was arranged by The BusBank.

While the required specifications for each Charter will vary, Operator shall provide vehicles as listed on the Work Order. Operator shall maintain its available vehicles and clean all vehicles listed on the Work Order on a daily basis. Such cleaning shall include the discharge of sewage in a lawful manner.

Operator shall furnish properly licensed and professional drivers.

4.2 Compliance with Laws. In connection with its obligations under this Agreement, Operator shall comply with all applicable federal, state and local laws and regulations and shall obtain all applicable permits and licenses. Operator agrees to make itself aware of and comply with all local, state and federal ordinances, statutes, laws, rules and regulations applicable to Charter Services. Operator further agrees that it will at all times during the term of this Agreement be in compliance with all applicable federal, state and local laws regarding employment practices. Such laws include, but shall not be limited to workers' compensation, the Fair Labor Standards Act (FLSA), the Americans with Disabilities Act (ADA), the Family and Medical Leave Act (FMLA) and all Occupational Safety and Health Administration (OSHA) regulations applicable to the Charter Services.

5. Insurance. Operator shall carry and maintain, at its own expense, during the term of this Agreement, Liability Insurance as follows:

(a) Automobile Liability Insurance including coverage for bodily injury and property damage, hired and non-owned autos, contractual liability coverage and completed operations coverage. Limits of liability shall be a minimum of \$5,000,000.00 per occurrence.

(b) Commercial General Liability Insurance including bodily injury and property damage coverage, products liability and completed operations coverage, contractual liability coverage and personal and advertising injury liability coverage. Limits of liability shall be a minimum of \$1,000,000.00 per occurrence.

(c) Workers' Compensation Operator will carry a program of statutory workers' compensation insurance and employers' liability insurance in an amount of at least (\$1,000,000.00) and in an amount and form which meets all applicable statutory requirements, and which specifically covers all persons who provide services by or on behalf of Operator and all risks to such persons under this Agreement. Operator will be solely responsible for furnishing workers' compensation benefits to any employed person for injuries which arise from or are connected with any Charter Services performed on behalf of Operator pursuant to this Agreement.

All of the insurance policies described in this Section 5 shall, by endorsement, name Global Charter Services, Ltd., dba The BusBank as an additional insured. The endorsement shall provide that such coverage shall not be cancelled or non-renewed without 30 days advance written notice to The Busbank at the address listed at the end of this Agreement. The endorsement shall be acceptable to the BusBank in form and substance. The automobile and general liability policies described above shall be primary and non-contributory with any insurance of The Busbank.

6. Termination. Either party shall have the right to terminate this Agreement for any reason or for no reason upon ninety (90) days advance written notice to the other party. Upon the termination of this Agreement by either party, Operator shall continue to be obligated to provide the Charter Services for those Work Orders existing at the time of the termination (the "Existing Charters"); provided, however, The BusBank shall have the right to replace Operator with other operators on such Existing Charters.

7.1 Indemnification by Operator. In addition to any other rights The BusBank may have at law or in equity, Operator shall indemnify, hold harmless and defend The BusBank, and its parent, its subsidiaries, and their respective successors and assigns, and each of their respective officers, directors, agents, representatives and employees (each a "BusBank Indemnitee") from and against all liabilities, assessments, levies, losses,

fines, penalties, damages, costs and expenses, including, without limitation, reasonable fees and expenses of attorneys, accountants and other professionals actually sustained or incurred by any Bus Bank Indemnitee, in connection with, resulting from or arising out of (a) any inaccuracy in or breach of any representation and warranty made by Operator to The BusBank herein; (b) any breach by Operator, or failure by Operator to comply with, any of the covenants or obligations under this Agreement, and (c) bodily injury or property damage caused, in whole or in part, by the negligence, gross negligence, intentional conduct, acts or omissions of Operator and its employees, agents or assigns in the performance of this Agreement and the performance of Charter Services with Charter Customers of The BusBank.

7.2 Indemnification by The BusBank. In addition to any other rights Operator may have at law or in equity, The BusBank shall indemnify, hold harmless and defend Operator, and its subsidiaries, and their respective successors and assigns, and each of their respective officers, directors, agents, representatives and employees (each an "Operator Indemnitee") from and against all liabilities, assessments, levies, losses, fines, penalties, damages, costs and expenses, including, without limitation, reasonable fees and expenses of attorneys, accountants and other professionals actually sustained or incurred by any Operator Indemnitee, in connection with, resulting from or arising out of (a) any inaccuracy in or breach of any representation and warranty made by The BusBank to Operator herein; and (b) any breach by The BusBank of, or failure by The BusBank to comply with, any of the covenants or obligations under this Agreement.

8.1 Independent Contractor. The relationship of the parties established by this Agreement is solely that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give any party the power to direct or control the day-to-day activities of the other; or (ii) constitute such parties as partners, joint venturers, co-owners or otherwise as participants in a joint or common undertaking; or (iii) make either party an agent of the other for any purpose whatsoever. Neither party nor its agents or employees is the representative of the other for any purpose, and

neither has the power or authority to act as agent or employee to represent, to act for, bind, or otherwise create or assume any obligation on behalf of the other. Operator shall be fully and solely responsible for its own acts and omissions and those of its employees, officers and agents. Operator shall be responsible for the payment of all salaries, withholding taxes, workers' compensation, disability benefits and other compensation and related taxes for such persons.

8.2 Notices. All notices required or permitted under Section 1 and Section 3 hereof shall be sent by certified mail, return receipt requested or overnight mail, or as otherwise determined by the parties in writing (the "Charter Communication"). Notices delivered by certified mail shall be deemed given five (5) business days after being deposited in the United States mail, postage prepaid. Notices delivered by nationally recognized private overnight courier shall be deemed given on the day following receipt. All Notices shall be addressed to the party's address set forth on the last page of this Agreement.

8.3 Force Majeure. Neither party shall be liable for failure or delay in performing obligations set forth in this Agreement, and neither party shall be deemed in breach of its obligations, if such failure or delay is due to natural disasters, strike, lock-out, or other industrial or transportation disturbances, law, regulation or ordinance, or any causes reasonably beyond the control of such party.

8.4 No Assignment. The obligations of Operator pursuant to this Agreement, and the Work Orders, are not to be transferred, subcontracted, or assigned to any person or organization without the prior written approval of The BusBank.

8.5 Governing Law. This Agreement shall be construed in accordance with the laws of the State of Illinois, without regard to its internal conflict of laws. Any legal action, suit, or proceeding with respect to this Agreement shall be brought exclusively in a federal court or state court within Cook County, Illinois.

GLOBAL CHARTER SERVICES, LTD.

D/B/A THE BUS BANK

820 West. Jackson Suite 815

Chicago, IL 60607

Attn: Bus Operator Relations

E-mail:buoperators@busbank.com

(312) 476-6100 Phone (312) 577-0947 Fax

By:_____

Name: _____

Title: _____

OPERATOR Name:

OPERATOR Address:

By: _____

Name: _____

Title: _____