

# **KIDZ SAFE RIDE POLICIES AND PROCEDURES**

## **Contacting KIDZ SAFE RIDE:**

- Please address all questions and concerns during normal business hours, which are Monday through Friday from 7:00am-6:00pm. Please allow at least one business day to receive a follow-up call. Text to 410 299-7520 is preferred for an expedited response.

## **Terms of Services**

1. These Terms of Use ("Terms") govern the access or use by you, an individual and on behalf of your minor's services (the "Services") made available by Limelight Music School, Inc. (dba "KIDZ SAFE RIDE"). PLEASE READ THESE TERMS CAREFULLY BEFORE USING THE SERVICES. In these Terms, the words "including" and "include" mean "including, but not limited to."
2. Your use of the Services constitutes your agreement to be bound by these Terms, which establishes a contractual relationship between you and Limelight Music School, Inc.. If you do not agree to these Terms, you may not use the Services. KIDZ SAFE RIDE may immediately terminate these Terms or any Services with respect to you, or generally cease offering or deny access to the Services or any portion thereof, at any time for any reason.
3. KIDZ SAFE RIDE may amend the Terms related to the Services from time to time. Amendments will be effective upon KIDZ SAFE RIDE posting of such updated Terms on the website or the amended policies or supplemental terms on the applicable Service(s). Your continued access or use of the Services after such posting constitutes your consent to be bound by the Terms, as amended.
4. KIDZ SAFE RIDE is authorized to pick up and/or drop off my child and transport them in a KIDZ SAFE RIDE vehicle. I understand that my child will be properly secured in a seat belt or approved child safety seat.
5. KIDZ SAFE RIDE is authorized to secure emergency medical care for my child when I cannot be immediately reached at the time of an emergency. You understand that you will be responsible for any emergency medical charges assessed.
6. **DISCLAIMERS; LIMITATION OF LIABILITY; INDEMNITY.**
  - A. **DISCLAIMER. THE SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE."** KIDZ SAFE RIDE DISCLAIMS ALL REPRESENTATIONS AND WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, NOT EXPRESSLY SET OUT IN THESE TERMS, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
  - B. **LIMITATION OF LIABILITY. KIDZ SAFE RIDE SHALL NOT BE LIABLE FOR INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOST DATA, PERSONAL INJURY, OR PROPERTY DAMAGE RELATED TO, IN**

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CONNECTION WITH, OR OTHERWISE RESULTING FROM ANY USE OF THE SERVICES, EVEN IF KIDZ SAFE RIDE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. KIDZ SAFE RIDE SHALL NOT BE LIABLE FOR ANY DAMAGES, LIABILITY OR LOSSES ARISING OUT OF: (i) YOUR USE OF OR RELIANCE ON THE SERVICES OR (ii) YOUR INABILITY TO ACCESS OR USE THE SERVICES; KIDZ SAFE RIDE SHALL NOT BE LIABLE FOR DELAY OR FAILURE IN PERFORMANCE RESULTING FROM CAUSES BEYOND KIDZ SAFE RIDE 'S REASONABLE CONTROL. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU IN CONNECTION WITH THE SERVICES FOR ALL DAMAGES, LOSSES AND CAUSES OF ACTION EXCEED ONE MONTH'S FARE.

C. THE LIMITATIONS AND DISCLAIMER IN THIS SECTION 6 DO NOT PURPORT TO LIMIT LIABILITY OR ALTER YOUR RIGHTS AS A CONSUMER THAT CANNOT BE EXCLUDED UNDER APPLICABLE LAW.

D. INDEMNITY. You agree to indemnify and hold KIDZ SAFE RIDE and its officers, directors, employees, and agents harmless from any and all claims, demands, losses, liabilities, and expenses (including attorneys' fees), arising out of or in connection with: (i) your use of the Services and (ii) your breach or violation of any of these Terms.

7. KIDZ SAFE RIDE reserves the right to change, amend, or terminate this agreement and/or deny service at any time.

### **Fares:**

All rides are one-way, distances calculated from pick-up address to drop-off address. Use Google Maps to calculate distances.

Base rate: 0-3 Miles \$15.00

Each additional mile or fraction thereof: \$2.00

Example:

Pick-up to drop-off is 5.6 miles. The first 3 miles is covered by the \$15 base fare, plus 2.6 extra miles, or  $3 \times \$2 = \$6$  extra, for a total fare of \$21.

Fares may be changed at any time without notice. Changes will be reflected on the next regular monthly invoice. A temporary surcharge to all fares will be applied if gasoline prices increase over \$3.99/gallon.

## **Discounts:**

**Multiple family members:** For two or more family members being picked up at the same time and place and dropped off at the same time and place, a 25% discount will apply to all but the first rider.

**Frequent Rider Discounts:** For any family reserving greater than 20 trips per month, a 10% discount off the entire fare applies and will be reflected in the monthly invoices. This discount may be combined with the Multiple family member discount for greater savings.

**School Breaks:** Payments for rides to and from school during official school breaks and holidays will be discounted at 50%. This includes Thanksgiving, Winter and Spring break. Alternately, substitute schedules, within our service area, will be allowed during these periods for regular fares.

## **Reservations:**

All services are provided on a regular schedule, weekly, bi-weekly or monthly. KIDZ SAFE RIDE reserves the right to refuse or terminate services to families and individuals according to the policies stated herein, for purposes of safety, convenience and violation of rules and policies. As such, we give preference to families who reserve regular weekly transportation.

Fares are fully earned upon payment, not refundable for any reason including weather closures, sick days, school closures, vacations, school breaks, field trips, holidays (except holidays when we are closed, see below) or any other reason. See discounts for school breaks, above.

KIDZ SAFE RIDE reserves the right to cancel contracts at any time. Parents/guardian will be notified of this cancellation with five business days.

## **Schedules:**

Each family requesting service must complete a registration form, medical release forms and pay an annual \$100 registration fee for one student, \$150 registration fee for a family of up to 4 students. Registration fee is good for the entire school year.

A personal meeting will follow, we'll meet you at home or office, and we can discuss our policies and your schedule. Once established and approved by KIDZ SAFE RIDE, you may not change your schedule except by special permission of KIDZ SAFE RIDE, for the remainder of the school year. The last month of the school year, June, may be prorated for the number of days actually in school.

If a summer schedule is desired, a schedule change can be made to accommodate your new schedule without re-registering, thus saving the annual registration fee.

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Registration at the start of the school year in August will require another registration fee, and the August fare payment will also be prorated, unless a summer schedule has been maintained.

Cancellation of services may take effect at the beginning of any month. No refunds will be issued for missed days in previous months for any reason.

KIDZ SAFE RIDE observes the following holidays and will not charge for services on those days: New Years Day, MLK Day, Memorial Day, Labor Day, Independence Day, Thanksgiving Day, Friday after Thanksgiving, Christmas Eve, Christmas. Through New Years Eve.

### **Payments:**

All reservations are prepaid, due in full by 5:00 pm on the last Friday of the preceding month. Invoices will be sent by email on approximately the 21<sup>st</sup> of each month. KIDZ SAFE RIDE needs time to arrange schedules that change, so failure to pay by the last Friday of each month may result in termination of services or failure to pick up on the 1<sup>st</sup>.

Invoices may be paid by Credit card or Paypal. Paypal accounts must still maintain a valid credit card on file for additional service fees.

### Unscheduled or Stand By Fares:

Stuff happens, we understand. Your child is sick and you're not in town, or you have to work late on a day a ride isn't scheduled, or you forgot about the orthodontist, call us. For registered riders only, we offer unscheduled rides on a stand-by, space available basis. There is a flat \$25 fare, payable before pick-up, just call us and we'll let you know if we can accommodate you.

### **Additional Service Fees:**

There are a number of conditions that will make additional service charges necessary on an individual basis:

A \$15.00 service charge will be applied if the following occurs:

- If we are asked within the same day to deliver an item that was left on the van.
- If we are asked to pickup or drop off at a different location on the same day.
- If we are asked to pickup or drop off at a different time on the same day.
- If the transportation is provided outside our normal operating hours of 7:00am-6:00pm.
- No-show pick-ups, missed shuttles, etc.
- Cancellation of pickup less than 2 hours from the scheduled time of pick-up (in addition to your regular prepaid fare).
- If the driver must wait more than 5 minutes for the passenger upon pick-up

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- If there is no one to receive the passenger upon arrival, if we have to wait more than 5 minutes to safely drop-off the passenger or, if because of other schedule concerns, the passenger must stay on the vehicle and be dropped off at a later time. This is considered an unsafe drop-off, see rules below.
- A \$25 fee will be charged for NSF on any check submitted as payment.
- A \$50.00 fee will be charged for cleanup of sick kids. Sorry, no exceptions. Damages to vehicles by passengers or their actions will be billed according to the cost of repairs.

### **Pick Up / Drop off Policy:**

- All children will be picked up at their front door.
- To avoid missed rides, we urge riders to be ready to board KIDZ SAFE RIDE vehicles ten minutes before the scheduled pick-up time. For example, if pick-up is scheduled for 7:20 a.m., the rider should be ready to leave by 7:10 a.m.
- Stop times are departure times. Driver will wait no more than 5 minutes for passengers to board, then they will be recorded as a “no-show,” subject to an additional fee of \$15. Please call us as soon as you know of any schedule change, including absences. The KIDZ SAFE RIDE drivers operate on a planned, timed schedule, and a delay at one location can cause additional delays at other locations and for other families.
- The driver cannot and will "NOT" return for late students.
- The KIDZ SAFE RIDE driver is not required to exit their vehicles to ring doorbells or enter buildings to seek out or escort riders to a KIDZ SAFE RIDE vehicle. The Driver is not required to honk their horns or make phone calls to announce their arrival at a pick-up or drop-off location. Driver is not required to sign riders in or out of school, classes, programs, daycare, or similar locations or activities.
- School or activity pick-ups will occur at designated pick-up locations. Passengers are expected to board the KIDZ SAFE RIDE vehicle upon their arrival at pick-up locations. Please remind your child to be ready to go at the time KIDZ SAFE RIDE is scheduled to arrive, so that we can get your child to their destination in a timely manner. Again, because Driver is on a schedule, we can wait only 5 minutes for the rider. Driver will contact parent/guardian that their child/children has not arrived to the vehicle on time.
- Because traffic, weather, and tardy riders can cause delays, KIDZ SAFE RIDE considers its driver to be “on time” if they arrive at a given location within ten minutes of their scheduled pick-up or drop-off time.
- Most of the time a driver will be less than ten minutes behind schedule, but delays can, occasionally, be much longer.
- KIDZ SAFE RIDE riders expecting a pick-up should not leave their pick-up locations unless they’ve waited at least 15 minutes—past their scheduled pick-up time—for their KIDZ SAFE RIDE driver to arrive. In most instances, leaving a pick-up location will only cause further delays. If a rider has waited 15 minutes and a KIDZ SAFE RIDE driver has not arrived—and has not already contacted the rider—the rider should seek out a parent, caregiver, or authorized supervisor and contact the KIDZ SAFE RIDE main office at 410 299-7520. When a KIDZ SAFE RIDE driver knows he or she will be

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more than ten minutes late for a pick-up or drop-off, KIDZ SAFE RIDE will try to contact the parent, caregiver, passenger, or an authorized supervisor at the pick-up or drop-off location.

- The KIDZ SAFE RIDE driver cannot leave the vehicle and cannot ring doorbells, sign-in or sign out, or escort students. Please make other arrangements at those locations.
- Drop off will be done when driver can see supervision is on the grounds.
- In the event of a severe illness, which includes but is not limited to, vomiting, diarrhea, skin rashes such as wring worms etc., head lice, or any airborne or contagious diseases of your student, KIDZ SAFE RIDE will not be able to transport your child. Parents must pick up their children to prevent the widespread of any contagious illness.
- KIDZ SAFE RIDE driver cannot send children into potentially unsafe conditions at the drop off location. “Unsafe drop-offs” are those in which a KIDZ SAFE RIDE driver is unable to leave a rider's drop-off location because the rider:
  - a. Cannot enter his or her destination, or
  - b. A parent or caregiver is not present or does not accept responsibility for the rider.

The rider cannot enter a situation or environment that the driver considers unsafe. When an unsafe drop-off situation arises, the KIDZ SAFE RIDE driver is required to retain responsibility for the rider until one of the three criteria mentioned above can be met.

### **SCHEDULE CHANGE/ROUTE CHANGE**

- A rider’s parent or caregiver has primary responsibility for contacting KIDZ SAFE RIDE when that rider’s schedule needs to change, for example, when school is not in session or when a ride needs to be canceled.
- KIDZ SAFE RIDE does not accept route or schedule changes from passengers. We accept changes only from parents, caregivers, or customers.
- Routes are made according to seats reserved and must be prearranged. Occasional schedule changes must be made at least 24 hours in advance, and are at the discretion of KIDZ SAFE RIDE. Fare adjustments may be necessary due to extra mileage. Emergency schedule changes, also at the discretion of Kidz Safe Ride, are also subject to a \$15 fee in addition to the fare. Two such occasional/emergency schedule changes per month per family are allowed. Permanent schedule changes will require a new service agreement and the approval of KIDZ SAFE RIDE.

## **CANCELLATION POLICY:**

- **Individual rides:** Customers are required to provide notice of cancellation of individual rides via telephone. There is no cancellation fee if the cancellation is made at least two (2) hours prior to the scheduled time of service and it is confirmed by KIDZ SAFE RIDE. Cancellations made after that time or no-shows, missed shuttles, etc., are subject to a cancellation fee of \$15, in addition to the day's fare.
- **Weather cancellations:** See Weather Policy. KIDZ SAFE RIDE strictly follows the local school board cancellations. Transportation cancellations due to unsafe roads and weather will be observed. Parents/guardian will be notified by telephone before 7:15 am to allow alternatives. No refund.
- **Cancellation of Services:** Cancellation of services may take effect at the beginning of any month. No refunds will be issued for missed days in previous months for any reason.

## **Bad Weather Situations**

Passenger safety is our top priority. When icy conditions exist, we proceed with extreme caution. If they occur after students arrive at their pick-up location, we'll attempt to pick your student up and take him or her to the prearranged destination. Should conditions worsen, it might become necessary to pick your student up earlier than scheduled. When this occurs, parents must contact us at 410 299-7520 and their child's school to coordinate new, earlier pick-up times.

We monitor local news channels and radio stations for school cancellations and delayed starts. This improves passenger safety in the event adverse weather conditions occur during evening or early morning hours. As news comes in, we keep parents informed of any changes to their regular transportation schedule.

When school is closed for weather, morning pick-ups will be cancelled with no refunds or credits. We will accommodate early dismissals, but delays may occur. After-school rides MAY be cancelled depending upon exact conditions. If after-school rides are cancelled by KIDZ SAFE RIDE, we will contact you and credit the ride to your next month's invoice.

## **Behavior and Safety**

While on board a KIDZ SAFE RIDE vehicle, transportation rules must be followed at all times. Parents, please remind your children of the importance of these rules throughout the year. KIDZ SAFE RIDE is transporting the most precious cargo of all – your child – and we want to ensure that every ride on a KIDZ SAFE RIDE vehicle lives up to our name!

- All passengers will obey the driver during pick up, transport, and delivery. The driver may assign seats, if necessary.
- All children must wear their seat belts.
- No horse playing or standing while the vehicle is in motion.

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- All passengers must be courteous; inappropriate language/behavior is not acceptable or tolerated.
- For safety reasons no eating or drinking is permitted in any vehicles.
- Passengers will remain seated while the van is moving. Passengers should not board or depart from the vehicle until the vehicle has come to a complete stop and the driver has opened the door.
- No fighting, arguing or physical contact with other passengers. Insubordinate and disrespectful behavior and language towards anyone will "NOT" be tolerated. Any child/children that physically harm others, are insubordinate or disrespectful will be removed as soon as possible from the vehicle and contract will be cancelled immediately. No refund for that month.
- BULLYING will not be tolerated.
- The parent/guardian must inform KIDZ SAFE RIDE and driver of any issues that might affect the safety of the child or other children in the vehicle such as restraining orders, child custody change, separation or any other legal matter concerning child/children.
- No object throwing is allowed in or out of a KIDZ SAFE RIDE vehicle.
- No hanging in or out of the windows while riding in a KIDZ SAFE RIDE vehicle.
- No passenger disturbance allowed while riding in a KIDZ SAFE RIDE vehicle. It is vital to everyone that the driver is able to concentrate while the vehicle is in motion.
- Passengers should not destroy van property or the property of other passengers.
- KIDZ SAFE RIDE is not liable for any missing or damaged items left on a KIDZ SAFE RIDE vehicle.
- Students under 8 years of age and under 4'9 inches tall, must ride in a child safety seat.
- Audio/Video devices may be used with headphones "ONLY" at reasonable volume.
- KIDZ SAFE RIDE is NOT responsible for lost, stolen, left or damaged items while aboard our vehicles. Any items of value should be left at home.

I have Read and Understand these policies:

Signed \_\_\_\_\_

Date \_\_\_\_\_