



TRANSPORTATION USE AGREEMENT

This Bus Rental Agreement ("Agreement") is effective as of the date of last signature ("Effective Date"), and is made between _____ ("Organization") with a principal place of business at _____ and Sand Springs Public Schools ("District") with a principal place of business at 11. W. Broadway, Sand Springs, OK 74063. Organization and District are hereinafter collectively referred to as "Parties".

The District rents to Organization and Organization rents from the District, subject to the terms and conditions of the Agreement:

("Equipment/Service/Description of Trip")

1. Services to be Performed

District agrees to perform the following service:

Provide a Bus and/or driver for the duration of the requested trip.

OR

District agrees to perform the services described in the Estimate attached to this Agreement.

2. Rental Requirements

- At least 1 adult from your organization is required to be on each bus to supervise the passengers.
- Although the driver's primary responsibility is to focus on safely driving the bus, not to be responsible for passenger management/control while on Trips, if bus passengers are not acting appropriately, the driver may intervene to resolve the situation. After driver intervenes, organization/supervising adult **MUST keep the situation under control from there**.
- We require that Sand Springs Public Schools Employees drive the bus for the duration of the rental.
- All normal school bus safety rules **MUST** be followed.
- Buses must have sufficient clearance to safely maneuver while on the trip without risk of accident. Lack of sufficient clearance could result in the inability to complete the trip; modification of the trip to a location where sufficient space does exist; cancellation of future trips going from/to the location of insufficient clearance. Examples of insufficient clearance may include parking lots that are too tight or have too many cars, narrow roads, tight turns, low bridges, low trees, bridges of insufficient weight tolerance, etc.
- **BLACKOUT TIME RESTRICTIONS** will be in effect each day where school is in session and no buses nor drivers will be available during these hours. Blackout Time will be observed each school day between the following hours:
5:30am-8:25am
and
2:00pm-5:00pm

3. Expenses

In consideration for the services to be performed by the District, Organization agrees to pay the District at the following rates:

- Mileage is calculated beginning from the Transportation Lot (408 W. 55th St, Sand Springs, OK 74063) and ends upon return at the Transportation Lot (408 W. 55th St, Sand Springs, OK 74063). Mileage will be charged at a rate of \$2.25/mile.
- Time is calculated beginning 15 minutes before the driver leaves the Transportation Lot to allow time for a Pre-Trip Inspection of the vehicle and ends 15 minutes after the driver arrives back at the Transportation Lot to include a Post-Trip Inspection. Time will be charged at a rate of \$18.00/hr
- As long as the driver is "On Call", meaning that the driver is unable to do anything that he or she would normally do during off time, the driver is considered to be "On the Clock" and the \$18.00/hr rate will apply.
- Organization shall reimburse the District or cover the following expenses that are attributable directly to work performed under this Agreement: Toll fees / parking fees / driver lodging / driver meals
- The District shall submit an itemized statement of the District's expenses. Organization shall pay the District within 30 days after the receipt of each statement.

4. Rentals Costs assumed by Other Organizations

The District does not assume any responsibility for the submission, accuracy, timeliness, etc. of any "additional" trip related paperwork such as funding requests, reimbursement forms, evaluation forms, etc. These forms are the responsibility of the Organization. The District will provide an estimate of bus rental costs when requested as well as an invoice to follow which will be billed to the Organization. This invoice can then be forwarded to any other organization who may be assuming the responsibility of payment.

5. Payment

The District shall be paid within 30 days after the District submits an invoice to the Organization. The invoice should include the following:

- An invoice number.
- The dates of service covered by the invoice.
- A summary of the work performed.

Payment should be issued in check form made out to "Sand Springs Public Schools".

Cash payments should be avoided if possible. If no option exists, please contact us to discuss further.

6. Business Licenses, Permits, and Certificates

The District represents that the District and District's employees will comply with all federal, state, and local laws, required drivers and other licenses as well as other certificates required to carry out the services to be performed under this Agreement.

7. Insurance

District shall provide the following insurance coverage and maintain it during the entire term of this Agreement in order to cover its' drivers and vehicles.

- A certificate of \$1,000,000 liability insurance showing coverages consistent with the Governmental Tort Claims Act
- The minimum motor vehicle liability coverage of:
 - a) \$25,000 to claimant for any number of claims for damage to or destruction of property arising out of a single accident or occurrence
 - b) \$125,000 to claimant for all other claims arising out of a single accident or occurrence
 - c) \$1,000,000 for any number of claims arising out of a single occurrence or accident

Organization shall provide the following insurance coverage and maintain it during the entire term of this Agreement in order to cover any circumstances where a claim is made that does not involve operation of the vehicle*:

- A certificate of \$1,000,000 liability insurance showing coverages consistent with the Governmental Tort Claims Act
- "Sand Springs Public Schools" must be listed as "additional insured"
- This documentation of insurance must be furnished to the Superintendents office ten days prior to the scheduled event.
- The minimum general liability coverage required is:
 - a) \$25,000 to claimant for any number of claims for damage to or destruction of property arising out of a single accident or occurrence
 - b) \$125,000 to claimant for all other claims arising out of a single accident or occurrence
 - c) \$1,000,000 for any number of claims arising out of a single occurrence or accident

**This requirement is waived for Tulsa County*

8. Terms of Agreement

This agreement will become effective when signed by both parties and will terminate on the earlier of:

- The date the District completes the services required by this Agreement
- _____ [date], or
- the date a party terminates the Agreement as provided below.

9. Rental Cancellation

Organization must give the District a Cancellation Notice at least 2 hours prior to the beginning of the rental.

Cancellations with less than 2 hours of notice will result in an invoice from the District of not less than 2 hours of drive time to cover any expenses incurred by the district and the driver. The invoice will reflect the drivers time spent on the clock, the miles driven, and 2 hours of time of additional drive time for each unneeded driver.

10. Terminating the Agreement

With reasonable cause, either Organization or District may terminate this Agreement, effective immediately, upon giving written notice.

Reasonable cause includes:

- A material violation of this Agreement
- Any act exposing the other party to liability to others for personal injury or property damage.

Signed,

Sean Parker
Director of Transportation (Authorized Signer)

Authorized signer for Organization (Printed Name)

Effective Date

Authorized signer for Organization (Signature)

Effective Date