

**ASPIRE TRANSPORTATION, LLC**

5200 Clark Ave. Suite #298 | Lakewood, CA 90714

Office: (562) 804-6001 | office@aspirebus.com

TCP #32368 / CA #447339

TERMS OF SERVICE

Effective July 1, 2026 | Version 1.0

These Terms of Service (the "Terms") govern all charter and contract transportation services provided by Aspire Transportation, LLC ("Aspire," "we," or "us") to the customer identified on the applicable Trip Confirmation Form ("Customer" or "you"). By submitting a Trip Confirmation Form, remitting payment, or permitting any passenger to board an Aspire vehicle, Customer accepts these Terms. The Trip Confirmation Form and these Terms together constitute the agreement for the applicable trip.

1. RATES AND CHARGES

1.1 Rates. Rates, terms, and conditions are subject to change before a trip is confirmed. The rate for each trip is calculated from the information provided on the Trip Confirmation Form. If actual service differs from the confirmed service, charges may be adjusted accordingly.

1.2 Additional Time. Time beyond the scheduled trip duration is billed in one-hour increments at the applicable hourly rate. A ten (10) minute grace period may be extended at Aspire's discretion.

1.3 Changes and Added Service. Additional stops, additional mileage, waiting time, or itinerary changes not listed on the Trip Confirmation Form may result in additional charges.

1.4 Rush Service. A rush fee may apply to any trip booked for same-day service.

1.5 Pass-Through Costs. Customer is responsible for parking fees, tolls, permits, venue access charges, and other third-party charges incurred in connection with the trip.

1.6 Vehicle Damage and Cleaning. Damage to a vehicle, or cleaning beyond routine sweeping, may be billed to the responsible party at cost, together with the reasonable value of resulting vehicle downtime.

2. SCHEDULING AND DEPARTURE TIMES

2.1 Confirmed Departure Times. Customer is bound to the departure times listed on the Trip Confirmation Form. Because of commercial driver hours-of-service regulations and other regulatory requirements, Aspire must strictly manage departure and release times.

2.2 Tentative Times. Tentative or "TBA" times will be accepted only until 11:59 p.m. on the day before the trip is scheduled to commence. Times not confirmed by that deadline may result in cancellation of the trip at Customer's expense.

2.3 Group-Caused Delay. If the group has not boarded or is not ready to depart at the scheduled departure time, and the delay is caused by the group, a late-departure charge of \$101.00 per fifteen (15) minutes applies, rounded up to the next full fifteen-minute increment. This charge applies in place of, not in addition to, the hourly rate in Section 1.2 for the same delay period.

2.4 Extended Delay. If the delay exceeds thirty (30) minutes, or if the delay would cause the assigned driver to exceed applicable hours-of-service limits, Aspire may cancel the trip at Customer's expense and the charges in Section 5 may apply in full.

2.5 Delay-Related Losses. To the fullest extent permitted by law, Aspire is not liable for inconvenience, a missed event, or consequential loss resulting from circumstances described in this Section.

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3. PASSENGER CONDUCT AND SAFETY

3.1 Driver Authority. The driver has final authority over safe operation of the vehicle and may suspend or terminate a trip at any point when conduct or conditions create a safety or legal concern. Unsafe conduct includes, without limitation:

- Unnecessary or inappropriate conversation with the driver that interferes with safe operation.
- Standing or walking while the bus is in motion when prohibited by law or driver instruction.
- Excessive noise or disruptive conduct that interferes with safe operation.
- Placing or extending any object or body part outside a window at any time.
- Unsafe seating arrangements or exceeding rated seating capacity.
- Possession or use of alcohol, controlled substances, tobacco, vaping products, or weapons aboard the vehicle.

3.2 Termination for Unsafe Conduct. If a trip is terminated because of unsafe conduct attributable to Customer, its passengers, chaperones, or guests, no refund is due and Customer remains responsible for the full invoice, plus reasonable return-transportation or related costs.

3.3 Bus Rules. A written list of bus rules is available upon request and may be provided before departure.

3.4 Personal Property. Aspire is not responsible for personal belongings or articles left behind, misplaced, lost, stolen, or damaged on or by a vehicle or its occupants, except to the extent required by applicable law.

4. PAYMENTS

4.1 Payment Methods. Payment may be made by major credit card using the payment link in the emailed invoice; check or money order mailed to Aspire; or C.O.D. when accepted under Section 4.4.

4.2 Due Upon Receipt. Invoices are due upon receipt unless Aspire agrees to different payment terms in writing. Customer should contact Aspire promptly if a payment confirmation is not received or an invoice requires correction.

4.3 Payment Before Departure. If payment has not been received within twenty-four (24) hours of the scheduled departure time, Aspire may cancel the trip and the charges in Section 5 may apply.

4.4 C.O.D. Payments. C.O.D. payment must be presented to the driver at the initial pickup location before any passenger boards and is accepted only in cash, money order, or cashier's check. If required C.O.D. payment is not received before boarding, Aspire may cancel the trip at Customer's expense.

4.5 Alternate Arrangements. If Customer cannot mail payment in time and cannot pay by credit card, Customer should contact Aspire before the payment deadline. Any alternate arrangement is effective only if accepted by Aspire.

4.6 Past-Due Balances. Past-due undisputed balances may accrue interest at one and one-half percent (1.5%) per month, or the maximum rate permitted by applicable law, whichever is less. Customer is responsible for reasonable costs of collection, including attorneys' fees to the extent permitted by law.

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5. CANCELLATIONS, RESCHEDULING, AND NO-REFUND POLICY

5.1 Customer Cancellation. Cancellation charges are based on the amount of written notice Aspire receives, measured from the scheduled departure time:

Written notice before scheduled departure	Cancellation charge	Deposit
More than 72 hours	No charge	Non-refundable
48 to 72 hours	25% of invoice	Non-refundable
24 to 48 hours	50% of invoice	Non-refundable
Less than 24 hours, or no-show	100% of invoice	Non-refundable

5.2 No Refunds; Service Credits. ALL PAYMENTS ARE NON-REFUNDABLE EXCEPT WHERE APPLICABLE LAW REQUIRES OTHERWISE. All deposits, advance payments, cancellation charges, and other amounts paid to Aspire are final and non-refundable. If Customer has paid more than an applicable cancellation charge, or if Aspire approves compensation for an unperformed trip, the applicable amount will be issued only as a service credit valid for one (1) year from the original order date, subject to vehicle and driver availability and these Terms. No cash, check, ACH, or credit-card refund will be issued, except where applicable law expressly requires a refund.

5.3 Rescheduling. A trip may be rescheduled up to two (2) times. The initial reschedule request must be received at least twenty-four (24) hours before the originally scheduled departure time. A rescheduled trip must take place no later than one (1) year after the original order date. All rescheduling is subject to vehicle and driver availability.

5.4 Availability. All requests for service, rescheduling, substitutions, and material trip changes are subject to vehicle and driver availability.

5.5 Cancellation by Aspire. If Aspire cancels a trip for reasons within Aspire's reasonable control and cannot provide the confirmed transportation or a reasonable substitute, Customer's exclusive contractual remedy will be a service credit equal to the amount actually paid for the affected unperformed trip, valid for one (1) year from the original order date. No cash refund will be issued except where applicable law expressly requires otherwise.

5.6 Force Majeure. Neither party is liable for delay or failure to perform due to causes beyond its reasonable control, including severe weather, fire, flood, earthquake, civil unrest, road closure, government order, labor action, public-health emergency, or mechanical failure not attributable to negligence. If a trip cannot be performed because of such an event, Customer may request rescheduling, subject to availability, or Aspire may issue a service credit for amounts paid toward the affected unperformed service. No cash refund will be issued except where applicable law expressly requires otherwise.

6. LIMITATION OF LIABILITY

6.1 Contractual Liability Cap. To the fullest extent permitted by law, Aspire's aggregate contractual liability arising out of or relating to a trip will not exceed the amount paid or payable by Customer for the affected trip.

6.2 Excluded Damages. To the fullest extent permitted by law, Aspire is not liable for indirect, incidental, special, exemplary, punitive, or consequential damages, including lost profits, missed connections, missed events, or reputational harm, even if advised of the possibility of such damages.

6.3 Non-Waivable Liability. Nothing in these Terms limits or waives liability that applicable law does not permit to be limited or waived.

6.4 Insurance. Aspire maintains commercial automobile liability insurance in amounts meeting or exceeding applicable federal and California requirements. Certificates of insurance are available upon request.

7. INDEMNIFICATION

7.1 Customer Indemnity. To the fullest extent permitted by law, Customer will defend, indemnify, and hold harmless Aspire, its owners, officers, employees, and drivers from third-party claims, losses, damages, penalties, and reasonable defense costs arising out of the acts or omissions of Customer, its passengers, chaperones, or guests, except to the extent caused by Aspire's negligence, willful misconduct, or violation of law.

8. RIGHT TO REFUSE OR DISCONTINUE SERVICE

8.1 Service Rights. Subject to applicable law, Aspire may refuse, suspend, or discontinue service when reasonably necessary for safety, legal compliance, nonpayment, material breach, abusive or unlawful conduct, or another legitimate business reason.

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9. GENERAL TERMS

9.1 Governing Law and Venue. These Terms are governed by the laws of the State of California. Subject to any mandatory law requiring a different forum, any action arising out of these Terms will be brought in a state or federal court located in Los Angeles County, California.

9.2 Entire Agreement. These Terms, together with the applicable Trip Confirmation Form and any written trip-specific terms accepted by Aspire, constitute the entire agreement for the applicable trip and supersede prior discussions concerning that trip.

9.3 Updates. Aspire may update these Terms from time to time. The version in effect on the date Aspire confirms the applicable Trip Confirmation Form governs that trip unless the parties agree otherwise in writing.

9.4 Severability. If any provision is held invalid or unenforceable, it will be enforced to the maximum extent permitted by law and the remaining provisions will remain in full force and effect.

9.5 Assignment. Customer may not assign these Terms or a confirmed trip without Aspire's prior written consent.

9.6 No Waiver. A waiver on one occasion does not waive the same or any other provision on another occasion.

THANK YOU
ASPIRE TRANSPORTATION, LLC