

#### Thank you for choosing Moms Helping Moms Shuttle Service ®!

We are proud to be Coral Springs/Parkland premier transportation service. Our mission is to provide Safe, Caring and Reliable transportation to and from school, aftercare activities and summer camp. Our scheduled, pre-arranged services enable children to participate in the worlds of academics, martial arts, tutoring, dance, drama, music, visual arts, sports, swimming, outdoor exploration, computers, and more. Please fill out the attached registration form. If you have any questions, please feel free to contact us at (954) 338-5720.

Please read the entire Transportation Agreement carefully before signing. This document constitutes the Transportation Agreement between the customer requesting transportation services and Linksus Corp. d/b/a Moms Helping Moms® Shuttle Service (hereinafter "MHM") and includes terms and conditions of service, costs and other relevant information. MHM will provide scheduled transportation services to Designated Children in accordance with the terms and conditions contained herein.

By signing this Agreement, you, (the parent or legal guardian) authorize and give full permission to MHM to transport your child(ren). By signing this Agreement, you acknowledge that you understand and accept the terms, conditions, policies, costs, financial terms and all other information contained herein.

Welcome to our MHM Family!



#### **INSTRUCTIONS**

THIS AGREEMENT, as set forth herein, between Linksus Corp. d/b/a Moms Helping Moms Shuttle Service® (hereinafter sometimes referred to as "MHM", and "Parent or Guardian" represents a mutual understanding and agreement whereby MHM will provide to Parent or Guardian on behalf of his or her Designated Child(ren) certain Transportation Services as set forth below.

WHEREAS, the purpose of this Agreement is to state the terms and conditions under which MHM will provide student transportation services to Designated Children.

NOW, THEREFORE, in consideration of the agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

#### SCOPE AND DESCRIPTION

Per this agreement, MHM shall provide Transportation Services for Designated Children.

#### **GENERAL TERMS AND CONDITIONS**

All pickup and drop-off locations are prearranged between you and MHM. Only children you register with MHM are permitted to ride.

If you live in a gated community, you must add MHM to your visitor list to facilitate picking up and dropping off your child(ren).

Children must be ready to board the shuttle when it arrives to pick them up to ensure all passengers get to their destinations on time. As a courtesy, we will notify you if our shuttles are running more than 30 minutes behind schedule.

If your child is absent you must contact MHM by phone or text (954) 338-5720 at least four (4) hours prior to school dismissal. This will allow us to facilitate the pickup process without delays.

MHM is not liable for any items left on our shuttles; however, we keep a Lost and Found Log. Call (954) 338-5720 if you suspect an item has been left on our shuttle. Items not claimed by the end of the year will be donated to Goodwill.

Any child that sits in the front seat of a shuttle must meet the age requirement as posted in the vehicle and be authorized on the Registration Form (12+ only).

Employees of MHM are not authorized to escort children to the bathroom or anywhere outside of the shuttle. Children should make arrangements to use the bathroom facilities before the shuttle arrives.

After your registration with MHM is complete, authorization must be given to the school to allow for us to pick up your child(ren).

To preserve the quality of our service, we reserve the right to terminate shuttle rides for disruptive children. Inappropriate behavior, rowdiness or bullying <u>will not</u> be tolerated. Make sure your child(ren) have read and understand the MHM Road Rules at the end of this Agreement.

#### **BEGINNING OF SERVICE**

Service shall only begin upon execution of this Agreement and payment in advance of the month's applicable fees.

#### **STUDENT BOARDING**

MHM Shuttle Service <u>must</u> maintain a schedule for timely pickup and drop-off, so shuttles cannot and will not wait for late passengers.

In the event that a Child is not at the Shuttle stop when the shuttle arrives, the Shuttle may leave without the Child. MHM will thereupon attempt to contact the parent or guardian via the contact numbers provided above. For an additional fee of \$15.00 Per Trip, the Shuttle will return to pick up a late child after completing its run.

#### **DOOR TO DOOR SERVICE**

For morning pickups, children are allocated three (3) minutes to get on the shuttle before departing. Children should be waiting INSIDE at least ten minutes prior to the scheduled Shuttle arrival time.

In the afternoons, children MUST be ready to enter the shuttle five (5) minutes after the final bell rings. If a child misses the shuttle, you will automatically be charged a \$15.00 return trip fee for the shuttle to go back to the location to pick up your child. The return of the shuttle to the school is NOT GUARANTEED and is based on shuttle availability. If the route does not allow for the shuttle to return to the school, the parent will be responsible for the child's transportation. No refunds will be provided.

For door to door clients, Moms Helping Moms' **NO CHILD LEFT BEHIND POLICY** guarantees the driver will wait for the child to enter the home, school or facility before departing. MHM does not assume any responsibility for delivering children to homes that are unattended by an adult. If for whatever reason the Child is unable to enter the home, school or facility, you will be contacted to provide an alternate drop-off location. Additional fees will apply.

#### SHUTTLE STOP SERVICE

Moms Helping Moms Shuttles Stop offers parents a convenient neighborhood shuttle bus at a family friendly rate. Our shuttle stop service operates very much like a school bus. Children are picked up and dropped off at a designated location within the community.

For morning pickups, Students must BE ON TIME - the Shuttle cannot and will not wait for tardy students. Students should be at the Shuttle stop at least ten (10) minutes prior to the scheduled Shuttle arrival time.

In the afternoons, children should be on the shuttle 5 minutes after the final bell rings. If a child misses the shuttle, you will be charged a \$15.00 return trip fee for the shuttle to go back to the location to pick up your child.

Like a school bus, MHM Drivers do not monitor your child's progress to his/her home before they arrive or after leaving the shuttle.

#### **ARRIVAL/WAIT TIME**

The time of arrival at starting point, stop-over point, destination or return to point of origin cannot be guaranteed. Travel speed limits are prescribed by law, and MHM drivers are instructed to travel at all times at speeds compatible with safe operation and applicable law. Road traffic and weather conditions are beyond the control of MHM, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of MHM.

#### **SHUTTLES**

The Shuttles are inspected by MHM before each departure to insure uninterrupted service. If mechanical failure or safety concerns require the replacement of a Shuttle, the replacement Shuttle may be of a different type, size or age.

Shuttle size is not guaranteed and is only an estimate based on information at the time of booking. MHM reserves the right to substitute other Shuttle(s) sufficient to accommodate the number of passengers specified in the Transportation Agreement.

## **OBLIGATIONS AFTER DROP-OFF**

MHM is not responsible for the health, safety or welfare of riders after they have been dropped off at the specified location.

#### TRANSPORTATION SCHEDULE

MHM shuttles follow daily scheduled transportation routes. Shuttles usually depart school sites 7 minutes after the scheduled release bell time. Some shuttles are scheduled to pick up at more than one school for schools in close proximity to each other. Once the driver has loaded all students, they will begin traveling the assigned route which likely includes stopping at several stops. Some variation in stop times can be expected due to varying traffic patterns through the school week. Most shuttles will fall into a pattern after a few weeks so parents/guardians will become aware of students' normal arrival time.

## EARLY RELEASE

MHM shuttles will pick up and deliver students to the designated drop off during early release days.

## AFTER SCHOOL ACTIVITIES SHUTTLE

MHM recognizes many students desire to participate in tutoring, sports, clubs, practices, and other authorized activities. Due to our daily, scheduled routes, MHM shuttles are only available to pick up your child(ren) after 4:30 PM. The additional fee associated with the after-school activity shuttle is \$8.00 per occurrence. Students staying after to serve detention are not eligible to ride the activity shuttle.

## ABSENTEEISM PROVISION

In the event that a child will not require use of the service on a day or days, you must notify MHM no later than four (4) hours before the Shuttle's schedule arrival time by calling or texting (954) 338-5720. Please leave us your child's full name, the school they attend, and the date(s) of the absence. Failure to notify us can cause up to a thirty (30) minute delay in our pickup process. MHM appreciates your cooperation in this matter. Failure to so notify MHM will result in the incurrence of a \$7 fee per occurrence.

#### SAFETY SEATS

Parents/guardians may provide safety seats for their child(ren) if desired.

#### SEATBELTS

MHM has a strict, no exception Seatbelt Policy

## SEATBELT POLICY

All passengers <u>must</u> wear their seatbelts properly at all times. The lap belt must be worn snug and low over the hips, not the abdomen. The shoulder belt goes over the shoulder and across the chest. Children should NEVER tuck it under the arm or behind the back! That's not safe.



If your child cannot or is temporarily unable to buckle his/her own seatbelt, Parent/Guardian understands that the driver will fasten the seatbelt for the child and that the shuttle will not move until all seatbelts are fastened. Parent/Guardian acknowledges that the driver could have physical contact with the child's hands, hip, waist or legs when acquiring the buckle and/or when fastening and adjusting the seatbelt and that such contact is necessary and appropriate for the safety of the child, and required for compliance with applicable seatbelt laws.

## **EMERGENCIES**

## WEATHER RELATED SCHOOL CLOSINGS

At Moms Helping Moms Safety is our #1 Priority. We follow the Broward County Public School schedule. When BCPS are closed due to severe weather we are too. Severe weather alerts may be received via text message, the MHM website or on our Facebook page.

## **OTHER SCHOOL CLOSINGS**

A school may be closed due to fire, water main break, or some other unforeseen threat. If your child(ren)'s school is closed due to an emergency, please contact MHM immediately. Due to the nature of our routine, scheduled services **PARENTS** will be responsible for picking up their child(ren) during these non-scheduled emergency events.

## SICK CHILD PICKUP

If your child should become ill during the school day and you want MHM to take them home before the regular dismissal time, give us a call. Depending on the time and driver availability we may be able to pick up your child. Your account will automatically be charged an additional \$25 fee for this service.

## **BATHROOM EMERGENCY**

Bathroom emergencies are left up to the discretion of the driver. Usually if the route is short and drop off is within 15 minutes the child may be asked to wait until they arrive at their destination. If the route is longer or the child is younger (Pre -K and Kindergarten), a stop may be made at the MHM offices or a public restroom whichever is closer. An older child, of the same gender as your child, will be asked to escort the child to the restroom. If your child uses the restroom on the shuttle you will automatically be charged a Human Waste Removal fee of \$75.00. The fee is paid directly to a local facility and includes a full scrub, rinse, clean, reclean, disinfection and drying of the affected area.

## BAGGAGE

MHM is not responsible for any damage that occurs to a Child's baggage, parcels or other property that occurs in the course of transport, including damage done by other riders or other third parties.

## DAMAGE TO SHUTTLE & INJURIES TO OTHER RIDERS OR PROPERTY

The Parent/Guardian is responsible for any damage to the Shuttle or injuries to other riders or other third parties caused by his or her Child(ren) or any baggage, parcels, or other property brought on board or transported on the Shuttle by his or her Child(ren). The Parent/Guardian shall indemnify and hold harmless MHM and its affiliates, owners, officers, directors, employees and/or agents from any and all claims, suits, actions, damages, and/or causes of action for injuries or property damage that was caused by his or her Child or any baggage, parcels or other property brought on board or transported on the Shuttle by the Child, and from and against all costs, counsel fees, expenses and liabilities incurred in and about the defense of any such claim and the investigation thereof. The cost of repairs and related expenses resulting from acts of your child shall be assessed and billed to the Parent/Guardian and are payable immediately upon billing.

## PROHIBITION OF ILLEGAL, DANGEROUS OR UNUSUAL CARGO

Illegal drugs, Alcoholic Beverages, Weapons of any type, including firearms are strictly forbidden on any Shuttle (whether in baggage or on the person) at any time. Transportation of explosives, fireworks and other flammable, combustible, toxic or otherwise dangerous materials or items or pets or livestock of any kind is also strictly forbidden, even if intended to be transported in the baggage compartment of the Shuttle. If previously approved by MHM, oxygen for medical use is permitted, but is the sole responsibility of the Parent/Guardian. Service animals may be permitted with prior authorization by MHM officials.

## **RELEASE OF LIABILITY**

The Parent/Guardian hereby expressly agrees, both with respect to himself or herself and on behalf of their child(ren), to waive and release all claims, liabilities and causes of action against MHM and its affiliates, owners, officers, directors, employees and/or agents relating to the **Negligence** of MHM and its affiliates, owners, directors, employees and/or agents in providing transportation services under this Agreement.

#### **LIMITATION OF LIABILITY**

MHM shall not be liable in any event or for any reason, including breach of this agreement, either directly or indirectly, to Parent, Guardian, or child(ren) or any third party for any special, indirect, incidental, punitive, exemplary or consequential damages or loss of profits arising out of this Agreement, even if such damages were foreseeable or MHM has been advised of the possibility of such damages. It is expressly agreed that MHM shall not, under any circumstances, be liable to any party for an amount greater than the single fare for the day or reservation in question.

#### **TERMINATION**

This Agreement may be cancelled, at MHM's sole discretion and for whatever reason, upon the provision of ten (10) days' notice. In the event of a cancellation, MHM shall refund any prepaid fee amounts, but shall not refund the enrollment fee. If a Parent/Guardian intends to cancel shuttle service, they must provide written notice at least thirty (30) days in advance of the date on which service is to stop.

#### PRICES SUBJECT TO CHANGE

MHM reserves the right to change the prices listed in herein upon provision of thirty (30) days' notice to Parent/Guardian.

In the event of a price change, Parents or Guardians who have prepaid for Transportation Services will receive a supplementary bill for the amount thereof.

#### PRIVACY AND CONFIDENTIALITY

Information collected in the registration form is used solely by MHM.to provide contracted transportation services and is not shared with any other entity except as required by law. We respect the confidentiality of your personal information, including community gate codes, and the safety of all persons transported by MHM is very important to us.

#### **ENTIRE AGREEMENT**

This Agreement constitutes the sole, complete and entire agreement and understanding of the parties concerning the subject matter set forth herein. Any previous agreements, representations or understandings are hereby superseded.

#### **SEVERABILITY**

This Agreement shall be severable, and in the event that any portion of this Contract is declared or deemed to be illegal or invalid by a court, regulatory agency or any entity having jurisdiction or competence, the remainder of this Contract shall remain valid and enforceable.

#### **GOVERNING LAW AND VENUE**

This Agreement is made under the laws of the State of Florida and shall be governed thereby. Venue for this the enforcement of this agreement shall lie exclusively in the Seventeenth Judicial Circuit (Broward County) of Florida. Parent or Guardian, for itself and on behalf of its child(ren), consents and submits to the exclusive jurisdiction of the state and federal courts located in Broward County, Florida, for venue and regarding all questions and controversies arising out of this Agreement.

#### FORCE MAJEURE

MHM shall not be liable for any failure or delay in performing their obligations under this Agreement, and neither party shall be deemed in breach of its obligations thereunder, if such failure or delay is due to Acts of God, natural disasters, national, state, or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of MHM.

## AMENDMENTS

Agreement may only be amended by a written instrument signed by both parties.

#### TRANSPORTATION FEES POLICY

Our goal is to ensure safe, reliable services at affordable prices. We want to make doing business with MHM easy and convenient. Please add us to your Safe Senders list to insure receipt in your Inbox. For our customer's convenience we accept all payments via debit/credit card on a monthly basis.

MHM is a prepaid transportation service. The fee is a flat fee, regardless of how many times your Child(ren) use the shuttle service. All fees for a given month must be paid in full by the 1<sup>st</sup> of the month prior to services being rendered. All payments must be received by the 5<sup>th</sup> day of each month. If fees are not received on or before the 5<sup>th</sup> a \$35.00 late fee will automatically be accessed to your account. If fees cannot be collected in advance, services will be terminated.

A Registration fee will be charged for each academic year. Registration for one child is \$100.00. Each additional child is \$25.00 per year. Registration fees cover insurance, administrative costs, on-board activities, shuttle cleaning supplies.

MHM is a participant in the Zpass® Comfort in Knowing program. Upon enrollment, each child will be issued a ZPass card. Parents will receive text or email notifications of when their child(ren) enters or leaves the shuttle. Families will automatically be accessed a monthly ZPass monitoring fee of \$10.00 for this service. This fee is per family not per student. Lost Zpass cards can be replaced for \$12.00 each.



Refunds will not be provided for absences, holidays, inclement weather, or school closings. MHM does not operate when schools are closed due to inclement weather. We follow the Broward County School Schedule. Safety is our first concern.

You reserve your child's seating on a monthly basis. So, much like daycare, your rate remains the same even if your child does not use our service on a day or days during a given month.

MHM offers a 10-month Transportation Tuition Payment Plan. Dividing the total annual tuition by 10 allows Parents to have the convenience of equal monthly installments. August will be billed at one full month. No payment will be due for June 2019. **Please note:** There is no change in the fee schedule for Winter Break or Spring Break.

\_Additional Fees will apply when a child cannot be dropped off/picked up at the destination stated in the contract. A \$12.00 fee will be automatically be applied to the next invoice if a driver has to return to the home/school a second time.

Siblings receive a discount when the pickup and drop off destinations are the same. Family members traveling to different locations will not receive a discount for the second student.

Drivers are not allowed to accept payments. Children are not permitted to deliver customer payment cash, check or otherwise.

# **RULES OF THE ROAD**

For the benefit of our child(ren), the safety of our drivers and everyone who uses Moms Helping Moms transportation services, Safe, Respectful and Appropriate behavior must be shown at all times. Please discuss these rules with your child(ren). Each student must:

- 1. Follow the instructions of your driver.
- 2. Go directly to your seat and fasten your seatbelt. (Do not wait to be told)
- 3. Stay in your Seat! (Remain seated, facing forward with your back against the seat)
- 4. No Horseplay, fighting or throwing! (This will distract the driver and may cause an accident)
- 5. Keep hands, head and feet inside the shuttle.
- 6. Talk Quietly.

(Students may use cell phones or other electronics as long as it does not disrupt the driver. Earphones may be required.)

7. Place backpacks/bags in lap or under the seat.

## 8. Food/candy/drinks are not allowed.

(Keep snacks concealed inside your backpack)

9. No weapons, drugs, alcohol, or tobacco allowed.

## **10. Always treat everyone with respect.**

(Use positive language)

## Bullying of any kind will result in immediate suspension

#### **MEDICAL ATTENTION**

Should your child(ren) become ill or suffer an accident, MHM will administer, call for, or secure the care or medical attention that may be deemed necessary by MHM. An effort will be made to contact the designated parent/caregiver if possible before any action is taken. Any expense incurred will be accepted by the parent/caregiver. Our professionally trained drivers follow a strict notification policy in the event of an accident or an emergency. The driver must first contact emergency authorities to ensure that all passengers receive the attention they need. The driver will then contact MHM officials, who will notify the Parent/Guardian and/or emergency contact listed on the Registration Form for each passenger.

#### MEDICAL RELEASE

MHM is committed to providing individual attention to each student who attends our program. To ensure the health and safety of your child, please complete and return this form. Children will not be permitted to begin services without a signed medical release.

Student Name(s)

Family Doctor \_\_\_\_\_\_ Telephone \_\_\_\_\_

In order to support your child, please list anything we should be aware of: MHM requires the parents to include on the Medical Form any emotional or physical special needs their child may have. This information allows MHM to be sure the student is getting the type of care the child needs if an emergency occurs on the shuttle.

1. Chronic Health Problems (i.e. Asthma, Diabetes, or None)\_\_\_\_\_

2. Learning/Social Disabilities (i.e. Autist	n, ADHD, or None)
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3. Physical Injuries or Disabilities (i.e. Fractures, Cerebral Palsy, or None)\_\_\_\_\_

4. Any medical restrictions, allergies or dietary restrictions

Please list any medications your child is taking or any other information that we should be aware of, place None if applicable)

#### **PHOTO RELEASE**

By signing below I, (the parent or legal guardian), authorize and give full permission to allow Moms Helping Moms Shuttles Service ® (MHM) the absolute and irrevocable right and permission with respect to photographs that the Company may take of my minor child(ren) in which he/she may be included in group images to copyright the same in MHM's name or any other name MHM may select.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and MHM and Parent or Guardian agree that this Agreement constitutes a valid and binding obligation of each party.

Executed this on	I, _			, parent/legal guardian of
Date		your name		
		, accept all of the terms and con	nditior	ns of the Family Agreement.
students' name				
Parent/Guardian Signature:				