

**Qoche' Qruixer America Tours, LLC**  
**Policies Re: Charters and Tours**

**DEPOSITS/PAYMENTS:**

Qoche' Qruixer America Tours LLC and its' companies payment polices. All coaches are reserved on a first come first serve basis. **ALL TRIPS BOOKED BY THE CUSTOMER MUST BE SECURED BY A CREDIT CARD WITH AT LEAST A 50% OF THE TOTAL COST OF SAID TRIP SECURITY DEPOSIT.** No coach shall be held for more than seven (7) days without a 20% of the total cost deposit. The total balance of the cost of all coaches must be paid by bank check, money order, credit card or cash no less than 14 days prior to the departure date of trip on one day trips and 30 days for all multi-day tours. Failure to submit payments within the specified time frame will result in the cancellation of your coach(es) and a lose of any payments made or applied towards your trip. The chartering party is fully responsible for the driver(s) room on any multi-day tour or trip that consist of a total of more than 12 hours from start to finish that crosses any state line. Further the chartering party is fully responsible for any parking and or fees associated with their current trip. All parking and fees must be paid in advance of the day of the trip and proof provided to Qoche' Qruixer America Tours. All tickets received as direct result of the parking or driver waiting for group, will be the total responsibility of the chartering party to be paid directly to the driver prior to any person in the party boarding the coach on the return trip. Further, should you group need more detailed information on any company policy, please contact our customer service department at this address P.O. Box 63, Parlin, NJ 08859-0063 or email us at info@qocheqruixer.com. **BY SIGNING THE CONFIRMATION CONTRACT, CONFIRMS YOU AGREE TO ALL THE TERMS AND CONDITIONS LISTED WITH OUR COMPANY.** \*SEE BELOW FOR FURTHER PAYMENT INFO\*

**VENDOR COACH REQUEST:**

Qoche' Qruixer America Tours LLC and its' companies coach request farmout payment policies. All transportation companies doing business with our companies agree to accept payments listed in our vendor payment policies and guidelines. Standard payments on all coach requests are 90 days net or 45 days net where there is an invoice provided prior to the date of the trip. Payments shall be by one of the following but not limited to forms; company check, credit card, cash, money order, services rendered or any other form agreed upon by both parties or when parties can not agree upon a form of payment, Qoche' Qruixer America Tours will determine said payment and it determination shall be final. All breakdowns are the sole responsibility of the farmout company, along with any tickets issued to their driver or coach. The farmout company is fully responsible for providing a replacement coach in the event of a breakdown or any other event that will cause the need to have another coach render services on said trip or any trip associated with the farmout company. All cost associated with breakdowns or any other event resulting in a bill or payments having to be made are fully the responsibility of the farmout company. In the event of a breakdown that cost are incurred by Qoche' Qruixer America Tours LLC, that amount including but not limited to fees, fines, repairs and any other incurred cost will be deducted from the final payment for services rendered by farmout company. Any farmout company failing to show up for any trip or complete a trip, agreed upon between parties shall be charged double the rate paid or agreed upon per the coach request. The double damage clause also pertains to breakdowns. All permits are the sole responsibility of the Farmout Company and proof of payment of such permits must be provided to Qoche' Qruixer America Tours at least 72 hours prior to date of charter or tour. Qoche' Qruixer America Tours LLC reserves the right to change the listed price of any coach request prior to or after trip is completed, without notice to farmout company no more than 365 days hence. **BY ACCEPTING THE WORK THE FARMOUT COMPANY AGREES TO BE BOUND BY ALL POLICIES LISTED WITH QOCHE' QRUXER AMERICA TOURS LLC AND ALLOW SUCH ACCEPTANCE TO REPRESENT THE AUTHORIZED COMPANY REPRESENTATIVES SIGNATURE.** FURTHER, All farmout companies agree to list Qoche' Qruixer America Tours LLC and its companies as an additional insured on its current insurance policy prior to date of any charter or tour.

## **CANCELLATIONS:**

All payments must be paid within the guidelines listed herein. Failure to make payments in accordance with the following terms will result in an immediate cancellation of your coach(es) and lose of any payments made to company.

### **Charters:**

1. All 1 day charters must have a deposit post marked within 7 days of the date your coach is requested from our company. Payment of 20% of the total balance must be your deposit. Any amount received that is less than the required amount of 20% will be returned to the customer and coach(es) will be cancelled. If deposit is received after the 7 day window, the price quoted will no longer be in effect and may be higher based on the time of year and day of week.

Final payments on any 1 day charter must be received in our office or post marked no later that 14 days prior to date of trip. Failure to meet this rule will result in the cancellation of your coach(es) and a retention of any monies paid towards your charter.

2. All 1 day trips must be cancelled by phone or in writing (mail, email or fax) at least 10 days prior to date of trip. Any written notification is the sole responsibility of the customer to assure that our company receives it and the customer must be able to provide our company with name date, time and ID number of the person they spoke with. Any cancellation made or received after this deadline will result in the retention of all monies paid to company for holding said coach(es).

### **Multi-day Tours:**

1. All multi-day tours (over night) must be cancelled 25 days prior to date of tour. All terms listed above shall apply to multi-day tours in its' respective manner.

**NOTE: ANY CHARTER OR TOUR CANCELLED SHALL BE CHARGED A PROCESSING FEE OF 30% OF THE TOTAL COST OF THE TRIP. THIS SHALL INCLUDE ANY HOTELS, MEALS, SHOWS, AND AMUSEMENTS ETC. THIS FEE IS IN ADDITION TO THE ANY MONIES PAID TOWARDS TRIP OR TOUR.**

### **OVERTIME:**

All groups shall be charged overtime rates when said group goes beyond the listed confirmation departure time. There shall be no exceptions to this policy. It is solely the customers' responsibility to assure that their group boards the coach in time and departs its destinations in a timely manner in accordance with the current confirmation. All overtime shall be paid directly to driver prior to group boarding coach or departing from its destination. ALL PAYMENTS SHALL BE IN THE FORM OF A CREDIT CARD, CHECK OR CASH, WHICH EVER QOCHE' QRUXER AMERICA TOURS, LLC DEAMS APPROPRIATE.

Overtime availability is solely at the discretion of Qoche' QruXer America Tours, LLC and/or the driver, based on hours of operation by driver(es) and availability of coach(es). **NO TRIP OR TOUR SHALL RUN MORE THAN 15 HOURS TOTAL FROM START TO FINISH, PER DAY BASED ON DEPARTMENT OF TRANSPORTATION REGULATIONS.**

### **Rates:**

1. \$200.00 per hour or any part thereof on 1 day trips/tours,
2. \$295.00 per hour or any part thereof on Multi-day tours/trips,
3. \$300.00 per hour or any part thereof on late departures from destination,

4. \$175.00 per hour of any part thereof for groups not allowing enough travel time from point to point,
5. \$1,675.00 per day or any part thereof for extra days on all Multi-day trips/tours.

**DOT - DEPARTMENT OF TRANSPORTATION:**

NO DRIVER SHALL OPERATE ANY COACH FOR QOCHE' QRUXER AMERICA TOURS, LLC OR IT COMPANIES OR FARMOUT COMPANIES BEYOND THE DOT REGULATED HOURS OF SERVICE. (10 HOURS OF DRIVING TO INCLUDE START OF DRIVER(S) DAY TO END OF SAME). THESE HOURS DO INCLUDE SITTING TIME WHEN COACH IS NOT MOVING AND DRIVER IS REQUIRED TO BE ON DUTY WITH GROUP OR WAITING BEHIND THE WHEEL OF COACH.

DRIVERS ARE ALLOWED 5 HOURS OF ON DUTY NOT DRIVING, WHERE THE DRIVER IS NOT WITH THE COACH AND HAS REMOVED HIMSELF FROM COACH AND LOCKED THE DOOR, WHICH ARE IN ADDITION TO THE 10 HOURS OF ON DUTY DRIVING. THIS WILL BE A TOTAL OF 15 HOURS IN ONE 24 HOUR CALENDAR DAY.

ALL DRIVERS MUST HAVE 8 HOURS OF OFF DUTY TIME IN A HOTEL OR THEIR PLACE OF DWELLING BEFORE STARTING ANOTHER DAY OF COACH OPERATION. QOCHE' QRUXER AMERICA TOURS, LLC AND ITS COMPANIES OR FARMOUT COMPANIES REQUIRE 10 HOURS OF THE SAME. THERE ARE NO ACCEPTIONS TO THIS RULE OUTSIDE AN EMERGENCY.

NOTE: QOCHE' QRUXER AMERICA TOURS, LLC AND ITS COMPANIES OR FARMOUT COMPANIES WILL NOT ALLOW ANY DRIVER MORE THAN 8 HOURS OF ON DUTY DRIVING IN A 24 HOUR CALANDAR DAY. THERE ARE NO ACCEPTIONS TO THIS COMPANY RULE OUTSIDE AN EMERGENCY.

ANY GROUP LEADER, TOUR GUIDE OR DRIVER BREAKING THESE RULES WILL BE FULLY AND SOLELY RESPONSIBLE FOR ALL FINES AND COST ASSOCIATED WITH ANY VIOLATIONS UNTIL COMPLETELY SATIFIED PER DOT REGULATIONS.

**INSURANCE:**

All farmout companies agree to add Qoche' Qruixer America Tour, LLC and MC Tours & Travel, LLC as an additional insured on it insurance policy and provide proof of such addition prior to any work being assigned by said company. Failure to adhere to this policy, the farmout company agrees to be fully and solely responsible for all claims made against Qoche' Qruixer America Tours, LLC and MC Tours & Travel, LLC and waive any rights to contest this provision of our insurance policy.

**SECURITY DEPOSITS:**

A security deposit shall be required for all trips booked with Qoche' Qruixer America Tours, LLC or its companies prior to any trip departing garage. Security deposits are determined by Qoche' Qruixer America Tours, LLC and will be refunded once coach(es) are fully inspected by company at end of trip/tour.

**REFUNDS/CREDITS:**

All refunds or credits shall be issued within 180 days after all matters on said trip or tours have been closed out. Refunds shall be in the form of a credit, check payment, gift certificate or any manner in which Qoche' Qruixer America Tours, LLC or its companies deem appropriate and said credit/refund is final. Customer waives any rights to contest this form of refund/credit.

**DRIVERS:**

The group is fully responsible for the drivers gratuity and room on any 1 day trip/tour or multi-day trip/tours. Drivers must be placed in a room rated no less than 3 stars by AAA and proof of such must be provided to Qoche' Qruyer America Tours, LLC. Drivers gratuity shall start at no less than \$75.00 on any 1 day trip/tour and \$125.00 per day on any multi-day trip/tour. To be paid directly to driver per day at the end of each day's services.

All drivers shall be paid \$3.00 per bag handling fee by each person on coach to handle their luggage. This is a mandatory fee. No customer shall be allowed to handle any luggage stored under coach in luggage bays. Each per bag fee shall apply to loading and unloading each time baggage is required to be removed from coach or placed on coach.

Any baggage that weighs more than 50lbs, the driver may charge what he or she feels is satisfactory based on weight. No driver shall charge any customer more than \$15.00 to load or unload any luggage no matter the weight. Driver shall refuse to move luggage prior to loading at pickup point and call company for direction on said matter.

**FORMS OF PAYMENT:**

**Chargeback/Reverse Payments:**

All customers, vendors and farmout companies agree that any payments received by our company from the aforementioned shall not be charged back to our account and that all payments shall be deemed final and non-reversible.

Any customer, vendor or farmout company reversing or charging back a payment made to our company do agree to be solely and fully responsible for any and all expenses incurred by Qoche' Qruyer America Tours LLC and its' companies and shall be charged double the original cost to include any additional expenses incurred as a result of said reverse/chargeback.

**Return Checks/Drafts/ACH:**

All returned payments in addition to other fees, shall be charged a \$100.00 processing fee. All returned payments must be replaced by Certified Funds ONLY!

**QOCHE' QRUXER AMERICA TOURS LLC AND ITS' COMPANIES RESERVES THE RIGHT TO ISSUE A DRAFT/ACH AGAINST ANY CUSTOMER, VENDOR OR FARMOUT COMPANY'S ACCOUNT TO SECURE PAYMENT ON A RETURNED ITEM, CHARGEBACK OR BALANCE DUE BASED UPON THE TERMS LISTED WITHIN OUR COMPANY POLICY.**

**THESE MEASURES WILL ONLY BE USED IN THE EVENT A CUSTOMER HAS AN OUTSTANDING BALANCE AFTER THE TRIP/TOURS HAS BEEN COMPLETED OR A VENDOR/FARMOUT COMPANY HAS FAILED TO PAY OR REFUND ANY MONIES PAID OUT OR LOST DO TO REASONS LISTED HEREIN.**

**ADDITIONAL PAYMENT INFO:**

**\*Any trip or tour booked with any of our companies within 45 days of a 1 day trip/tour or 60 days of a multi-day trip/tour must be paid in full by certified funds or cash ONLY!**

ANY CUSTOMER WISHING MORE INFORMATION OF ANY COMPANY POLICY LISTED  
HEREIN OR ON FILE. PLEASE DIRECT YOU REQUEST TO:

OPERATIONS

F. Elaine Young, Director of Operations

P.O. BOX 63

Parlin, New Jersey 08859-0063

1-866-499-3202 office

732-707-3095 fax

Email: [elaine@qocheqruxer.com](mailto:elaine@qocheqruxer.com)

Revised: July 01, 2011, Friday @ 1:00 pm EST.

The logo for Qoche' Qruxer America Tours features the company name in a stylized, cursive font. The word 'Qoche' is in blue with a red outline, and 'Qruxer' is in red with a blue outline. A large, stylized yellow 'Q' with a blue outline is positioned behind the 'Q' in 'Qruxer'. Below the main name, 'America Tours' is written in a smaller, red, cursive font.

*"Your Destination Begins With Us"*