

MYCOYOTEXPRESS TRANSPORTATION

14550 Wake Ave
San Leandro, CA 94578
(510)798-0881

CHARTER BUS TRANSPORTATION SERVICES AGREEMENT

THIS AGREEMENT is made and entered into as of August_____ 2012, by and between **The San leandro Unified School District**,(hereinafter called "District"),and **Mycoyotexpress Transportation** hereinafter called "Contractor", with its headquarters at 14550 Wake Ave, San Leandro, California 94578.

WITHNESSETH

WHEREAS, District has selected Contractor to provide the pupil transportation Services described herein; and

WHEREAS, Contractor desires to provide such transportation services,

NOW, THEREFORE, in consideration of the covenants hereinafter contained,the parties agree as follows:

1. **Term**, The term of this agreement shall be for the duration of athletic activities of san leandro high school teams, afected by construction of new facilities, season 2012-2013. The teams to be transport are but not limited to:

a-Soccer Teams Boy and Girls (JV and Varsity level),

b-Baseball(Jv and Varsity),

c-Softball(JV and Varsity),

d-Swimming Team,

e-Track Team

2. **Scope of Services**. Contractor shall, during the term of this agreement, supply and maintain such charter buses(in quantity and capacity)BUSES CAPACITY ARE 52 PASSENGER PER BUS. And personnel as are required to fullfil Districts needs for transportation services related to this contract as described in the specification for San Leandro unified School District(San Leandro High school sport tems mentioned on term).

3. **Force Majeure**. In the event Contractor is unable to provide the transportation services as specified in this agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, labor shortages, gobernmental action or any other condition or cause beyond Contractor's control other force majeure clause as defined by state law, the provisions of the bid specifications will govern such situations.

4. **Assignment**. This Agreement shall not be assigned by the parties hereto, without the written concent of the District, which consent shall not be unreasonably withheld or delay. However , the Contractor may assign this agreement if the assignment is made to a subcidiary, related or affiliated company.

5. Notices. All notices to be given by the parties to this Agreement shall be in writing,and served by depositing same in the United States Mail,Postage prepaid,register or certified mail.

Notices to Contractor shall be addressed to:

Mycoyotexpress Transportation
14550 Wake Ave
San Leandro, CA 94578

6. Payment. All payment shall be made to Mycoyotexpress Transportation no later than Fifteen(15)days after receiving invoices via email.

7. Cancelation of games. District and or its athletics Director shall made every attemp to provide at least 72 hrs cancelation notice to the Contractor. In the event notice is not given there is a 50% charge for trips not cancel during this 72hours.

8. Schedule games and cost per trip: the schedule games and fees are as follow:

Bus transportation 8/24/12-11/1/12

8/23/2012 Freshmen to Chabot	***$600***
8/24/2012 JV & Var. to Chabot	***$750***
8/31/2012 JV & Var. to Chabot	***$750***
9/6/2012 Freshmen to Chabot	***$600***
9/6/2012 Freshmen to Chabot	***$600***
9/20/2012 Freshmen to Chabot	***$600***
10/6/2012 Freshmen to Chabot	***$600***
10/12/2012 JV & Var. to Chabot	***$750***
10/18/2012 Freshmen to Chabot	***$600***

10/25/2012 Freshmen to Chabot	***$600***		
11/1/2012 JV & Var. to Chabot	***$750***		
Total	**$7,200**		
Bus transportation 11/1/12-1/15/13	***Round trip***	***One-way***	***# of Participants***
11/15/2012 Girls Soccer	***$500***	***$250***	***30***
11/27/2012 Girls Soccer	***$500***	***$250***	***30***
11/29/2012 Girls Soccer	***$500***	***$250***	***30***
12/5/2012 Girls Soccer	***$500***	***$250***	***30***
12/7/2012 Girls Soccer	***$500***	***$250***	***30***
12/11/2012 Girls Soccer	***$500***	***$250***	***30***
12/14/2012 Girls Soccer	***$500***	***$250***	***30***
12/15/2013 Girls Soccer	***$500***	***$250***	***30***
12/19/2012 Girls Soccer	***$500***	***$250***	***30***
12/21/2012 Girls Soccer	***$500***	***$250***	***30***
1/9/2013 Girls Soccer	***$500***	***$250***	***30***
1/11/2013 Girls Soccer	***$500***	***$250***	***30***
Total	**$6,000**	**$3000**	
12/7/2012 Boys Soccer	***$500***	***$250***	***30***
12/11/2012 Boys Soccer	***$500***	***$250***	***30***
12/14/2012 Boys Soccer	***$500***	***$250***	***30***
12/15/2013 Boys Soccer	***$500***	***$250***	***30***
12/19/2012 Boys Soccer	***$500***	***$250***	***30***
12/21/2012 Boys Soccer	***$500***	***$250***	***30***
1/9/2013 Boys Soccer	***$500***	***$250***	***30***
1/11/2013 Boys Soccer	***$500***	***$250***	***30***
Total	**$4,000**	**$2,000**	
Grand Total	**$17,200**	**$12,200**	

9. Entire Agreement. This agreement sets forth the entire agreement between District And Contractor Concerning the subject matter hereof. There are not representations, either oral or written, between District and Contractor other than those contained in this agreement.

10. Governing Law. This agreement shall be governed by laws of the State Of California. All refences in this contract to the "state" shall mean the State of California. All regulations, law and requirements of the state shall mean the regulations, laws or requirements of the State of California.

11. Both parties warrant that they are properly authorized to enter into this agreement.

IN WITHNESS WHEREOF, the parties hereto have executed the agreement the day and year first hereinabove written.

_____	_____
MYCOYOTEXPRESS TRANSPORTATION	SAN LEANDRO UNIFIED SCHOOL DISTRICT
By:_____	By:_____
Tittle:	Tittle:
Attest:	Attest:
By:_____	By:_____
Tittle:	Tittle: