

Terms & Conditions

Welcome to Cross Roads, Inc. The following are the rules or "Terms" that govern use of the xroadsfl.com Web site ("Site") for group travel planning by Tour Operators or Group Leaders ("you"). By using or visiting the Site, you expressly agree to be bound by these Terms and to follow these Terms and all applicable laws and regulations governing the Site. Cross Roads, Inc. reserves the right to change these Terms at any time, effective immediately upon posting on the Site. Please check this page of the Site periodically. If you violate these Terms and Conditions, the Company may terminate your use of the Site, bar you from future use of the Site, cancel your reservations or charter, and/or take appropriate legal action against you. This Web site is provided solely to assist you with tours and ground transportation by allowing you to determine the availability of travel-related goods and services and to make legitimate reservations or otherwise transact business with suppliers in your name (the "Travel Planners"), and for no other purposes. You warrant that you are at least 18 years of age and possess the legal authority to enter into this agreement and to use this Web site in accordance with all terms and conditions herein. You agree that any and all Travel Planners you designate will be at least 18 years of age. You agree to be financially responsible for use of this Web site (as well as for use of your account by others, including, without limitation, minors living with you) by any and all Travel Planners you designate. You agree to supervise all usage of this Web site by your designated Travel Planners and minors under your name or account. You also warrant that all information supplied by you, members of your household, or Travel Planners acting on your behalf in using this Web site is true and accurate. Without limitation, any speculative, false, or fraudulent reservation or any reservation in anticipation of demand is prohibited, whether such actions are conducted by you or your Travel Planner. You agree that the travel services reservations facilities of this Web site, whether used by you or your Travel Planner, shall be used only to make legitimate reservations or purchases for you or for another person for whom you are legally authorized to act. Additional terms and conditions will apply to your reservation and purchase of travel-related goods and services that you or your Travel Planner selects. You agree to abide by the terms or conditions of purchase imposed by any supplier, with whom you or your Travel Planners elect to deal. You understand that any violation of any such supplier's conditions of purchase may result in cancellation of your reservation(s), booking or purchase, in your being denied access to any hotels or coaches, in your forfeiting any monies paid for such reservation(s) or purchase, and Cross Roads, Inc. debiting your account for any costs Cross Roads, Inc. incurs as a result of such violation. You shall be completely responsible for all charges, fees, duties, taxes, and assessments arising out of your use of this Web site, and, without limitation, you shall be responsible for all charges, fees, duties, taxes, and assessments arising out of transactions performed by your Travel Planners on your behalf, whether or not such uses were performed with your consent.

CHARTER POLICY PAYMENT

To protect our customers, no prepaid Charter deposits or balances due will be completed until billing, credit card and charter information have been verified as accurate by the credit/debit card company and the Charter Acceptance is processed. Until all such

information is verified, the rate and other charges are subject to change. Within 48 hours you should receive an e-mail and/or and electronic posting to your online xroadsfl.com account notifying you that your credit card transaction and Charter booking is complete. You agree that the charges for the deposit, balance due, fees/taxes for your account may be charged based on the payment and cancellation policies as described below. A deposit is required at time of booking to secure availability and price. Twenty percent of charter total is due upon acceptance of quote. Payment may be made online or by check within seven (7) days to 7500 Lindenhurst Drive, Orlando, FL 32836. Please include the Booking I.D. on correspondence and checks. Final payment for charter service is due and payable at least thirty (30) days in advance of the Departure Date. Charters booked less than thirty (30) days prior to Departure Date must be paid in full with a money order, bank check or charge card at time of booking. A non-refundable one percent (1%) transaction fee ("transaction Fee") is charged upon booking. Insufficient funds or stopped payment checks shall be subject to a charge of \$25.00 per check.

CANCELLATION:

The Chartering Party must notify Cross Roads, Inc. of cancellations. Cancellations made prior to thirty (30) days of Departure Date will be subject to a servicing fee equal to five percent (5%) of the cost of the Charter per Vehicle. Cancellations made fifteen (15) to thirty (30) days prior to the Departure Date will be charged twenty-five percent (25%) of the cost of the Charter. Cancellations made seven (7) to fourteen (14) days prior to the Departure Date will be charged fifty percent (50%) of the cost of the Charter. Cancellations made less than seven (7) days prior to the Departure Date will be forfeit one hundred percent (100%) the cost of the Charter. Cancellations must be confirmed by e-mail from a Cross Roads, Inc. representative or by cancellation number posted on your account. A change in the Departure Date is considered a cancellation.

ADDITIONAL CHARGES:

When the Chartering Party requests any change in service that results in an increase in miles or hours to that specific charter, an additional charge may be necessary for that additional service paid directly to the Vehicle Operator. Prices are subject to change based on the final itinerary. Tolls, highway fees, driver gratuity will be separate and additional.

EXTENDED DAY TRIPS:

The Chartering Party is responsible for reserving and paying for a room(s) for the driver(s).

DRIVER HOURS:

Federal Department of Transportation safety regulations prohibit drivers to be on duty more than fifteen (15) hours per day, ten (10) of which are for driving (including a 30-minute pre- and post-trip vehicle inspection). The driver must be given eight (8) consecutive hours off before he/she may resume his/her duties.

DAMAGES TO BUSES:

The chartering organization or individual may be responsible to reimburse the Vehicle Operator for repairing any and all damage caused by any person in their group, including charges for cleaning in excess of normal. A thorough inspection of the coach should be made by the person responsible, with the driver, prior to departure and upon completion of the trip. Any damages should be noted in writing. The chartering party may be billed for any damages not listed in the pre-trip inspection.

ARRIVAL TIME:

The time of arrival at starting point, destination, or return to point of origin cannot be guaranteed. Unusual road, traffic and weather conditions are beyond Company control.

EQUIPMENT:

If for some reason beyond the control of the vehicle operator, a mechanical failure makes necessary the replacement of a bus originally assigned to the charter service, the replacement bus may be of a different type. Additional equipment, such as VCR's are installed on some vehicles operator's over the road. Request for specially equipped Vehicle will be honored to the best of the Vehicle operator's ability, but is not guaranteed.

BAGGAGE:

The Company assumes no responsibility whatsoever, for any personal property. Baggage and all other personal property will be handled only at passenger's own risk and only in the amount that can conveniently be carried in the charter bus. Passenger's baggage shall be transported subject to the available accommodations (as determined solely by the bus operator) provided by interior and/or exterior racks. The chartering party or the person in charge of the group shall be responsible for removing all personal property and baggage from the bus at the end of each day of travel and upon completion of the trip.

OBJECTIONABLE PERSONS:

The vehicle operator (driver) reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons.

CONDUCT OF PASSENGERS:

Passengers shall not interfere with the operator in the discharge of his duty or tamper with any apparatus or appliance on the bus.

FIRE ARMS, EXPLOSIVES AND FIREWORKS:

Possession of fire arms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on/in the vehicle.

FOOD AND DAMAGES

We want you to enjoy your trip, and we want to maintain clean vehicles and in good condition for you and for the next group. To accomplish these ends and keep our costs

(and yours) down please note that snacks, candy, gum, food, or drinks can be stored under the coach and accessed at rest areas. In all cases, all residue and trash must be collected and disposed of properly before the trip resumes.

PROHIBITED ITEMS:

The following items are prohibited without the written consent of the Vehicle Operator: (a) Decorations;(b) Alcoholic Beverages, No tap beer will be allowed on any vehicle.; (c) Smoking; (d) Glass containers;(f) Fuel containers(g) Generators.

ADA ACCESSIBLE:

Any person or group which requires an ADA accessible bus is requested to inform the Company in writing at the time of reservation
NO ASSIGNMENT: The Chartering Party may not assign this Agreement, or any of their respective rights, interests, duties, or obligations hereunder, without the prior written consent of the other party. TranQuest.net may assign this Agreement and any of its rights, interests, duties or obligations hereunder without the prior written consent of the chartering party.

Indemnification

You agree to defend and indemnify Cross Roads, Inc., its affiliates, and/or their respective suppliers and any of their officers, directors, employees and agents from and against any claims, causes of action, demands, recoveries, losses, damages, fines, penalties or other costs or expenses of any kind or nature including but not limited to reasonable legal and accounting fees, brought by: you or on your behalf in excess of the liability described above; or by third parties as a result of: your breach of this agreement or the documents referenced herein; your violation of any law or the rights of a third party; or your use of this Website.

General

You agree that no joint venture, partnership, employment, or agency relationship exists between you and Cross Roads, Inc. as a result of this agreement or use of this Website. We reserve the right to comply with law enforcement requests or requirements relating to your use of this Website or information provided to or gathered by Cross Roads, Inc. with respect to your use of this Website. If any part of this agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and agreement shall continue in effect. This agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between the customer and Cross Roads, Inc. with respect to this Website and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Cross Roads, Inc. with respect to this Website. A printed version of this agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form. Fictitious names of companies, products, people, characters, and/or data mentioned

herein are not intended to represent any real individual, company, product, or event. Any rights not expressly granted herein are reserve.