GENERAL CONTRACT FOR SERVICES – INDIVIDUAL

This Contract for Services (this "Contract") is made effective as of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, by and

(Date)

Between \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_,

(Name) (Address)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_, and Waddell

(City) (State) (Zip)

Business & Travel of 6539 South Saint Lawrence Ave., Chicago, Illinois 60637-3330. In this Contract, the party who is contracting to receive services will be referred to as "Client," and the party who will be providing the services will be referred to as "WB&T."

**1**. **DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, WB&T will provide to Client the following services (collectively, the “Services”).

Transportation of Client dependents to and/or from educational institution or childcare facility as determined by parent or legal guardian for a fee.

**2. PAYMENT FOR SERVICES.** In exchange for the Services Client will pay WB&T according to the following schedule. Service fees must be paid in advance at all times. A one or two-week deposit for the first two weeks of service plus a one-time $40 registration fee for services to be rendered, is required before Services begin. Monthly payments are due on the last Thursday of the month and bi-weekly payments are due every other Thursday of each month if paid via check. All payments are due before 6pm Central Time or Services will not be provided the following Monday. Check payments will be deposited that Friday. All Electronic/PayPal must be made that Friday by 1pm. Check, Money Order, Cash, Chase QP Zelle, Venmo and CashApp payments are accepted.

|  |  |  |  |
| --- | --- | --- | --- |
| Passengers |  | One-Way |  |
| One Child |  | $60 |  |
| Two Children |  | $90 |  |
| Any Add’l |  | $20 |  |

\* Special Service applies to any services performed outside of agreement, which include, but are not limited to, last minute changes, non-available childcare provider and/or alternate drop-off sites without 24-hour notice. Such fees are due on day which service is performed.

\* Passengers from one family that need to be serviced at different times of the day or need to be picked-up from or dropped-off at separate locations will be assessed a special service fee weekly, which will be included in each payment.

**NOTE**: Proration will not be made. Payment is expected for missed days, personal vacations, holidays, school vacations/breaks or school closings due to weather and/or administrative reasons.Payments must continue during strikes. Adjustments (if any) will be based on how CPS reconciles the days. **In the event that I am unable to transport your child/children, you will be notified as soon as possible. A fee adjustment will be made for 5 or more days that service is not available. Service will not be provided on school holidays or regularly scheduled school closings.** If your child is participating in after-school tutoring/activities that will affect or interrupt bus service, payments must continue to be made in-order to retain your child’s/children’s space.

**3. TERM.** The Client is expected to give a two-week notice if Services are no longer needed. Client is further expected to pay for Services scheduled to be provided if contract is terminated by Client before the notice period is exhausted or loss of final payment may occur. WB&T reserves the right to terminate service agreement with Client, without notice, for reasons deemed fair and practical by WB&T.

**4. CONFIDENTIALITY.** WB&T, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of WB&T, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client. WB&T and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**5. WARRANTY.** WB&T shall provide its Services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the Services which meet generally acceptable standards in WB&T's community and region, and will provide a standard of care equal to care used by service providers similar to WB&T on similar projects.

**6.** **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 14 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**7. ENTIRE AGREEMENT.** This Contract along with the orientation letter contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

**8. SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**9. AMENDMENT.** This Contract may be modified or amended in writing, if the party obligated under the amendment signs the writing.

**10. GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Illinois.

**11. NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**12. ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**13. SPECIAL CONDITIONS.** Services will not be provided if weather conditions make driving unsafe. This decision will be made at the discretion of WB&T.

**14. SPECIAL CIRCUMSTANCES.** If in the event the School Bus is inoperable, alternative vehicles/drivers may be utilized that do not carry the appropriate insurance. If you do not wish your child/children to utilize this alternative means, WB&T must be notified in writing.

I read, understand and agree to the above items. Please Initial to Acknowledge:\_\_\_\_\_

Service Recipient:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Child1)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Child/Child2)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Child/Child3)

By: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Parent/Guardian)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

(Relationship)

Service Provider:

Waddell Business & Travel

By: Suzanne A. Waddell

Proprietor

**Please make a copy of this contract and retain it for your records**

Serv. Ct. Ind. 2018