



## **Welcome to the Greyhound Lines, Inc.**

### **Rural Feeder Service Program**

Greyhound has a strong interest in creating and maintaining successful interline relationships with coordinated rural feeder services that are meaningful for customers and make sense for both Greyhound and the rural feeder service partner. This is demonstrated by the company's efforts in:

- Helping clarify and lower Federal Motor Carrier Safety Administration (FMCSA) insurance levels for rural transportation agencies
- Creating a special National Bus Traffic Association (NBTA) "sponsored transit category" with minimal costs & hassles. NBTA is a non-profit revenue clearinghouse for interline bus operators.
- Effectively working one-on-one with rural transportation agencies to help them establish feeder services.

FTA Circular 9040.1F (SAFTEA-LU) contains the Nonurbanized Area Formula Program Guidance and Grant Application Instructions for 5311 and 5311(f) funding. The relevant intercity bus program information is contained in Chapter VIII.

FTA Circular 9040.1F (SAFTEA-LU) ([Word format](#)) | ([pdf format](#))

On this site you will find links to the forms that will help you set up your Rural Feeder Service.

The necessary documents are shown in both Microsoft Word and Adobe Acrobat format. If you wish to email your submission, please select the Word document. Adobe Acrobat format requires the Acrobat Reader downloadable free from [Adobe.com](#). The handbook will guide you through the steps necessary to set up your Rural Feeder Service.

Rural Feeder Service Handbook ([Word format](#)) | ([pdf format](#))

Rural Feeder Service Application ([Word format](#)) | ([pdf format](#))

Rural Feeder Service Checklist ([Word format](#)) | ([pdf format](#))

Site Survey - MAX ([Word format](#)) | ([pdf format](#))

Standard Independent Contractor Agreement for Non-Profit Agencies ([Word format](#)) | ([pdf format](#))

Non-Profit Bus Terminal License Agreement ([Word format](#)) | ([pdf format](#))

Rural Feeder Fares Appendices 1 & 2 ([Word format](#)) | ([pdf format](#))

Other documents will be added as they become available.

**For questions, suggestions please contact Tim Therrian at [ttherri@greyhound.com](mailto:ttherri@greyhound.com)**



# **Greyhound Lines, Inc.**

**Rural Feeder Service Handbook**

**February 2007**

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## **I. Introduction**

Greyhound has a strong interest in creating and maintaining successful interline relationships with coordinated rural feeder services that are meaningful for customers and make sense for both Greyhound and the rural feeder service partner. This is demonstrated by the company's efforts in:

- Helping clarify and lower Federal Motor Carrier Safety Administration (FMCSA) insurance levels for rural transportation agencies
- Creating a special National Bus Traffic Association (NBTA) "sponsored transit category" with minimal costs & hassles. NBTA is a non-profit revenue clearinghouse for interlined bus operators.
- Effectively working one-on-one with rural transportation agencies to help them establish feeder services

Greyhound initiated a service, called the Greyhound Rural Connection Program, in the late 1980's. The program linked over 80 rural transit agencies in 17 states and added more than 800 communities to the intercity bus network. Many of those agencies continue to provide their customers with informal access to the nearest Greyhound terminal or station even today. But those efforts were limited by:

- Insufficient Federal funding and support
- Lack of a flexible ticketing solution
- Sophisticated fare and schedule information technology

As the 5311(f) program evolved from ISTEA to SAFETEA-LU, Federal funding and guidance has improved dramatically, flexible ticketing solutions now exist, and fare and schedule information technology has seen tremendous advances --- so much so that rural feeder services can now be effectively implemented and operated in meaningful ways for the traveling public. Furthermore, given the shrinkage in the national intercity bus network over the past 20 years, there are many more sizeable communities without any intercity bus service today and thus, many more opportunities for the development of successful new feeder services

SAFETEA-LU rules and regulations can be found at: [www.greyhound.com/revsup/rfs/](http://www.greyhound.com/revsup/rfs/)

There are several ways to provide feeder services to Greyhound and the interlined intercity bus network: from formal interlines to informal passenger feeds; from complete terminal access to curbside drop off; and from selling tickets and transporting passengers and their baggage to transporting package express. And rural feeder services can be operated as demand-responsive or fixed schedule feeder service. Depending on the nature of the relationship and types of service, there are different requirements with pros and cons for each approach.

Unlike the airline industry, intercity bus service frequently involves a passenger traveling on more than a single company's bus. However, a single ticket is issued that includes all portions of the trip. This "interlining" is a means of providing seamless ticketing and travel for the convenience of customers. Each company honors the ticket of the issuing company. To make this

network seamless, interline companies coordinate schedules, and reconcile revenues collected from ticket and package express sales through NBTA

If your rural feeder service fully interlines with Greyhound or another intercity bus company, it must comply with certain regulations, including FMCSA operating authority, insurance and vehicle safety standards. If you don't interline, FMCSA rules don't apply, and you are not required to have any operating authority, meet any additional insurance levels or vehicle safety standards.

If you interline, there is greater revenue potential for your system; better and more reliable customer service; ticketing to and from your area throughout the US; nationwide telephone and Internet information about your feeder service; and enhanced local perception of your system. If you don't interline, you lose these benefits because local service can't be marketed beyond your area; we can't sell each other's tickets and customers are not as well served.

Rural feeder service should be meaningful. Greyhound prefers scheduled service over demand responsive service. The most effective feeder service requires:

- Proper operating authority and insurance
- Should be operated preferably 7 days a week but no less than 5 days a week
- Should not duplicate existing subsidized or unsubsidized intercity bus service
- Feeder service should allow for proper ticketing and (incidental to passenger service) package express service.
- Information about local feeder services should be available to all customers of the nationwide Intercity Bus network.

## **II. Types & Nature of Feeder Services**

The most effective feeder bus service is scheduled service operated 7 days a week by a full interline partner. A full interline partner is one that has "sponsored transit agency" membership in the NBTA and FMCSA operating authority.

More information on NBTA is contained in the NBTA Section on this site at:

<http://www.bustraffic.org/>

An NBTA sponsored transit agency membership is \$25 along with an annual fee of \$100.

FMCSA instructions can be found at [http://li-public.fmcsa.dot.gov/LIVIEW/pkg\\_html.prc\\_lmain](http://li-public.fmcsa.dot.gov/LIVIEW/pkg_html.prc_lmain)

Although there are other types of feeder services with which Greyhound can cooperate. They include:

- A feeder service can be operated with a fixed schedule without having full FMCSA authority or NBTA membership.
- A feeder service can be operated as demand response service without authority or NBTA membership.
- A feeder service can operate less than 5 days per week without having full FMCSA authority or NBTA membership.

However, the effectiveness of these services is diminished because neither Greyhound nor the feeder service operator can write a ticket to or from the destinations served by non-interlined points. Greyhound cannot include the rural points served by the feeder service operator in its national fare and schedule information network. As such, information about service to/from points within the rural feeder service jurisdiction cannot be made available to passengers outside that jurisdiction. All public awareness would need to come from the rural feeder service through its own marketing or customer service efforts.

### **III. Insurance Requirements**

Fixed-route, fixed-scheduled rural feeder services that cross state lines to interline with Greyhound or another interlined intercity bus company must comply with applicable FMCSA insurance requirements. For these types of rural feeder service operations, those insurance requirements are \$1.5 million for vehicles with a seating capacity of 15 or fewer passengers and \$5.0 for vehicles with a seating capacity of 16 or more passengers.

Fixed-route, fixed-scheduled rural feeder services that interline with Greyhound or another intercity bus company but do not cross state lines to do so only have to meet the state insurance requirements for the state in which they operate.

Fixed-route, fixed-scheduled and demand response rural feeder services that do not cross state lines and do not formally interline with Greyhound or another intercity bus company also do not have to comply with any FMCSA insurance requirements.

For nationwide consistency, Greyhound has established the following insurance requirements for all rural feeder services that interline with Greyhound but do not cross state lines to do so. In all cases, Greyhound must be added as an additional named insured on those policies. Other intercity bus companies may have different minimum insurance requirements. The Greyhound limits are as follow:

Vehicles with capacity of 15 passengers or fewer	\$1.5 million single limits
Vehicles with capacity of 16-30 passengers	\$2.0 million single limits
Vehicles with capacity of more than 30 passengers	\$5.0 million single limits

For rural feeder services that access a Greyhound-owned terminal for the convenience of passengers that board and/or disembark to transfer to Greyhound, the company asks that the rural feeder service operator maintain a general liability policy with a combined single limit of not less than \$1 million. Greyhound must be added as an additional named insured on these policies.

### **IV. Fares & Ticketing**

Establishing passenger fares for rural feeder services that interline with Greyhound is the responsibility of the local feeder service operator. Once those fares are set and uploaded to the company's nationwide ticketing system (called TRIPS), Greyhound will be able to quote your established fares and you will be able to quote Greyhound's. Once your local feeder service fares are in the TRIPS system, the fare can be seen, quoted and ticketed in a number of different ways. Greyhound fares can include standard "walk-up" fares, special group discounts (e.g., elderly,

students, military, etc.), advance purchase fares and other special or promotional fares. The fares of most interlined companies tend to be less complicated and more standardized. However your fares are established, the Greyhound system is normally capable of presenting them to the general public.

Information on establishing a fare structure can be found at:  
[www.greyhound.com/revsup/rfs/](http://www.greyhound.com/revsup/rfs/)

There are a number of options for issuing a ticket to a passenger whose travel includes a portion of the trip aboard Greyhound, an interlined rural feeder service and even on another interlined intercity bus company. A ticket can be issued by Greyhound by phone or at a company-owned or operated terminal; by another interlined intercity bus company at a company-owned or operated terminal or station; by a rural feeder service operator at a local office or station; and/or by a 3<sup>rd</sup> party commission ticket agent. Additionally, a passenger can use the internet, go to [www.greyhound.com](http://www.greyhound.com) and purchase a ticket online, and that ticket will include all portions of the trip on each different carrier.

The ticket stock on which the ticket is issued is typically that of the selling entity. For instance, if Greyhound issues a ticket for service involving 3 different carriers, the ticket is issued on Greyhound ticket stock with a separate ticket (or "tear") for each portion of the trip aboard a different carrier. If another intercity bus company issues the ticket, it too will include a separate ticket for each portion of travel. The same is true if a rural feeder service operator issued the ticket. However, many intercity bus companies and rural feeder services choose to issue a ticket on Greyhound ticket stock supplied by the company. It is easier and more consistent than managing the logistics of designing and stocking their own ticket stock.

In many instances, passengers connecting to and from a rural feeder service will already have a Greyhound ticket issued by the company or one of its commissioned agents. Other times, the rural feeder service operator may need or want to issue tickets if there is no other nearby agent that can do so. As such, the rural feeder service would become a commission agent for Greyhound. The organization could then issue tickets for passengers and package express and receive a commission for each sale. The commission rate is established as a set percentage rate and applied to total sales, and the agent retains the commission revenue. In most instances, this revenue can be used by the rural agency as a source of local match for other federal grants.

In larger terminals, whether operated by Greyhound or a 3<sup>rd</sup> party commission agent, TRIPS is the preferred ticketing system because it provides automatic daily uploads of sales and management information. TRIPS software requires more expensive computer hardware and higher speed printers capable of printing high volumes of tickets onto Greyhound ticket stock. Greyhound has developed a new system, called MAX, which is more appropriate to smaller locations and lower ticket volumes that previously may have been limited to writing tickets manually. MAX can be used on lower-end desktop computer hardware and less expensive printers and like TRIPS would also require internet connectivity. MAX provides faster sales and management information than was previously the case with manual ticket locations. MAX is an appropriate, cost-effective ticketing system for rural feeder services that interline with Greyhound.

MAX Site Survey and requirements can be found at: [www.greyhound.com/revsup/rfs/](http://www.greyhound.com/revsup/rfs/)

## **V. Baggage Service**

Intercity bus carriers participate in a passenger baggage service, which allows passengers to check baggage into a bus storage compartment for transportation to the passenger's destination or transfer point whichever comes first. There are numerous rules as to size, weight, contents and acceptable containers. There are also limits of liability to prevent escalated claims of loss or damage. More information of baggage service can be found on the web at:

<http://www.greyhound.com/revsup/pfsm/baggage.htm>

## **VI. Package Express Service**

Greyhound and most intercity carriers participate in Package Express Service, which involves shipping packages to and from designated locations within their routes. Participation in this shipping program is not mandatory, but is another means to increase route revenue. Just like with tickets, the transporting carriers receive prorated revenue for their portion of the overall trip. At the same time the carrier/carriers are also responsible for damage or loss of packages accepted for transportation. More information on this service can be found on the web at:

<http://www.greyhound.com/revsup/opem/pageset.htm>

## **VII. Fare & Schedule Information**

Greyhound fare and schedule information is provided to the general public in different ways. A customer can call the local terminal or station or the Greyhound nationwide telephone information center (800) 231-2222, or they can go to [www.greyhound.com](http://www.greyhound.com) and get nationwide fare and schedule information. Either approach affords customers information about Greyhound service and that of the company's interline partners.

## **VIII. Marketing & Advertising**

Greyhound marketing and advertising is conducted in a variety of ways, but it is primarily offered through national radio, online Internet and yellow page advertising. Sometimes the company will use other media including direct mail, newspaper advertising and/or promotional advertising. For newly starting rural feeder services, Greyhound strongly recommends that the feeder service contractor develop and implement a local/regional marketing and advertising plan. Over time and as the feeder service becomes more well known, the plan can be simplified with regular local yellow page, radio, newspaper, cable and other marketing and advertising. In many instances, the Greyhound name and logo can be used, with permission, in conjunction with local feeder services.

## **IX. Terminal & Station Access**

Greyhound serves approximately 800 destinations in its nationwide network. Combined, Greyhound and the existing nationwide network of interlined intercity bus company partners serve approximately 1,450 destinations in the US. The facilities from which those services are operated range from stand-alone, sole purpose bus terminals to stations housed in other businesses and operated by independent commissioned agents. Approved access to these

facilities differs by company, station type and other factors and relates primarily to liability issues and the cost of facility operations.

Greyhound owns/leases and operates about 100 terminals. The approximately 700 remaining terminals and stations are owned/leased and managed by independent commissioned agents, public transit agencies and/or city/county governments. Many of the facilities operated by independent commissioned agents serve another primary business purpose such as a hotel, C-store, restaurant or some other independent business.

To access Greyhound owned/leased and operated terminals and stations, a rural feeder service operator must execute a Bus Terminal License (BTL) agreement and provide a general liability insurance policy which names Greyhound as an additional insured. A special BTL for rural feeder service operators has been developed by Greyhound and can be found at [www.greyhound.com/revsup/rfs/](http://www.greyhound.com/revsup/rfs/)

Access to non-Greyhound owned/leased stations that are operated by independent commissioned agents may involve other requirements that must be negotiated with those agents. However, Greyhound will assist feeder service operators with securing access to these locations.

## **X. Commission Agency**

If the rural feeder organization becomes a commissioned agent, allowing it to sell tickets, then it must execute a Standard Independent Commission Agreement (SICA), specifying the obligations of both parties for:

- Sale of tickets
- Accounting requirements
- Reporting an payment requirements
- Certain related liability issues

A copy of the SICA can be found at [www.greyhound.com/revsup/rfs/](http://www.greyhound.com/revsup/rfs/)

## **XI. Training & Assistance**

In addition to helping new feeder services meet the financial, legal and regulatory requirements mentioned in the previous section, the new service provider will also need to understand how to sell tickets and/or accept tickets to/from connecting passengers. Feeder service schedules will need to be developed that maximize travel opportunities for passengers and connections with Greyhound.

The rural feeder organization would also be provided on-site training for issuing tickets via MAX as well as reporting requirements.

Greyhound staff will assist interested rural transportation agencies in establishing rural feeder services that effectively address each of these needs.

## **X. 5311(f) Grant Assistance for Rural Feeder Services**

Greyhound fully supports access to 5311(f) assistance by rural feeder service operators whose projects provide meaningful connections. Greyhound is primarily interested in those feeder services that make sense for both the company and the rural feeder service and that are meaningful to customers. For those services, Greyhound will actively support rural feeder service applicants and grantees. In many cases, a special 2-year demonstration program approved by FTA, allows Greyhound to provide a 3<sup>rd</sup> party in-kind contribution as the required local match for a rural feeder service grant. The benefit of this program is that the total net operating costs of the service can be reimbursed by 5311(f) funding --- the service can be fully supported by 5311(f) funds and Greyhound local match.

After working through the issues presented in this Handbook with an interested rural transit agency, Greyhound will issue a letter of support for your grant application. For those projects able to use a Greyhound in-kind contribution, the company will issue a letter committing the company to the project and documenting the amount of matching funds available for the project.

# Greyhound Rural Feeder Service Application

## General Information

1. Organization Name: \_\_\_\_\_
2. Street Address: \_\_\_\_\_
3. City: \_\_\_\_\_
4. State: \_\_\_\_\_
5. Zip Code: \_\_\_\_\_
6. Telephone: \_\_\_\_\_
7. Toll Free Number: \_\_\_\_\_
8. Facsimile: \_\_\_\_\_
9. System Website: \_\_\_\_\_
10. Contact Person: \_\_\_\_\_
11. Contact Email Address: \_\_\_\_\_

12. Service Information (Check applicable service type)
13. Fixed-route, fixed schedule \_\_\_\_\_ No. of days per week Operated \_\_\_\_\_
14. Fixed-schedule route deviation \_\_\_\_\_
15. Demand Response \_\_\_\_\_
16. Area Served (include both counties and primary communities) \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

17. Greyhound Location(s) to which you plan to feed passengers \_\_\_\_\_
18. Do you currently provide connections to Greyhound at this location? \_\_\_\_\_
19. If so, on average how many of your passengers purchase a ticket and board/disembark at this Greyhound location per month? \_\_\_\_\_
20. Do you currently receive 5311(f) assistance for this service? \_\_\_\_\_
21. If so, please describe how this service currently operates \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



22. If you do not currently provide passenger connections to Greyhound at this location, please estimate the number of passengers per month you anticipate will purchase a Greyhound ticket and board/disembark at this location per month?

\_\_\_\_\_

23. Do you propose to operate fixed-route, fixed schedule or demand response service? \_\_\_\_\_

24. Please describe how you propose to operate the service \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

25. How much do expect the service will cost you to operate? \_\_\_\_\_

\_\_\_\_\_

### **Vehicle Information**

26. How many buses does your system currently operate? \_\_\_\_\_

27. What type of buses does your system currently operate? \_\_\_\_\_

\_\_\_\_\_

28. Do you anticipate needing to acquire buses to operate the proposed service?

\_\_\_\_\_

29. Please describe how you propose to transport passenger luggage \_\_\_\_\_

\_\_\_\_\_

30. Please describe how you propose to transport package express \_\_\_\_\_

\_\_\_\_\_

### **Ticketing Information**

31. Would you like to be able to issue Greyhound tickets for your passengers? \_\_\_\_\_

32. Would you like to have your fare for service to the Greyhound location included in the price of the tickets you sell? \_\_\_\_\_

### **Other Information**

33. Please add other information \_\_\_\_\_

\_\_\_\_\_

**GREYHOUND LINES, INC**  
**Implementation Management Group**  
**SITE SURVEY – MAX**

In order to complete the MAX installation at your location, we need to ensure that proper equipment is in place. Please complete this survey and return it via e-mail to [tlukes@greyhound.com](mailto:tlukes@greyhound.com) or fax to 972-789-7330, not later than 45 days prior to your go-live date. For additional questions, please contact your ASM.

Greyhound will supply a ticket printer and a keyboard with an integrated credit card reader to each MAX location. Your agency must supply a computer with the requirements below in order to use MAX at your location.

Agency Number:		
Physical Address (Include Street Number & Name):		
City, State, Zip:		
Agency Phone Number:		Agency Fax Number:
Primary Contact Name:		Secondary Contact Name:
Primary Contact E-mail:		

<b>Does the PC have a processor of 400 MHz or faster?</b> <i>Almost all PC's built in the last three years should meet this minimum standard.          If you are unsure, check your user manual or the help pages on your PC.</i>	Yes	
<b>What operating system does your pc use? (A Windows-based system is required to operate the MAX system)</b> <i>Minimum requirements are Windows XP, Windows 200, Windows NT 4.0 w/servic pack 6 or highr or Windows 98 Currently, MAX does not support the new MS Vista operating syste or IE 7.0.</i>		
<b>How much random access memory (RAM) does the pc have? (At least 64 MB is required to operate the MAX system, however 128 MB is frecommended to efficiently operate)</b> <i>Almost all PC's built in the last three years should meet this minimum standard.          If you are unsure, check your user manual or help pages on your PC.</i>		
<b>Does the PC monitor use a display of at least 1024x 768 pixels?</b> <i>Most monitors built in the last three years should meet this minimum standard.          If you are unsure, check your user manual or the help pages on your PC.</i>	Yes	
<b>Does a mouse connect to the PC?</b> <i>A PC-enabled mouse is required to operate the MAX system. .</i>	Yes	
<b>Does a printer connect to the PC for reports?</b> <i>A printer that prints letter-sized reports (8.5 x 11") is highly recommended.</i>	Yes	
<b>Does the printer connect to the parallel port on the pc or an USB port?</b>		
<b>Does the PC have an available parallel (LPT1) port?</b> <i>A open 25-pin parallel port is required to interface with the ticket printer to be supplied by Greyhound. If you are unsure, check your user manual or the help pages on your PC.</i>	Yes	
<b>Has Microsoft Internet Explorer 6.0 (IE 6.0) been installed as the PC's Web browser?</b> <i>The use of IE 6.0 is required to operate the MAX system. If your PC does not use IE 6.0, a free download is available at <a href="http://www.microsoft.com/downloads">http://www.microsoft.com/downloads</a>.</i>	Yes	
<b>Does the PC connect to the Internet? (An internet connection is required and DSL or other broadband connection is highly recommended.)</b>	Yes	
<b>Is the internet connection dial-up or DSL?</b>		
<b>Who is the Internet Service Provider?</b>		

If assistance is need answering any of the above questions, please contact Tijuann Scott or Vernon Klein at 214-849-8681, Mon-Fri. 8am – 5 pm CST.

Agency #

Location:

## STANDARD INDEPENDENT CONTRACTOR AGREEMENT FOR NON-PROFIT AGENCIES

**THIS AGREEMENT**, made and entered into as of this **4th** day of **January, 2007**, by and between GREYHOUND LINES, INC., P.O. Box 660362, Dallas, Texas 75266-0362, AND/OR ITS SUCCESSORS AND ASSIGNS (the "Company") and \_\_\_\_ ("Contractor"). Contractor is a(n):

That Contractor represents and warrants it is a Non-profit Organization, validly organized and existing under the laws of the state where the Facility (as defined in Section II.B. below) is located, and Contractor's Social Security/Federal I.D. No. is \_\_\_\_\_.

### WITNESSETH

That for and in consideration of the facilities to be furnished and services to be rendered by Contractor and the compensation paid therefor by Company, as hereinafter set forth, the parties hereto covenant and agree as follows:

#### I. COMPANY AGREES:

##### A. To pay Contractor the following commissions:

- |   |                                |
|---|--------------------------------|
| 1. On transportation charges collected by Contractor from the sale of tickets, except as hereinafter provided:                        | <b>Ten Percent (10%)</b>       |
| 2. On transportation charges for express shipments, whether prepaid, collect, or C.O.D., received from the consignor at the Facility: | <b>Ten Percent (10%)</b>       |
| 3. On transportation charges for express shipments, whether prepaid, collect, or C.O.D., delivered to the consignee at the Facility:  | <b>Ten Percent (10%);</b>      |
| 4. On charges collected by Contractor from the sale of Ameripass tickets:   | <b>Ten Percent (10%);</b>      |
| 5. On transportation charges from charters sold by Contractor:  | <b>Ten Percent (10%);</b>      |
| 6. On PTO Tickets honored   | <b>Three Dollars (\$3.00);</b> |

(a) As used in this section, the term "charges" does not include any taxes collected in addition to the tariff charges or selling price.

(b) The commission, if any, payable to Contractor with respect to tickets sold for the movement of unusually large groups or under other unusual or extraordinary circumstances, shall be determined according to bulletins and letters issued by the Company.

- B. To permit Contractor to deduct commissions to which it is entitled under (A) of this section from the Company funds in its possession when making remittances as provided in paragraph (E) of Section II.
- C. Company agrees to pay to Contractor, on a periodic basis, forty percent (40%) of the commission stated in the Agreement on transportation charges collected by the Company arising from sales by internet ticketing and tickets by mail for schedules originating at Contractor's facility. The parties hereto agree that Greyhound's records will be used for determining compensation to the Contractor under this provision. To be eligible for this percentage commission, Contractor must be in good standing with respect to all funds due Company and be the contractor of record for the subject period. The percentage commission established by this provision shall not apply to sales or collections made prior to September 1, 2000.
- D. Company agrees to pay to Contractor, eighty percent (80%) of the commission stated in the Agreement on transportation charges collected by the Company arising from printing of "Will Call Tickets". "Will Call Tickets" is defined as sales by the Company on the internet or by its Telephone Information Centers for schedules originating from Contractor's facility with the tickets to be issued by Contractor. The parties hereto agree that Company's records will be used for determining compensation to the Contractor under this provision. The percentage commission established by this provision is in lieu of any commission for internet sales set forth in the Agreement, for "Will Call Tickets", as heretofore amended, and shall not apply to any sales made prior to June 11, 2002.

#### II. CONTRACTOR AGREES:

- A. To sell such tickets as Company may supply, for Company and its affiliated and connecting carriers, at lawfully published tariff rates, and to furnish the public any information contained in tariffs, bulletins, circulars and literature insofar as the same is applicable to transportation of passengers or handling of baggage, express or United States Mail by Company and its affiliated and connecting carriers.
- B. To furnish at \_\_\_ the transaction of Company business and the accommodation and comfort of its patrons, suitable waiting room or space, and adequate sanitary toilet facilities, together with convenient facilities for the sale of tickets and the handling of baggage or express; to maintain the said waiting room or space and facilities, together with all driveways, walks, approaches and premises appurtenant thereto, in a clean, sanitary and safe condition at all times; and to reimburse and hold harmless Company from any and all expenses incurred and/or claims arising directly or indirectly from any neglect or failure to so maintain the said waiting room, space, facilities or appurtenant premises.
- C. To be liable for all charges for transportation services sold regardless of collection of such charges. To be liable for and protect any and all money and/or property of the Company in the care or under the supervision of Contractor and to reimburse Company for any loss or damage to such money and/or property. The title to all tickets and busbills and proceeds thereof and of all other monies collected for the Company shall be at all times in the Company, it being the intention of this Agreement that the Contractor shall at all times be in the position of trustee and fiduciary of the same for the Company.
- D. To make payment in full for any invoices submitted to Contractor by Company, minus approved commissions within 15 days of receipt of invoice. Payment to Company will be by a method approved by both parties and may include ACH, Check or Credit Card and to remit to Company or deposit to account of Company in the manner as may hereafter be prescribed by the Company, all monies belonging to the Company or collected for the account of Company. Failure to comply will result in termination of contract.
- E. That Contractor will without charge: (1) Handle newspapers and express shipments made under regular contracts; (2) Issue tickets in exchange for tickets or ticket orders issued by another contractor, connecting carriers contractor, or the Company; (3) Make collections in connection with returned express shipments; (4) Sell tickets under employee reduced rate orders.
- F. To permit authorized representatives of Company during reasonable hours to inspect and check all property of Company, and inspect and audit all records and accounts pertaining to the business of Company, kept or supervised by Contractor and to permit such authorized representatives, at their discretion, to collect all monies belonging to Company in the possession of the Contractor.
- G. To permit Company to conduct periodic audits of its activities and records with respect to performance under this Agreement.
- H. To keep and maintain on site records of its activities pursuant to this Agreement, including all Company reports, payment and deposit records, and all other records necessary and appropriate to permit Company to conduct audits of Contractor in accordance with Generally Accepted Auditing Standards.
- I. To place and maintain a suitable sign or signs designating the aforesaid premises as a ticket agency for the Company and affiliated carriers.
- J. That the title to all station equipment, signs, et cetera, furnished to the Contractor shall be in the Company at all times and Contractor will return said property or pay for its value upon the termination of this Agreement. Upon the termination of this Agreement, the Contractor will permit a representative of the Company to remove all signs, decalcomanias and any and all other evidence of the sale of tickets and any other services which might lead the public to believe that Contractor is still the contractor for the Company.
- K. At Company's expense, to permit Company upon request, to install its own telephone number(s) and to have its own listing in all telephone directories; it being always clearly understood and agreed by Contractor that said telephone number(s) shall be the Company's and the Company shall have the exclusive right, privilege, possession and use thereof. Upon termination of this Agreement, for any reason, Company shall have the absolute right to transfer said telephone number(s) to any other facility. Company is responsible for payment of the base charges and charges directly incurred to conduct Company business. Any and all unauthorized or excessive charges shall be Contractor's obligation; all such charges shall be due and payable upon receipt of invoice from Company; this payment obligation shall survive the transfer, assignment, termination and/or expiration of this Agreement.
- L. To remove from the telephone directory or any other advertising medium any listing or reference to the fact that it is Contractor for the Company as soon as possible upon notice of termination of this Agreement.

- M. That in case suit is instituted to collect any money due hereunder on default on payment by Contractor, to pay to Company any expense incurred by Company in instituting and prosecuting such suit, including such additional sum for attorney's fees as the court may adjudge reasonable in said suit. Contractor agrees to and does hereby waive all benefits or relief from any and all appraisement, valuation and exemption laws now or hereafter enacted in any state.
- N. Contractor specifically authorizes Company to deduct from any money that may be due Contractor hereunder the compensation previously allowed Contractor on tickets or transportation charges subsequently refunded to patrons and also the full amount of any payment or payments made or expense incurred by Company by reason of loss of or damage to baggage and/or express chargeable to Contractor; and Contractor hereby agrees to pay to Company on demand any deficiency that may accrue with respect to such adjustments, refunds, losses or damages.
- O. When applicable, to pay its covered employees in compliance with the Fair Labor Standards Act and to maintain adequate and accurate records of their hours, rates of pay and other conditions of employment as required by the Act and Regulations Part 516, and to certify each month that it has complied with the Act in those respects.
- P. Not to use the word "Greyhound" as part of Contractor's business name for any purpose. Contractor acknowledges that the word "Greyhound", together with the various symbols, slogans, logos, and the like ("Marks") owned or licensed by Company are valuable, special and unique assets of Company. The use of Marks under this Agreement is for the purpose of distinguishing the services of Greyhound Lines, Inc. and its subsidiaries only. Contractor may use Marks only as an aid in informing the public where Greyhound Lines, Inc.'s services may be purchased and that Contractor is authorized to sell Greyhound Lines, Inc.'s services. Contractor shall not use Marks to identify Contractor's services or in any way except as specifically authorized herein.

Contractor's internet (worldwide web) sites are strictly prohibited from using the name "Greyhound", the image of the running dog and any other trademarks or service marks associated with Company's transportation business.

- Q. That the Contractor is responsible for safeguarding and accounting for all tickets and busbills assigned and entrusted to it for sale to customers. In the event that any tickets and busbills cannot be accounted for at the time that Contractor is required to make one of its regularly scheduled reports to Company, Company, if duly informed of any such missing tickets or busbills, agrees to cooperate with Contractor with a view to ascertaining whether or not such missing tickets or busbills were in fact sold; PROVIDED, HOWEVER, that such cooperation shall not embrace any out-of-pocket expenses to, and/or the expenditure of undue time and effort by Company. In the event that any such missing tickets and/or busbills assigned and entrusted to Contractor cannot be successfully located and discovered as having been sold, then it is agreed that the account shall be settled by Contractor's paying to Company an amount for each missing ticket or busbill equal to the average sales price for that ticket form or busbill actually sold by Contractor during the month the missing ticket or busbill would have been sold. In the case of forms of tickets infrequently sold by the Contractor, the average sales price will be determined by using the last two months sales of that particular form.
- R. To act as Contractor for Company upon such terms and conditions as Contractor and Company shall agree.
- S. Contractor represents and warrants that its facilities are and will be operated in compliance with all laws applicable to it, including but not limited to, the Americans with Disabilities Act as amended ("ADA"). Contractor agrees to assist Company personnel with boarding or deboarding of customers with disabilities at Contractor's facility and will provide such other assistance or accommodations to Company's customers to the extent required under the ADA.

### III. IT IS MUTUALLY AGREED:

- A. That payment as aforesaid shall constitute full and complete compensation to Contractor for all facilities furnished and services rendered by Contractor.
- B. That Contractor is an "Independent Contractor" and the Company reserves no control over the Contractor or any of its employees, subordinates, or associates, as to how the facilities involved in this Agreement should be furnished or the services here involved should be performed. Contractor shall limit its activities for the Company to the consummation of the results herein specified. Contractor shall have no power to bind the Company by contract or otherwise except as herein provided as to the sale of transportation for property. The Company reserves no control whatsoever over the employment, discharge, compensation of or services rendered by an employee, subordinate or associate of Contractor. It is further expressly understood that nothing contained herein shall be deemed to require the Contractor to perform in person any of the services hereby contracted for and that if the Contractor so elects, all of its obligations hereunder may be performed by persons in its employ or otherwise under its control. The Company shall not be responsible for the acts or omissions of said employees, subordinates or associates and Contractor agrees to save Company harmless from any and all liability caused by any such act or omission. Further, Contractor

shall register as an employer with all State and Federal Agencies and be responsible for and pay any and all taxes, assessments or contributions, including, but not limited to, State Unemployment and Worker's Compensation laws, Federal Unemployment Contributions Act, Federal Insurance Contributions Act (Social Security,) and to otherwise indemnify, save harmless and defend Company against any liability, claims or demand therefor.

- C. The term of this Agreement shall be from the date hereof to \_\_\_\_\_ continue thereafter until terminated by at least thirty (30) days prior written notice from either party to the other party, at either party's sole discretion for any reason whatsoever, or as otherwise provided herein. Provided, however, that any default of any monetary provisions, including the payment of accounts or remittances of Contractor under this Agreement or any other existing or future agreement between Company and/or its affiliates and Contractor and/or its affiliates shall be sufficient cause for the Company to immediately terminate this Agreement without any notice whatsoever and Contractor hereby authorizes Company to do so in such event; and provided further, that any violations, breach or default of any other provision of this Agreement, which is not remedied within ten (10) days after notice thereof or any default under any other existing or future agreement between Company and/or its affiliated and Contractor and/or its affiliates which is not remedied as required thereby, shall also be sufficient cause to immediately terminate this Agreement without further notice. All notices may be either written or given orally by or to an officer or supervisory employee of the Company.
- D. This Agreement cancels any and all previous contracts and agreements pertaining to the subject of commission agency between Contractor and Company and/or its predecessors in interest, except as to unfulfilled obligations heretofore incurred, and this Agreement constitutes the entire Independent Contractor Agreement between the parties.
- F. This Agreement may not be assigned by Contractor.
- G. If the Company shall, after default made by the Contractor in any payment to be made by it, or in the performance of any covenant or agreement to be by it performed under this agreement, accept from the Contractor and payment to be made by it, or the performance or any covenant or agreement to be by the Contractor performed under this agreement, or if the Company after such default shall do any act or exercise any right, remedy, option or election permitted by this Agreement, neither the acceptance of such payment nor the acceptance of such performance, nor the doing of such act, nor the exercise of any such right, remedy, option or election, shall be construed or deemed a waiver of such prior default, except only to the extent that such prior default shall be extinguished by the payment or performance so accepted by the Company.
- H. Form PC-125 known as Federal Contractors Compliance Agreement and identified as Addendum I attached hereto is herein incorporated by reference.

IN WITNESS WHEREOF the parties hereto have caused this Agreement to be executed in duplicate the day and year first herein above written.

**COMPANY:**

GREYHOUND LINES, INC.

By:

Name:

Print Name

Title:

**CONTRACTOR:**

By:

Name:

Print Name

Title:

Date:

TN-13 (rev. 11/99)



### GUARANTY

For value received, and in consideration for, and as an inducement to Greyhound Lines, Inc., (Company) entering into the attached Standard Independent Contractor Agreement, dated    , 2007 with     (Contractor), the Contractor therein named, the undersigned unconditionally guarantee(s) to Company, its successors and assigns, the full performance and observance of all of the covenants, conditions, and agreements therein provided to be performed and observed by the Contractor without requiring any notice of non-payment, non-performance, non-observance, or proof, or notice, or demand, whereby to charge the undersigned therefor, all of which the undersigned hereby expressly waive(s) and expressly agree(s) that the validity of this Agreement and the obligations of the Guarantor(s) hereunder shall in no wise be terminated, affected or impaired by reason of the failure by Company to assert against Contractor of any of the rights or remedies reserved to Company pursuant to the provisions of the Agreement. The undersigned further covenant(s) and agree(s) that this Guaranty shall remain and continue in full force and effect as to any renewal, modifications or extension of this Agreement.

Dated this        day of        20   .

WITNESS:

GUARANTOR:

\_\_\_\_\_

**Request for Taxpayer  
Identification Number and Certification**

Give form to the  
requester. Do not  
send to the IRS.

Print or type See Specific Instructions on page 2.	Name		
	Business name, if different from above		
	Check appropriate box: <input type="checkbox"/> Individual/ Sole proprietor <input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Other *	<input type="checkbox"/> Exempt from backup withholding	
	Address (number, street, and apt. or suite no.)		
	City, state, and ZIP code		
List account number(s) here (optional)		Requester's name and address (optional)	

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 3.

Note: If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

or

Employer identification number

**Part II Certification**

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. person (including a U.S. resident alien).

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN. (See the instructions on page 4.)

Sign Here	Signature of U.S. person *	Date *
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**Purpose of Form**

A person who is required to file an information return with the IRS, must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

**U.S. person.** Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee.

**Note:** If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Foreign person.** If you are a foreign person, use the appropriate Form W-8 (see Pub. 515, Withholding of Tax on Nonresident Aliens and Foreign Entities).

**Nonresident alien who becomes a resident alien.**

Generally, only a nonresident alien individual may use the terms

of a tax treaty to reduce or eliminate U.S. tax on certain types of income. However, most tax treaties contain a provision known as a "saving clause." Exceptions specified in the saving clause may permit an exemption from tax to continue for certain types of income even after the recipient has otherwise become a U.S. resident alien for tax purposes.

If you are a U.S. resident alien who is relying on an exception contained in the saving clause of a tax treaty to claim an exemption from U.S. tax on certain types of income, you must attach a statement that specifies the following five items:

1. The treaty country. Generally, this must be the same treaty under which you claimed exemption from tax as a nonresident alien.
2. The treaty article addressing the income.
3. The article number (or location) in the tax treaty that contains the saving clause and its exceptions.
4. The type and amount of income that qualifies for the exemption from tax.
5. Sufficient facts to justify the exemption from tax under the terms of the treaty article.

**ADDENDUM .**  
**FEDERAL CONTRACTORS COMPLIANCE AGREEMENT**

The parties agree that the following shall be incorporated by reference to the attached contract.

The Greyhound company involved in this contract whether Greyhound Lines, Inc. or its affiliates or subsidiaries may have the status of "federal contractor" or "subcontractor."

To the extent required by law, you, as a party to this contract (hereafter referred to as "Contractor"), agree to comply with all applicable laws and regulations governing obligations of federal contractors, subcontractors and recipients of federal funds, including but not limited to Executive Order 11246, the Vietnam Era Veterans Adjustment Assistance Act of 1974, the Rehabilitation Act of 1973 and 41C.F.R. parts 60-1, -20, -250 and -741 and the Americans with Disabilities Act of 1990 (42 USC 312101 et seq). Contractor certifies that it will comply with the following provisions to the extent required by law."

#### I. EQUAL OPPORTUNITY CLAUSE

During the performance of this contract, the contractor agrees as follows:

(a) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

(b) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants, will receive consideration for employment without regard to race, color, religion, sex, or national origin.

(c) The contractor will lend to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(d) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor. (the "Act")

(e) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(f) In the event of the contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, or by rules, regulations, or order of the Secretary of Labor, or as otherwise provided by law.

(g) The contractor will include the provisions of paragraph (a) through (g) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for non-compliance; Provided however that in the event the contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.

## II. AFFIRMATIVE ACTION FOR DISABLED VETERANS AND VETERANS OF THE VIETNAM ERA

(a) The contractor will not discriminate against any employee or applicant for employment because he or she is a disabled veteran or veteran of the Vietnam era in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance in employment and otherwise treat qualified disabled veterans and veterans of the Vietnam era without discrimination based upon their disability or veterans status in all employment practices such as the following: Employment upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees that all suitable employment openings of the contractor which exist at the time of the execution of this contract and those which occur during the performance of this contract, including those not generated by this contract and including those occurring at an establishment of the contractor other than the one wherein the contract is being performed but excluding those of independently operated corporate affiliates, shall be listed at an appropriate local office of the State employment service system wherein the opening occurs. The contractor further agrees to provide such reports to such local office regarding employment openings and hires as may be required.

State and local government agencies holding Federal contracts of \$10,000 or more shall also list all their suitable openings with the appropriate office of the State employment service, but are not required to provide those reports set forth in paragraphs (d) and (e).

(c) Listing of employment openings with the employment service system pursuant to this clause shall be made at least concurrently with the use of any other recruitment source or effort and shall involve the normal obligations which attach to the placing of a bona fide job order, including the acceptance of referrals of veterans and non-veterans. The listing of employment openings does not require the hiring of any particular job applicant or from any particular group of job applicants, and nothing herein is intended to relieve the contractor from any requirements in Executive orders or regulations regarding nondiscrimination in employment.

(d) The reports required by paragraph (b) of this clause shall include, but not be limited to, periodic reports which shall be filed at least quarterly with the appropriate local office or, where the contractor has more than one hiring location in a State, with the central office of that State employment service. Such reports shall indicate for each hiring location (1) the number of individuals hired during the reporting period, (2) the number of nondisabled veterans of the Vietnam era hired, (3) the number of disabled veterans of the Vietnam era hired and (4) the total number of disabled veterans hired. The reports should include covered veterans hired for on-the-job training under 38 U.S.C. 17B7. The contractor shall submit a report within 30 days after the end of each identifying data for each hiring location. The contractor shall maintain at each hiring location

copies of the reports submitted until the expiration of one year after final payment under the contract, during which time these reports and related documentation shall be made available, upon request, for examination by any authorized representatives of the contracting officer or of the Secretary of Labor. Documentation would include personnel records respecting job openings, recruitment and placement.

(e) Whenever the contractor becomes contractually bound to the listing provisions of this clause, it shall advise the employment service system in each State where it has establishments of the name and location of each hiring location in the State. As long as the contractor is contractually bound to these provisions and has so advised the State system, there is not need to advise the State system of subsequent contracts. The contractor may advise the State system when it is no longer bound by this contract clause.

(f) This clause does not apply to the listing of employment openings which occur and are filled outside of the 50 States, the District of Columbia, Puerto Rico, Guam, and the Virgin Islands.

(g) The provisions of paragraphs (b), (c), (d), and (e) of this clause do not apply to openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement. This exclusion does not apply to a particular opening once an employer decides to consider applicants outside of his own organization or employer-union arrangement for that opening.

(h) As used in this clause: (1) "All suitable employment openings" includes, but is not limited to, openings which occur in the following job categories: Production and non-production, plant and office: laborers and mechanics; supervisory and non-supervisory; technical; and executive, administrative and professional openings as are compensated on a salary basis of less than \$25,000 per year. This term includes full-time employment, temporary employment of more than 3 days' duration, and part-time employment. It does not include openings which the contractor proposes to fill from within his own organization or to fill pursuant to a customary and traditional employer-union hiring arrangement nor openings in an educational institution which are restricted to students of that institution. Under the most compelling circumstances an employment opening may not be suitable for listing, including such situations where the needs of the Government cannot reasonably be otherwise supplied, where listing would be contrary to national security, or where the requirement of listing would otherwise not be for the best interest of the Government.

(2) "Appropriate office of the State employment service system" means the local office of the Federal-State national system of public employment offices with assigned responsibility for serving the area where the employment opening is to be filled, including the District of Columbia, Guam, Puerto Rico, and the Virgin Islands.

(3) "Openings which the contractor proposes to fill from within his own organization" means employment openings for which no consideration will be given to persons outside the contractor's organization (including any affiliates, subsidiaries, and the parent companies) and includes any openings which the contractor proposes to fill from regularly established "recall" lists.

(4) "Openings which the contractor proposes to fill pursuant a customary and traditional employer-union hiring arrangement" means employment openings which the contractor proposes to fill from union halls, which is part of the customary and traditional hiring relationship which exists between the contractor and representatives of his employees.

(i) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(j) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act



(k) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notice shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era for employment, and the rights of applicants and employers.

(l) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of the Vietnam Era Veterans Readjustment Assistance Act, and is committed to take affirmative action to employ and advance in employment qualified disabled veterans and veterans of the Vietnam era.

(m) The contractor will include the provisions of this clause in every subcontract or purchase order of \$10,000 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

### III. AFFIRMATIVE ACTION FOR HANDICAPPED WORKERS

(a) The contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. The contractor agrees to take affirmative action to employ, advance, in employment and otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicap in all employment practices such as the following: Employment, upgrading, demotion or transfer, recruitment, advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

(b) The contractor agrees to comply with the rules, regulations, and relevant orders of the Secretary of Labor issued pursuant to the Act.

(c) In the event of the contractor's non-compliance with the requirements of this clause, actions for non-compliance may be taken in accordance with the rules, regulations and relevant orders of the Secretary of Labor issued pursuant to the Act.

(d) The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices in a form to be prescribed by the Director, provided by or through the contracting officer. Such notices shall state the contractor's obligations under the law to take affirmative action to employ and advance in employment qualified handicapped employees and applicants for employment, and the rights of applicants and employees.

(e) The contractor will notify each labor union or representative of workers with which it has a collective bargaining agreement or other contract understanding, that the contractor is bound by the terms of section 503 of the Rehabilitation Act of 1973, and is committed to take affirmative action to employ and advance in employment physically and mentally handicapped individuals.

(f) The contractor will include the provisions of this clause in every subcontract or purchase order of \$2,500 or more unless exempted by rules, regulations, or orders of the Secretary issued pursuant to section 503 of the Act, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs may direct to enforce such provisions, including action for non-compliance.

## Establishing Fares

The preferred and probably most fair method of establishing fares is to use a fare structure built on mileage. This method helps keep your pricing consistent between mileage bands. First step is to create a table of miles. The miles to the connecting point with Greyhound would be added to the total trip miles. Total trip miles will be determined using the MAX system. Many of the miles shown in the example below were taken from the National Mileage Guide, NBTA 111, recognized by the intercity bus industry as fare-making miles. Not all miles are actual as many of the mileages were set long before any interstate highway system was in place.

The fares contained in this document are for interline purposes, that is where you, the rural transit carrier, pass the passenger on to Greyhound or another carrier. Any fares you wish to apply locally on your line must set by your company. A local fare does not transfer to another company.

BETWEEN AND	Dishman	Spokane	Cheney	Tyler	Sprague	Ritzville	Lind	Connell	Eltopia	Pasco	Walla Walla	Touchet	Kennewick
Spokane.....	6												
Cheney.....	22	16											
Tyler.....	32	26	10										
Sprague.....	44	38	22	12									
Ritzville.....	67	61	45	35	23								
Lind.....	81	75	59	49	37	14							
Connell.....	108	102	86	76	64	41	27						
Eltopia.....	123	117	101	91	79	56	42	15					
Pasco.....	140	134	118	108	96	73	59	32	17				
Walla Walla.....	156	150	134	124	112	89	75	48	33	16			
Touchet.....	169	163	147	137	125	102	88	61	46	29	13		
Kennewick.....	144	138	122	112	100	77	63	36	21	4	---	---	
Plymouth.....	165	159	143	133	121	98	84	57	42	25	---	---	21
Walla Walla.....	185	179	163	133	141	118	104	77	62	45	29	16	---



Shown below is an example of fares built on a mileage basis. The table is divided into mileage bands with each consecutive band receiving a slightly higher price.

MILES	OW FARE	MILES	OW FARE	MILES	OW FARE
0 - 10	\$ 9.00	151 - 175	\$ 34.00	451 - 475	\$ 76.50
11 - 20	\$ 10.00	176 - 200	\$ 37.00	476 - 500	\$ 80.50
21 - 30	\$ 11.00	201 - 225	\$ 41.50	501 - 550	\$ 88.00
31 - 40	\$ 12.00	226 - 250	\$ 44.50	551 - 600	\$ 94.00
41 - 50	\$ 13.00	251 - 275	\$ 48.00	601 - 650	\$ 101.00
51 - 60	\$ 15.00	276 - 300	\$ 51.00	651 - 700	\$ 108.00
61 - 70	\$ 17.00	301 - 325	\$ 54.00	701 - 800	\$ 116.00
71 - 80	\$ 19.00	326 - 350	\$ 57.00	801 - 1000	\$ 126.00
81 - 90	\$ 22.00	351 - 375	\$ 61.50	1001 - 1400	\$ 143.50
91 - 100	\$ 25.00	376 - 400	\$ 64.50	1401 - 1800	\$ 159.00
101 - 125	\$ 28.00	401 - 425	\$ 68.50	1801 - 2400	\$ 173.50
126 - 150	\$ 31.00	426 - 450	\$ 72.50	2401 - 2800	\$ 186.00
				2801 +	\$ 199.00

Greyhound also has advance purchase fares available at a substantial savings for passengers who plan ahead.

7-DAY ADVANCE PURCHASE FARES				
IF TRIP LENGTH IS	MIDWEEK		WEEKEND	
	ONE WAY	ROUND TRIP	ONE WAY	ROUND TRIP
Less than 300 miles	\$29.00	\$58.00	\$39.00	\$78.00
From 301 to 500 miles	\$39.00	\$78.00	\$49.00	\$98.00
From 501 to 800 miles	\$49.00	\$98.00	\$59.00	\$118.00
From 801 to 1200 miles	\$59.00	\$118.00	\$69.00	\$138.00
From 1201 to 1600 miles	\$69.00	\$128.00	\$79.00	\$158.00
From 1601 to 2000 miles	\$79.00	\$148.00	\$89.00	\$178.00
From 2001 to 2400 miles	\$89.00	\$168.00	\$99.00	\$198.00
From 2401 to 2800 miles	\$99.00	\$198.00	\$109.00	\$218.00
Over 2800 miles	\$109.00	\$218.00	\$119.00	\$238.00

14-DAY ADVANCE PURCHASE FARES				
IF TRIP LENGTH IS	MIDWEEK		WEEKEND	
	ONE WAY	ROUND TRIP	ONE WAY	ROUND TRIP
Less than 300 miles	\$27.00	\$54.00	\$37.00	\$74.00
From 301 to 500 miles	\$36.00	\$72.00	\$46.00	\$92.00
From 501 to 800 miles	\$45.00	\$90.00	\$55.00	\$110.00
From 801 to 1200 miles	\$54.00	\$108.00	\$64.00	\$128.00
From 1201 to 1600 miles	\$63.00	\$126.00	\$73.00	\$146.00
From 1601 to 2000 miles	\$72.00	\$144.00	\$82.00	\$164.00
From 2001 to 2400 miles	\$81.00	\$162.00	\$91.00	\$182.00
From 2401 to 2800 miles	\$90.00	\$180.00	\$100.00	\$200.00
Over 2800 miles	\$99.00	\$198.00	\$109.00	\$218.00

During certain holidays and on weekends Greyhound adds a premium to most of its fares, to cover the increased cost of handling heavier passenger loads.

Some fares, such as the advance purchase fares shown above, are restricted from travel during peak periods.

Rules and regulations covering all of Greyhound's fares are published in the Passenger Fare Sales Manual and available online at <http://www.greyhound.com/revsup/pfsm/toc.htm>

## **BUS TERMINAL LICENSE AGREEMENT**

**AGREEMENT**, made as of the \_\_\_\_\_ day of \_\_\_\_\_, **2007** by and between GREYHOUND LINES, INC., hereinafter called "Company", a Delaware Corporation, with offices at P. O. Box 660362, Dallas, Texas 75266-0362, and \_\_\_\_\_ hereinafter called "Licensee" a \_\_\_\_\_ non-profit corporation with offices at \_\_\_\_\_.

**WHEREAS**, Company by title, lease or otherwise, controls a bus terminal, hereinafter called "Terminal", located at \_\_\_\_\_; and

**WHEREAS**, Company reserves the right to fulfill some or all of its obligations to Licensee through its Independent Contractor, hereinafter called "Contractor"; and

**WHEREAS**, Licensee is engaged in the operation of motor buses for the transportation of persons, baggage and express and desires to use the Terminal and its facilities in connection with Licensee's regular route and demand responsive service; and

**WHEREAS**, Licensee desires to use the Terminal in accordance with the Service Assumptions set forth in Exhibit A hereto; and

**WHEREAS**, Company, in consideration of the intended usage of the Terminal as Licensee herein declares, but subject to renegotiation should Licensee's usage of the Terminal change materially, is agreeable to the granting of a license, subject to the terms and conditions set forth herein.

**NOW, THEREFORE**, in consideration of the premises and the mutual covenants and obligations hereinafter contained, it is covenanted, stipulated and agreed by and between the parties hereto as follows:

1. Company grants to Licensee for the Term as defined in Section 15 below, the right and privilege to use, and Licensee agrees to use, the Terminal, its facilities and services in common with Company and any other carrier which Company in its sole discretion shall permit to use the Terminal, its facilities and services in the manner and upon the terms and conditions herein set forth. Such facilities and services shall include water, light, heat and air conditioning if the Terminal is equipped with a central air conditioning system, and waiting and rest room facilities. Services provided by Company shall include but not be limited to the announcement of the departure and arrival of such buses, , baggage and express, ticketing, telephone information (in accordance with Section 10 hereof) and accounting. Licensee shall not use the Terminal for the operation of buses in charter or special service without Company's express consent.

(A) Licensee shall operate no more than \_\_\_\_\_ ( \_\_\_\_\_ ) bus departures ("Departures") from the Terminal in any given day on the Routes and Schedules shown in Attachment 1. As used in this Agreement, the term "Departures" shall mean all buses operated by Licensee that depart from the Terminal.

(C) Licensee shall only have access to, and the right and privilege to use, Company's Terminal during the hours of operation as specified by Company. Licensee shall be prohibited from picking up or dropping off passengers at the Terminal or on property (including public streets) near or adjacent to the Terminal at times when the Terminal is closed for business. The indemnification obligations by Licensee of Company under Section 11 of the Agreement shall extend to injury to or death of persons whomever, or damage to or loss of property whatsoever, occurring as a result of Licensee picking up or dropping off passengers at times when the Terminal is closed for business.

2. As compensation for the privilege of using the Terminal facilities and its services, Licensee is granted access for no charge, since Licensee is a non-profit organization.

(A) 0 percent (%) of all tariff charges collected by Company from the sale of Licensee's tickets at the Terminal;

(B) 0 percent (%) of all tariff charges assessed at the Terminal for either incoming or outgoing express shipments including all tariff charges applicable to prepaid received and collect forwarded express shipments handled for Licensee at the Terminal, except that Company shall be entitled to retain the full amount of any overtime storage charges it collects at the Terminal with respect to express shipments;

(C) The monthly minimum commission shall be \$ 0.00.

3. Licensee authorizes Company to sell Licensee's tickets and issue Licensee's busbills at the Terminal and Company shall provide, in addition to all other attendants required in and about the Terminal, all personnel needed or required for the sale of tickets and issuance of busbills of Licensee at the Terminal. All tickets sold and busbills issued hereunder by Company for the Licensee shall be sold or issued at the rates set forth in Licensee's tariffs on file at the Terminal at the time of the sale or issuance thereof.

4. Company shall handle baggage and express for Licensee in accordance with the procedures for handling the same which are followed at the Terminal by Company in handling baggage and express for its own patrons.

5. All monies belonging to the Licensee collected by Company at Terminals equipped with Company's automated ticketing system (hereafter referred to as "Automated Locations") shall be remitted to Licensee as follows: Licensee shall remit to Company on the 1<sup>st</sup> business day of each month all trip coupons collected by Licensee for travel over Licensee routes for the preceding month along with a summary invoice. Company shall make payment to Licensee within 15 days or receipt of said invoice.

At Automated Locations, Company may deposit any sums collected for Licensee in its or its Contractor's own depository, without separate identification or earmarking, and shall not be responsible or liable to Licensee in the event of any loss of Licensee's funds by reason of the insolvency of the depository, inability to make withdrawals because of any condition of the depository or any decision or ruling of public authority relating thereto or for any other reason.

Loss of cash or negotiable instruments through defalcation, theft or willful acts by Company, Contractor, Company's employees or, Contractor's employees shall be borne by Company.

( in the event of loss of cash or negotiable instruments through theft, robbery or burglary by a third person, the

amount of cash and negotiable instruments, if any, remaining on hand immediately following such theft, robbery or burglary, when investigation shall be made to determine the loss, shall be apportioned among all the carriers, including Company, using the Terminal affected by such theft, robbery or burglary on the basis of the respective amounts due each of them, such amounts to be determined by a joint audit by all carriers concerned. Any money recovered by Company from any such third party losses described in this section shall be allocated between the parties hereto in proportion to their respective interests in the account to which the recovery applies. All monies collected by Company from the sale of Licensee's package express shall, prior to being remitted to Licensee pursuant to this Section 5, be held by Company in trust for the benefit of Licensee.

6. All records, books and accounts of Company necessary to audit and verify reports and statements submitted to Licensee pursuant to this Agreement shall, at all reasonable times and upon advance notice, be open for inspection by Licensee and its authorized contractor, employees and representatives at Licensee's sole cost and expense.

7. In using the Terminal, Licensee agrees to comply with, and to cause its officers, agents, employees, representatives, contractors and passengers to comply with, all reasonable rules and regulations not inconsistent with this Agreement, established from time to time by Company to govern the operation of the Terminal, and to conduct its operations in an orderly, proper, safe, careful, efficient and courteous manner and without offending, annoying or disturbing others at the Terminal. Licensee and Company each agree to conduct their operations in the Terminal without denigrating or maligning the other's name or image, and in compliance with the "Standards of Conduct" set forth in Exhibit B hereto. Licensee shall, upon objection from Company concerning the conduct, demeanor or appearance of any officer, employee, agent, representative or contractor of Licensee immediately take all reasonable remedial steps necessary. The rules and regulations governing the operation of the Terminal and its facilities shall be so designed and the Terminal and its facilities so operated, managed, maintained and supervised that Licensee will be accorded fair, just and impartial accommodations, facilities and services. Company shall furnish impartial information as to the routes, schedules, and fares charged, and impartially give out, upon request, such other general information as is available. Prospective passengers destined for competitive points on or beyond the lines of more than one of the carriers operating from the Terminal will be quoted service based on the passengers' inquiries and sold tickets according to passenger preference, provided Company has been provided adequate information by the originating carrier to sell the ticket. If no preference is expressed, a ticket will be sold 1) on the bus which arrives first at the passenger's destination and 2) on the bus in connection with which all subsequent carriers in the movement of the passenger have an agreement with Company to quote and sell their service at the points at which the passenger will be transferred.

8.

9. Licensee may not place or display any of its signage inside or outside the Terminal without the prior written consent of Company, which consent will not be unreasonably withheld. Company may regulate the number, size and location of Licensee's advertising or promotional materials at the Terminal, provided that any such regulation is nondiscriminatory and reasonable.

10. The Company will use its best efforts to provide accurate and impartial telephonic fare and schedule information on behalf of Licensee at the Terminal.

11. Licensee agrees to indemnify, save harmless and defend Company against and from any and all liability, damages, losses, claims, demands, suits and judgments of every kind and nature and from any and all costs and expenses, including attorney's fees resulting from:

(A) injury to or death of officers, agents, contractors, employees or passengers of Licensee, or of other persons who enter the Terminal or appurtenances thereto for any purpose pertaining to Licensee's business,

occurring on the Terminal premises, or appurtenances thereto, or by reason of any occurrence thereon, but not including injury or death occasioned solely by the gross negligence of Company or Company's Contractor or their officers, employees or agents.

(B) damage to or loss of any property to whomsoever belonging while it is on the Terminal premises or appurtenances thereto in connection with Licensee's business.

(C) injury to or death of persons whomever, or damage to or loss of property whatsoever, occasioned by the acts or omissions of Licensee, its officers, agents, and employees, including Licensee's contractor while acting in the performance of services for Licensee, or by the transportation of persons or property by Licensee.

(D) willful acts of Licensee, its officers, agents, contractors or employees, including but not limited to assault, battery, false arrest, false imprisonment, malicious prosecution, slander or libel or invasion of privacy, arising out of or in any way connected with the services of Licensee.

In the event a claim is made or a suit is filed against Company for which Licensee has responsibility hereunder, then Licensee shall be notified of the claim or suit and Licensee shall, at its sole cost and expense, investigate, settle and/or defend such claim or suit. Licensee shall not settle or otherwise compromise a claim or suit for which indemnity is asserted hereunder, unless Licensee settles or compromises the claim or suit by obtaining a full and unconditional release of Company. If Licensee shall refuse or fail to investigate, settle and/or defend such claim or suit, then Licensee shall be bound by any judgement against, or reasonable settlement made by, Company and upon demand, Licensee shall pay the amount of judgement or settlement and any and all costs and expenses, including reasonable attorneys' fees, incurred by Company in the investigation, settlement or defense of such claim or suit.

12. Licensee agrees at its sole cost and expense, to obtain and keep in force throughout the term of this Agreement in a form and in a company satisfactory to Company the following policies of insurance:

(A) General Liability Insurance with a combined single limit of not less than \$1,000,000. Such general liability shall be either:

(i) Comprehensive form which has been endorsed to include premises/operations, products and completed operations, contractual, independent contractors, broad form property damage and personal injury; or

(ii) Commercial form which has a per location endorsement and is written on an occurrence basis.

(B) Comprehensive Automobile Liability Insurance providing coverage for owned, non-owned, hired and leased vehicles that enter on the premises of the Terminal or appurtenances thereto.

(i) for vehicles having a seating capacity of sixteen (16) passengers or more:

A Combined Single Limit for injury or damage in any one accident of \$5,000,000.

(ii) for vehicles having a seating capacity of fifteen (15) passengers or less:

A Combined Single Limit for injury or damage in any one accident of \$1,500,000.

Licensee agrees to provide and keep in force throughout the term of this Agreement a policy(ies) of Workers' Compensation insurance in statutory required amounts covering its employees engaged in operations under this Agreement.

Licensee further agrees to name Company as an additional insured on the General and Automobile Liability policies in connection with services tendered to Licensee, provided however, that such insurance shall contain provisions to the effect that the naming of Company as an additional insured shall not affect any recovery to which Company would be entitled under the policy if it were not so named, and that the insurance is primary and shall be without contribution from any similar insurance effected by Company.

Upon execution of this Agreement, Certificates of Insurance verifying each of the above conditions, and providing for thirty (30) days prior written notice of any cancellation or reduced coverage, shall be submitted to Company at the notice address specified in Section 17. Any failure to provide the insurance coverage specified in Section 12 will constitute a default under the terms of this Agreement, and permit Company to immediately suspend Licensee's rights under this Agreement and, if such default is not cured within ten (10) days to terminate this Agreement upon written notice.

13. In the event of a strike, lockout, labor controversy, act of God or of any event beyond the control of Company which results in the inability of Company to conduct normal operations at the Terminal or in Licensee's inability to use the Terminal, Company shall not be obligated to furnish Licensee the facilities and services provided for in this Agreement during the period Company is unable to operate the Terminal and Licensee waives any right to claim either actual or punitive damages as the result of Licensee's inability to use the Terminal or Company's inability to conduct normal operations at the Terminal.

14. Immediate oral notice (followed by written notice and reports) shall be given by Licensee to Company of any and all impending or existing labor complaints, troubles, disputes or controversies involving the employees of Licensee, which are capable of affecting the operation of the Terminal, or the operation of other carriers thereat, and Licensee shall continually report to Company the progress of such complaints, disputes, or controversies and any progress toward the resolution thereof. Company shall have the right, upon written or oral notice to Licensee, to immediately suspend the provisions of this Agreement under which Licensee is using the Terminal facilities and services in either of the following events:

(A) If Licensee, in its operations at the Terminal, shall employ any person or persons, or use or have any equipment or materials, or allow any condition to exist, which causes or, in the sole judgment of Company, may cause any labor trouble at the Terminal involving Company or employees of any other carrier operating at the Terminal or which may interfere with the operation of the Terminal facilities or services or with the operation of other carriers at the Terminal, and if Licensee, upon notice from Company shall not, within twelve (12) hours, withdraw from the Terminal any such person or persons and any such equipment or materials, or rectify any such condition specified in the notice; or

(B) If any labor trouble of or directed against Licensee may adversely affect the operation of the Terminal facilities or services by Company or the operations of other carriers thereat, whether or not the same is due to the fault of the Licensee, and notwithstanding the fact that Company may or may not have issued directions in connection with the same.

During the period of suspension, Licensee shall not operate at the Terminal, and if any vehicle or vehicles or other property of Licensee remains on the Terminal premises, Company may remove the same for storage at another location, such removal and storage to be at the risk and expense of Licensee. The period of suspension shall end not more than twenty-four (24) hours after the labor trouble has ceased or been cured, and Licensee has so notified Company. If the period of suspension does not end on or before a date one hundred eighty (180) days after the effective date of the suspension, Company shall have the right to terminate this Agreement by five (5) days prior

written notice.



15. The Term of this Agreement shall begin on the \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ and shall continue in full force and effect for a period of five (5) years. The Agreement shall thereafter automatically renew for additional three (3) year periods unless either party gives written notice to the other at least twelve (12) months before the expiration date of the current term of such party's intention not to renew after the expiration of the current term. Upon notice of termination in accordance herewith, the Agreement shall terminate effective as of the end of the initial term or the then current renewal term. Without limiting the foregoing, the parties shall have the following additional termination rights:

(A) In the event Company or Licensee shall be permanently prevented from making, or be rendered unable to make, use of the Terminal for a bus terminal by reason of any regulation, requirement or decision of public authority, then either party hereto may terminate this Agreement by written notice to the other party.

(B) In the event Company desires to discontinue the operation of the Terminal it may terminate this Agreement by giving Licensee at least 60 days prior written notice of termination without penalty of any kind; provided, however, that if the Company acquires another terminal location within five miles of the Terminal within one year of such termination, it shall offer Licensee use of such other terminal if: (i) there is sufficient space available to accommodate Licensee and other tenant carriers; and (ii) Company and Licensee agree upon the terms of compensation payable to Company for such use, taking into consideration the costs of operating the new location.

(C) In the event of a default in the performance by either party of any of its obligations under this Agreement, the other party may terminate this Agreement by giving written notice of termination to the defaulting party, if the default has continued for more than ten (10) days after the defaulting party has been given written notice of default and intention to terminate by the other party. Subsequent defaults by a party will entitle the other party to terminate this Agreement without providing ten (10) days written notice.

(D) Notwithstanding any other provision contained herein to the contrary, Licensee agrees to, concurrently with the effective date of this Agreement and throughout the term hereof, procure and maintain all necessary and/or required operating authorities, permits and/or registrations, both state, federal and local, for the operation of any vehicles for all jurisdictions operated by or contained in operating/time schedules of Licensee. In the event, Licensee fails to procure or maintain such operating authorities, permits and/or registrations, Licensee's rights under this Agreement may be immediately suspended and, in the event Licensee fails to cure such deficiency within a ten (10) day period from such suspension, the Company shall have the right, upon written notice to Licensee, to immediately terminate this Agreement. Such termination shall not affect the liabilities between the parties hereto, including any indemnity obligations, accruing prior to such termination date.

(E) Notwithstanding the foregoing, in the event of a dispute concerning either party's compliance with the terms and provisions of Section 7 or 8 hereof, the party complaining of the noncompliance may invoke the alternative dispute resolution ("ADR") process set forth below.

The party opting for the ADR process described herein (the "Complaining Party") shall initiate the ADR by providing written notice to the other party (the "Offending Party") specifying in detail the Complaining Party's contention that the terms and provisions of Section 7 or 8 have not been complied with by the Offending Party. The Complaining Party shall furnish with its notice letter whatever evidence is available to the Complaining Party to support its contentions.

(i) Informal Resolution: On a mutually agreeable date, no later than twenty (20) calendar days after receipt by the Offending Party of the Complaining Party's written notice, the parties shall meet in the offices of the Complaining Party in a good faith attempt to resolve the alleged noncomplying conduct set forth in the written notice. If, at the conclusion of the informal resolution meeting, the dispute is not satisfactorily resolved, (a) either party may, within ten (10) calendar days, refer the dispute to the mediation process described below; or (b) if the dispute is not referred to mediation within the ten (10) day period, the Complaining Party shall be deemed to have waived its rights to pursue any other remedies with respect to the dispute, including, but not limited to, the right to pursue legal remedies or further resolution under the ADR process.

(ii) Mediation: Upon referral of a dispute to mediation, the Mediation/Arbitration Organization (defined below) shall, within five (5) calendar days after receipt of the notice of referral, (a) appoint an impartial, neutral and knowledgeable mediator to hear the dispute, and (b) provide notice to the parties of such appointment. The mediation process shall be commenced, to the extent practicable, within thirty (30) calendar days after the date the mediator is appointed. The parties agree that the mediator's role is to assist the parties in resolving the dispute and that the mediator shall not have the authority to impose a settlement upon the parties. Unless otherwise agreed by the parties, the mediation process shall terminate ten (10) calendar days after the date of the initial mediation conference. If, at the conclusion of the mediation process, the dispute is not satisfactorily resolved, (a) either party may, within ten (10) calendar days, refer the dispute to the arbitration process described below; or (b) if the dispute is not referred to arbitration within the ten (10) day period, the Complaining Party shall be deemed to have waived its rights to pursue any other remedies with respect to the dispute, including, but not limited to, the right to pursue legal remedies or further resolution under the ADR process.

(iii) Arbitration: Upon referral of a dispute to arbitration, the Mediation/Arbitration Organization shall, within five (5) calendar days after receipt of the notice of referral, (a) appoint an impartial, neutral and knowledgeable arbitrator(s) to hear the dispute, and (b) provide notice to the parties of such appointment. The arbitration proceedings shall be commenced, to the extent practicable, within thirty (30) calendar days after the date the arbitrator(s) is appointed. The parties agree that the arbitrator(s) shall not have the right to assess punitive or exemplary damages and may not make any ruling, finding or award that does not conform to the basic intent of the parties as expressed by the terms and conditions of this Agreement. Further, without limiting the remedies that may be imposed by the arbitrator(s), and notwithstanding any language to the contrary in Section 9, the arbitrator(s) shall have the power to terminate the Agreement in the event that Company asserts that Licensee has violated the provisions of Section 8 of the Agreement. The findings or award of the arbitrator(s) shall be binding, unless, at the time of referral to arbitration, the Complaining Party elects to have the arbitration be non-binding and advisory.

(iv) Modification of the ADR Process: By mutual written agreement, the parties may bypass the steps described in (i), (ii) or (iii) above or may modify the time deadlines described therein.

(v) Applicable Procedures and Law: The parties hereby select the American Arbitration Association (the "Mediation/Arbitration Organization") to conduct the mediations/arbitrations hereunder. Except as expressly provided herein, all mediations/arbitrations shall be initiated, conducted and governed by the established rules and procedures of the American Arbitration Association. All mediation conferences and arbitration proceedings will be held in the offices of the Mediation/Arbitration Organization in the city where the Terminal is located. All fees and administrative costs of the mediations/arbitrations shall be shared equally and each party shall bear its own attorneys' fees and expenses in connection therewith. Neither party shall have the right to appeal an arbitration award, except on the grounds set forth in Section 10 of the United States Arbitration Act. There will be no right to a trial *de novo*.

(vi) Other Rights and Remedies: The ADR process described above shall be mandatory, and must be exhausted before the Complaining Party is entitled to exercise its other legal rights and remedies, in cases of an alleged breach of the Standards of Conduct set forth in Section 7 or the provisions of Section 8; provided however, ADR shall not be mandatory if the Complaining party has invoked the ADR process against the Offending Party in the prior six month period or at least twice previously since the effective date of the Agreement. In all other cases where ADR is not mandatory, the Complaining Party may, in lieu of invoking the ADR process, exercise its legal rights and remedies as provided in the Agreement or at law or in equity. However, once the Complaining Party initiates the ADR process, it must exhaust its rights under the ADR process and may not exercise its other legal rights and remedies until the dispute completes the ADR process described in (i), (ii) and (iii) above, and its rights to appeal a binding arbitration award shall be limited as stated above. In the event of a non-binding arbitration, the Complaining Party may, following completion of the ADR process, exercise its legal rights and remedies as provided in the Agreement or at law or in equity.

(F) Notwithstanding anything contained herein to the contrary, Company may modify the rates specified in Section 2 of this Agreement at any time on thirty (30) days prior written notice to Licensee, in the event that: (i) Licensee materially deviates from the Service Assumptions set forth in Exhibit A; (ii) Licensee materially modifies its usage of the Terminal, including but not limited to its hours of operation, levels of service, departure or arrival times thereby imposing additional costs or expenses on Company. Upon notification of a change in rates, Licensee may either: (x) give written notice of its intent to discontinue its use of the terminal at the end of the 30 day notice period; or (y) agree to be bound by the modified rates at the end of the 30 day notice period. Failure to execute a written agreement to the new rates at the conclusion of the 30 day notice period shall be grounds for immediate termination of this Agreement.

If Licensee continues using the Terminal after the termination of this Agreement with Company's express or implied permission, such use shall be deemed to be under all of the terms, conditions and provisions of this Agreement, but the term shall not be deemed to have been extended or renewed. Licensee shall immediately discontinue any such use of the Terminal upon notice from Company that its express or implied permission to make such use is revoked.

16. The specified remedies to which one of the parties hereto may resort under the terms of this Agreement in the event of a default or violation hereof by the other party are cumulative and are not intended to be exclusive of any other remedies or means of redress which may be lawfully invoked under the circumstances. The failure of either party to insist upon strict performance in any one or more cases shall not be construed as a relinquishment or waiver for the future of the right to require full performance and no waiver of any provision hereof shall be deemed to have been made unless expressed in writing and signed by the party giving the waiver. After the term hereof shall have terminated it shall not be extended or renewed as a result of Company accepting any payment from the Licensee, Company rendering any bill to the Licensee or Company acquiescing on the continued use of the Terminal by the Licensee.

17. Licensee is required to address any notice to Company at P. O. Box 660362, Dallas, Texas 75266-0362, Attention: Contracts Administration, or to such other place as Company may from time to time designate by written notice to Licensee, with a copy to Company's Legal Department at the same address and all written notices to the Licensee shall be directed to Licensee at \_\_\_\_\_. Any notice given or required to be given pursuant to this Agreement or any of the provisions thereof shall be in writing and delivery of the same by United States Certified Mail, postage prepaid, in which event notice shall date from the time such Certified Mail is deposited in the United States mail.

18. The interest of Licensee under this Agreement is not transferable, nor may Licensee grant any sublicense

pursuant hereto, without the prior written consent of Company, it being understood and agreed that this prohibition applies not only to voluntary transfers but also to transfers by operation of law and all involuntary transfers, and that a change in the ownership of a majority of Licensee's capital stock shall be deemed a transfer of this Agreement. In the event Licensee shall dispose of or be divested of the operations to which this Agreement applies, or in the event of a change in the ownership of a majority of Licensee's stock, this Agreement shall automatically terminate, unless Company shall have consented in writing to the transfer of this Agreement in connection therewith.

19. It is hereby mutually agreed that this Agreement cancels and terminates, effective \_\_\_\_\_, \_\_\_\_\_ any and all prior agreements, understandings and arrangements relative to the subject matter of this Agreement, provided, however, that such termination shall not affect any of the rights or obligations of the parties which may have accrued or arisen prior to the effective date of this Agreement.

20. This Agreement does not create the relationship of a partnership or joint venture and the parties agree that neither party shall assume any responsibility or liability for the acts or omissions of the other party.

21. Except as otherwise expressly provided herein, this Agreement shall bind and inure to the benefit of the respective parties hereto and their respective successors and assigns.

22. The prevailing party in any litigation hereunder shall be entitled to the recovery of its reasonable attorney's fees, court costs and other related expenses from the non-prevailing party or parties, as such amounts are fixed by the court in which such litigation was heard.

23. Interpretation and enforcement of this Agreement shall be in accordance with the laws of the state of Texas.

24. If one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity, illegality, or unenforceability shall not affect any other provisions thereof and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

25. No modifications or amendments of this Agreement shall be valid unless in writing and executed by the duly authorized representatives of the contracting parties.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first herein written.

WITNESS

\_\_\_\_\_

COMPANY:  
GREYHOUND LINES, INC.

By \_\_\_\_\_

Title \_\_\_\_\_

WITNESS

\_\_\_\_\_

LICENSEE:

By \_\_\_\_\_

Title\_\_\_\_\_

pproved as to form 4/24/07

**EXHIBIT A**  
**SERVICE ASSUMPTIONS**

Licensee shall furnish Company with the following information which shall constitute the Service Assumptions at the Terminal.

**1. Anticipated Daily/Monthly Volume of:**

Connecting Passengers (with Company): \_\_\_\_\_

Through Passengers (Connecting at the Terminal with Licensee's other buses):  
\_\_\_\_\_

Through Passengers (Connecting at the Terminal with another tenant's buses):  
\_\_\_\_\_

Originating Passengers ticketed at Terminal: \_\_\_\_\_

Originating Passengers not ticketed at Terminal: \_\_\_\_\_

Terminating Passengers: \_\_\_\_\_

Package Express Forwarded: \_\_\_\_\_

Package Express Received: \_\_\_\_\_

**2. Number of Meal/Rest Stops Anticipated:**

\_\_\_\_\_

## **EXHIBIT B STANDARDS OF CONDUCT**

### ALL COMPANY AND LICENSEE CARRIER EMPLOYEES AND AGENTS

No employee or agent of Company or the tenant carriers at the terminals, including customer service representatives and drivers, shall:

1. divert or attempt to divert passengers from one carrier to another;
2. ask, suggest, encourage, entice or in any manner or in any way solicit or cause passengers to change carriers;
3. threaten, intimidate or pressure a passenger to ride a particular bus;
4. impede, inhibit, block, interfere or prevent any passenger from using any carrier the passenger chooses;
5. ask to see the ticket of any passenger who is not seeking assistance. Drivers may ask to see the ticket of any passenger who is seeking to board the driver's bus;
6. fail to provide full, complete, accurate, and impartial information when answering any questions asked by a passenger;
7. provide inaccurate or misleading information to passengers with respect to schedules, routing, loading, gates, or expected departure or arrival times of any carrier or the operations, policies, or procedures of any terminal or carrier;
8. criticize another carrier's service or tell a passenger not to ride on the bus of another carrier;

### DRIVERS ONLY

In addition to the above rules, no driver of any carrier operating into the terminal shall:

1. announce in any manner, other than through the authorized system of making departure announcements, the loading or departure of their service;
2. take a passenger's return portion of a round-trip ticket, or any portion of a passenger's trip that the driver does not perform, or give the passenger any receipt, transfer, or coupon that does not contain all information deemed necessary by a carrier seeking to reclaim against such receipt, transfer or coupon;
3. subject passengers to circuitous routing or routing that will strand the passenger enroute;
4. solicit passengers while in the terminal, driveways or loading areas;
5. loiter in the passenger waiting areas, ticketing areas, or information booths;
6. request a call for their schedule more than 20 minutes prior to the scheduled departure.
7. fail to call ahead to the terminal where passenger connections are to be made when running behind schedule; and
8. (*when off duty*) remain on the terminal property after completion of their driving assignment, other than while using the telephone, food service or restroom facilities, seeking shelter from inclement weather or for other personal reasons. Company drivers, if on layover or protection, may remain at the terminal in the designated area provided for drivers. While off-duty, drivers will continue to be governed by these rules;

## ANNOUNCEMENTS AT THE TERMINALS

All public announcements for buses departing the terminals shall:

1. if first call, be made *no earlier than* 20 minutes prior to departure and last call will be made when requested by the driver;
2. be made in an accurate, uniform, and audible manner;
3. be made in English, and Spanish if bilingual announcements are made at the terminal and employees or agents are available;
4. be made only by Company employees or agents;
5. be made in the order in which they were requested by drivers; and
6. be made by Company employees or agents from a specific script (see attached), or be initiated by Company employees or agents activating a recording device where available.

## DEPARTURES FROM THE TERMINALS

1. All carriers shall endeavor to adhere to their published schedules.
2. All buses not being held for a connection shall depart at their scheduled departure time.
3. Buses awaiting a late connection may be held, at the carrier's option, for 15 minutes unless notified that the connection will be later. If notified that the connection will be later than 15 minutes, the departure may be held for such additional time, as a carrier may elect, for such late arriving bus. Nothing herein shall obligate Company to hold its buses for more than 30 minutes;
4. Licensee shall notify Company of the cancellation of any schedules at least 30 minutes prior to scheduled departure.

## TELEPHONE INFORMATION AT THE TERMINALS

1. Company will provide current, accurate and impartial information for its tenants operating out of Company facilities relating to service operated by tenant from the facility in question.
2. Licensees will be responsible for providing current, accurate, and impartial information to Company.

## TICKET SALES AT THE TERMINALS

All schedule information will be provided in a fair and impartial manner. Tickets shall be sold in an impartial manner, based on passengers' stated preference of carrier; when a passenger has no preference as to carrier, tickets will be offered based on the best scheduled arrival time, regardless of carrier.

## CUSTOMER SERVICE REPRESENTATIVES

Company shall provide customer service representatives at the terminal to provide assistance to passengers of the terminal. Licensee carriers will not be permitted to have customer service representatives at the terminal.



**ATTACHMENT 1**  
**ROUTES AND SCHEDULES**