



Elgin, Oregon
(541) 876-5298

Shuttle Services Contract

This Shuttle Services Contract is made effective as of _____, by and between _____ ("VEHICLE OWNER/OPERATOR") of _____, _____, and JOINING WATERS, LLC ("JOINING WATERS") of 604 N. 11 STREET, ELGIN, Oregon 97827 and will remain in force for the duration of the _____ rafting season.

DESCRIPTION OF SERVICES. VEHICLE OWNER/OPERATOR hereby agrees to engage JOINING WATERS to provide VEHICLE OWNER/OPERATOR with shuttle services (collectively, the "Services").

JOINING WATERS will provide shuttle parking services for:

Vehicle Make: _____ Model: _____ Year: _____

Color: _____ License Plate# : _____

Service on: _____ / _____ /20 From: _____ To: _____

Phone#: _____

Key location: _____ Shuttler to leave key where? _____

JOINING WATERS shall employ experienced parking attendants at the location and they shall be responsible for receiving, parking and delivering the vehicles belonging to the designated pull-out destination.

PAYMENT. VEHICLE OWNER/OPERATOR agrees to pay JOINING WATERS in consideration of the services contracted for the sum of \$ _____ .00 to be paid upon execution of this contract.

TERM. The VEHICLE OWNER/OPERATOR and the JOINING WATERS agree that this Contract between the parties is for shuttle service that shall be completed on the date(s) specified in APPENDIX A: SERVICE DATE(S) & DETAILS.

INSURANCE. VEHICLE OWNER/OPERATOR must maintain Automobile Liability Insurance in the form of any applicable bodily injury and property damage coverage, and collision and comprehensive insurance, as required by Oregon state law. Proof of insurance or the insurance card must be provided to the JOINING WATERS upon request. The VEHICLE OWNER/OPERATOR is responsible for insuring the Vehicle based on its full value.

VEHICLE OWNER/OPERATOR affirms that the vehicle to be shuttled is in safe, working condition, is insured, and has a full tank of gas. **INT**

VEHICLE OWNER/OPERATOR releases JOINING WATERS from liability of any damages and/or loss of property occurring in transit or while parked. **INT**

WARRANTY. JOINING WATERS shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in JOINING WATERS's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to JOINING WATERS on similar projects.

CONDITION OF PARKING LOT. JOINING WATERS is not responsible for the condition of parking areas at designated pull-out destinations. JOINING WATERS makes no guarantee of the safety of vehicles/property left at designated pull-out destinations.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 3 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

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

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

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Oregon.

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

WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

The signature of this Agreement constitutes a binding contract:

VEHICLE OWNER/OPERATOR:

By: _____ Date _____

JOINING WATERS

By: _____ Date _____

ADDITIONAL SHUTTLE DATE(S) & DETAILS FOR _____ RAFTING SEASON.

Date: _____ / _____ / _____

Pick up location: _____

Drop off Location: _____

Date: _____ / _____ / _____

Pick up location: _____

Drop off Location: _____