

Transportation Contract

Contracting Parties Parent's/Guardian's Name (Legal Name): _____

(Student's Name: _____) (Hereinafter referred to as "Party A")

翔和小客車租賃有限公司 (Hereinafter referred to as "Party B")

Taipei Adventist American School (Hereinafter referred to as "Party C")

Whereas Party A's child is enrolled at Party C and requires transportation services to and from school, Party A agrees to entrust Party B to provide such services. Party A also authorizes Party C to handle payment collection, communication, and coordination with Party B. Upon mutual agreement, the three parties hereby establish this contract with the following terms and conditions:

Article 1: Contract Duration

This contract shall be effective from the date the student enrolls at Taipei Adventist American School for the current year's summer school and shall remain in effect until the end of the current year's summer school. If the parties wish to renew the contract, they must sign a separate written agreement.

Article 2: Service Content and Performance Obligations

1. Party B shall provide drivers and vehicles under its management to transport Party A's child to and from school.
2. Party B shall ensure that its drivers comply with traffic safety regulations, conduct regular vehicle inspections, monitor vehicle conditions, and maintain proper insurance coverage for each vehicle, as specified in Appendix 1, Section I. If Party B violates these terms, penalties will be applied in accordance with this contract and Appendix 1, Section III.

Article 3: Transportation Routes and Fees

1. Party A agrees to authorize Party C to negotiate with Party B regarding transportation routes, service areas, and the number of passengers. Party B shall provide route maps for all vehicles, including the names of stops, arrival times, and travel paths for review by Party C.
2. Party A agrees to authorize Party C to the transportation fee which shall be determined through negotiation between Party C and Party B. Party C will issue an invoice to Party A and make the payment to Party B. Party B shall issue a legally compliant receipt or invoice to Party C.

Article 4: Transportation and Passenger Regulations

1. Party B shall carry out transportation services in accordance with Appendix 1, Section II. Any violations shall be subject to penalties outlined in this contract and Appendix 1, Section III.
2. Party A shall ensure that their child complies with the vehicle safety regulations listed in Appendix 2. If a student fails to comply and disrupts the driver or other passengers, Party B may refuse to provide transportation services to that student after verification by Party C.

Article 5: Contract Termination

1. Party A may terminate this contract by written notice (either directly or via Party C) to Party B under the following circumstances, and Party B shall not object:
 - If Party B is late or fails to operate the vehicle as specified in Appendix 1, Section III, reaching the termination threshold.
 - If an unauthorized replacement vehicle is used, resulting in injury to Party A's child.
 - If a driver fails to comply with traffic regulations or control measures, and Party B refuses to replace the driver despite Party A or Party C's request.

- If a driver engages in inappropriate behavior (such as consuming alcohol, smoking, chewing betel nut, displaying a bad attitude, or making inappropriate remarks towards children) or has health conditions affecting their ability to drive safely, and Party B refuses to replace the driver despite Party A or Party C's request.
 - If Party B experiences financial difficulties and cannot fulfill its contractual obligations.
 - Any other violations of this contract (including appendices) or legal regulations.
2. If the contract is terminated under the above circumstances and results in damages to Party A or Party A's child, Party B shall be liable for compensation.

Article 6: Jurisdiction

In the event of a legal dispute arising from this contract, the parties agree that the Taipei District Court shall have jurisdiction over the first instance.

Article 7: Effective Date

This contract shall become effective upon signing by Party A, Party B, and Party C. Alternatively, if Parties B and C sign the contract and publish the scanned copy on the registration electronic form, Party A's confirmation by selecting the agreement checkbox on an electronic device or replying with consent shall be deemed as signing this contract, with the date of selection or reply serving as the effective date.

Article 8: Contract Appendixes and Documentation

The appendixes to this contract shall have the same legal effect as the contract itself. This contract may be created and archived in scanned format.

Signatories

Party A

Parent's/Guardian's Name (Legal Name):

Parent's/Guardian's ID or ARC Number:

Party B

Company Name: 翔和小客車租賃有限公司

Representative: 侯仁豪

Unified Business Number: 23385528

Address: 1st Floor, No. 39-1, Shuiyuan Road, Zhongzheng District, Taipei City

Phone: (02) 2367-8924



Party C

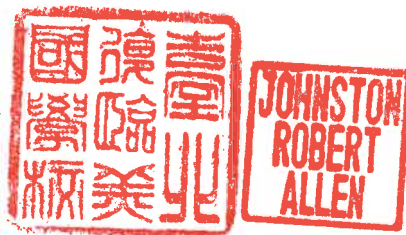
School Name: Taipei Adventist American School

Representative: Robert Allen Johnston

Unified Business Number: 17601344

Address: No. 64, Lane 80, Zhuangding Road, Shilin District, Taipei City 111

Phone: 02-2861-6400



Date: _____ / _____ / _____ (Month / Day / Year)

交通車契約

立契約書人 家長/監護人姓名 (法定姓名)：_____

(學生姓名：_____) (以下簡稱 A 方)

翔和小客車租賃有限公司 (以下簡稱 B 方)

臺北復臨美國學校 (以下簡稱 C 方)

茲因 A 方孩子就讀 C 方，有上、下學接送之需求，A 方同意委託 B 方提供運載服務，A 方並委託 C 方代為收付款暨與 B 方聯繫溝通等事宜，經三方同意，訂立本契約其條款如下：

第一條：契約期間

本契約自學生當年度入學臺北復臨美國學校暑期夏令營日起至當年度臺北復臨美國學校暑期夏令營結束。契約期滿如欲續約者，由 ABC 三方另行簽署書面契約。

第二條：服務內容及履約責任

- 一、 B 方應提供其所轄之司機與車輛為 A 方提供運載小孩上、下學之服務。
- 二、 B 方應督促其所轄司機遵守交通安全規則，並應定期檢查車輛、隨時留意車況，並應就每部車輛投保相關保險，詳如【附件一】「壹」所示。B 方如有違反，應依本契約及【附件一】「參」所示罰則辦理。

第三條：車輛行駛路線及收費

- 一、 B 方接送孩子之路線區域、人數等事宜，A 方同意委託 C 方代為與 B 方洽商議定，B 方應繪製所有車輛行駛路線圖、各車停靠地點之名稱、到站時間及行經路線印發供 C 方查考。
- 二、 接送應付之車資，A 方同意委託 C 方代為與 B 方洽商議定，並由 C 方開立請款單向 A 方收取並代為給付，B 方並應依法開立統一發票給 C 方。

第四條：接送及乘坐約定

- 一、 B 方須依【附件一】「貳」所示進行接送。B 方如有違反，應依本文及【附件一】「參」所示罰則辦理。
- 二、 A 方應遵守並督促孩子遵守如【附件二】所示之乘坐車輛安全守則。若未遵守致影響司機或同行乘坐者之安全者，經 B 方向方反映且經 C 方查證屬實者，B 方得拒絕對該乘坐者提供運載服務。

第五條：契約終止

- 一、 B 方如有下列情形者，A 方得自行或委託 C 方以書面通知 B 方終止契約，B 方不得異議：
 - 有附件一「參」所定誤點或脫班達 A 方得終止契約之次數者。
 - 調派不合法之車輛代用時，如因而導致 A 方學生遭受損傷者。
 - B 方所派之車輛駕駛人未能遵守交通規則或交通管制措施，經 A 方或 C 方要求 B 方停止該駕駛人員繼續駕駛，B 方未接受 A 方或 C 方要求時。
 - B 方所派之車輛駕駛人有行為不正（如本人或和孩子在車內喝酒、吸菸、嚼檳榔、態度不佳或對孩子言詞輕浮）及身體健康情形不佳者，經 A 方或 C 方要求 B 方停止該

駕駛人員繼續駕駛，B 方未接受 A 方或 C 方要求時。

- B 方發生財務危機無法正常履約時。
- 其他違反本契約(含附件)或法令規定者。

二、前項終止契約，若有造成 A 方或 A 方孩子損害之情事者，B 方應負損害賠償責任。

第六條：管轄法院

因本契約發生訴訟時，三方同意以臺北地方法院為第一審管轄法院。

第七條：生效日期

本契約由 ABC 三方簽署後生效，或由 BC 兩方簽署後將掃描檔公告於報名電子表單，經 A 方以電子設備勾選或回覆同意者，即視同簽署本契約，並以 A 方勾選或回覆日為生效日。

第八條：契約附件及製作

本契約附件與本契約具有同一效力。本契約得以掃描檔方式製作並存檔。

立約人

A 方

家長/監護人姓名 (法定姓名)：

家長/監護人身分證或居留證號碼：

B 方

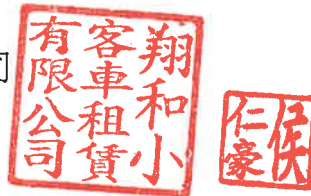
名稱：翔和小客車租賃有限公司

代表人：侯仁豪

統一編號：23385528

地址：臺北市中正區水源路 39 之 1 號 1 樓

電話：(02)2367-8924



C 方

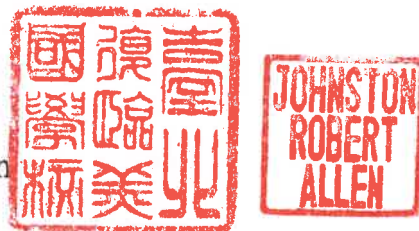
名稱：臺北復臨美國學校

代表人：Robert Allen Johnston

統一編號：17601344

地址：台北市士林區 111 莊頂路 80 巷 64 號

電話：02-2861-6400



西元 年 月 日

Appendix 1

Matters to Be Complied with by Party B

I. Insurance, Driving Safety, Accidents, and Contract Performance Responsibilities

1. Insurance and Inspection

1. Party B's designated vehicles must be insured with compulsory automobile liability insurance as required by law. Additionally, they must be insured with passenger liability insurance and third-party automobile liability insurance, with coverage not less than NT\$3 million per person for death or disability and a total accident coverage of at least NT\$6 million. A copy of the insurance policy must be submitted to Party C for verification. If Party B fails to comply with the insurance requirements, Party B shall bear full responsibility for any traffic accidents and shall handle compensation claims in accordance with the passenger insurance regulations with the insurance company.
2. Vehicles provided by Party B must not exceed ten years of age. Vehicle registration must be completed and submitted for Party C's inspection by July 31 each year, failing which Party A has the right to unconditionally terminate the contract and seek compensation for damages.
3. Vehicles provided by Party B must pass inspections by the regulatory authority. Party B is responsible for regular maintenance, repairs, inspections, license renewals, and taxes. Vehicles must pass periodic inspections by regulatory authorities, with records kept for at least one year. Copies of inspection results must be submitted to Party C. Party C reserves the right to conduct random inspections to ensure safety.
4. Before departure each day, Party B must ensure that vehicles are well-maintained and all necessary safety measures are in place. Vehicles must also be available for Party C's random inspections.
5. Party B must submit copies of vehicle-related documents, the driver's license, and the driver's health examination certificate for Party C's approval.
6. If the above agreements are violated, Party B shall bear all resulting consequences.

2. Driver Requirements

Drivers must hold a valid light motor vehicle driver's license for at least three years. They must not consume alcohol or drugs, must be well-groomed, well-mannered, and physically and mentally healthy. Drivers must comply with traffic regulations and maintain professional ethics. Smoking, chewing betel nut, or using a mobile phone while driving is prohibited. Drivers must treat Party A, Party C, and the children with kindness and must not exhibit any violent behavior and language.

3. Vehicle Inspections

1. Party C reserves the right to inspect vehicle conditions at any time. If a vehicle does not comply with contract requirements or is found unclean, Party B must replace it immediately without objection. Otherwise, Party C may refuse to dispatch the vehicle and impose penalties accordingly.
2. Party C may conduct vehicle safety inspections as needed, and Party B must comply.

4. Accident Responsibility

1. If a vehicle breaks down or is involved in an accident during operation and cannot continue service, Party B must dispatch a replacement vehicle within 20 minutes to complete the route. If the delay

exceeds 20 minutes, passengers may take alternative transportation, and Party B must reimburse the expenses within 15 days. Party B and the driver must also report the incident to Party C.

2. Party B shall be responsible for handling and compensating for any injuries, fatalities, or property damage caused by the vehicle's operation. Party B shall also bear full civil and criminal liability.
3. If a traffic accident occurs, Party B shall be fully responsible for compensation and handle claims in accordance with insurance regulations.

5. Management by Third Party

Party A may delegate Party C to inspect or manage matters in Sections 1 to 4. Party C's requirements or approvals shall be deemed equivalent to Party A's.

6. No Waiver of Responsibilities

Party B's obligations and responsibilities shall not be waived or reduced based on instructions from Party A or Party C. Party B must exercise professional judgment, comply with legal regulations, and explain matters to Party A or Party C when necessary.

II. Pick-Up and Drop-Off

1. Party B must follow the routes and schedules specified by Party C.
2. Vehicles must arrive at the designated parking location before school dismissal.
3. Drivers must be familiar with the routes, stops, and travel times. If a driver fails to stop at designated locations due to unfamiliarity with the route or to evade penalties, it shall be deemed an absence, and penalties for absenteeism shall apply.
4. If a vehicle is delayed due to a breakdown or other factors, Party B must arrange for a replacement vehicle of the same standard at its own expense. If the delay exceeds 20 minutes, Party A or Party C may make arrangements in accordance with Section I, Clause 4(1).
5. If the number of students using the service changes, Party B may adjust the routes only with authorization from Party C.

III. Penalties

1. If a driver violates Section I, Clause 2 and Party A or Party C requests Party B to stop using the driver and Party B refuses, Party A may terminate the contract.
2. Absence Penalty: If a vehicle fails to arrive for service (exceeding 20 minutes), it shall be considered absent. Party B must reimburse all alternative transportation costs for affected passengers. If there are three or more absences within 30 days, Party A may terminate the contract at any time.
3. Use of Non-Compliant Vehicles: If Party B substitutes a non-compliant vehicle or a vehicle from another company that does not meet the required standards, it shall be considered a contract breach, and Party B shall be fined NT\$3,000 per occurrence.

B 方應遵守事項

壹、保險、行車安全及事故、履約責任

一、保險與檢驗：

- (一)B 方派定之車輛除依法投保強制汽車責任保險外，並應投保汽車乘客責任險及汽車第三人責任險，其具投保金額不得低於每一人死亡殘廢保額新台幣（下同）300 萬元，意外總額不得低於 600 萬元，並須提出保險單影本證明影本交 C 方查考。B 方未依約定投保，如發生交通意外事故，一切損失概由 B 方負賠償，並負責向所投保之保險公司按乘客保險辦法規定辦理賠償。
- (二)B 方所提供之車輛，車齡不得超過十年。於每年 7 月 31 日前完成車籍傳送給 C 方，並接受 C 方檢驗車輛，否則 A 方得無條件解除本契約，並請求損害賠償。
- (三)B 方提供之車輛需經監理機關檢驗合格外，平時自行負責保養、維修、檢驗、換照、賦稅等，並依法經監理單位定期檢驗合格（資料保存一年以上），另應將檢驗結果影本送交 C 方存考。C 方得隨時督導抽查，以確保安全。
- (四)B 方應於用車當天出發前做好車輛保養工作其他相關安全措施，並隨時接受 C 方抽查。
- (五)B 方應將車輛相關資料及司機駕駛執照，身體健康檢查證明影印送 C 方認可。
- (六)以上約定如有不實，其產生之各種後果概由 B 方負責。

二、司機須持有小客車駕照三年以上，且應不酗酒、不吸毒，服裝整齊，素行良好，身心健康，具有遵守交通安全規則之職業道德，駕駛中不得抽煙，嚼檳榔或使用行動電話，對 A、C 方及孩子態度要和藹、不能有暴力行為與語言。

三、車輛檢查：

- (一)C 方有權隨時檢視車況，如有不符本契約相關規定或車輛不潔者，B 方應無條件立即調換車輛，否則 C 方可拒絕 B 方發車，並依相關罰則辦理，B 方不得異議。
- (二)C 方得視需要實施車輛安全檢查，B 方應配合。

四、事故責任：

- (一)車輛於行車途中，如因故障或發生意外事故無法行駛或遲到二十分內另行調派別車繼續駛完行程，如遲到二十分鐘以上，所有乘車人員可搭乘其他交通工具到達目的地，所墊付之車資由 B 方於十五日內支付，且 B 方和駕駛人應將情況及處理要點告知 C 方。

- (二)如因行車引起之傷亡及財物損失，由 B 方處理及賠償，所產生之民刑事責任亦由 B 方付全責。
- (三)如發生交通事故，一切損失概由 B 方負責賠償或向所投保公司按保險法規辦理。

- 五、第一至第四項情事，A 方委託 C 方代為查考或管理，C 方之要求或認可視為 A 方之要求或認可。
- 六、一切行使及注意義務不因 A 方或 C 方人員之指示而免除或降低責任。B 方應本於專業、法令判斷並向 A 方或 C 方說明。

貳、接送

- 一、B 方須遵照 C 方所規定之路線及時間接送。
- 二、每日放學前 (即 B 方駕駛車輛應到時間)，車輛應到達指定之停車位置。
- 三、B 方駕駛人應熟悉車輛路線、各線各停靠站及往返開車與抵達時間，如因不諳行車路線或為規避罰則，致未履約逐站停靠接載孩子，視為脫班，依脫班相關罰則辦理。
- 四、倘車輛因故障或其他因素遲到不能按時接送，B 方必須自行調度同等級車輛接送，費用由 B 方負責，若遲到達二十分鐘以上者，A 方或 C 方得依「壹、四、(一)」規定安排辦理。
- 五、各車路線因搭車孩子人數異動，B 方需經 C 方授權後，方可調整路線。

參、罰則

- 一、B 方駕駛人員如有違反本附件「壹、二」之情事者，若經 A 方或 C 方要求 B 方停止該駕駛人員繼續駕駛而 B 方未予接受者，A 方並得終止契約。
- 二、脫班未到之罰則：乙方車輛若有脫班未到之情事者(超過二十分鐘為脫班)，各次脫班期間各乘員改乘計程車抵達目的地之車資，B 方應完全負責支付。若三十日內有脫班未到情事達三次以上者，A 方得隨時終止契約。
- 三、B 方如以不合格車輛或其他公司非合格同級車替代者，視同違約，每次處以該車 3,000 元之罰金。

CAR RULES 乘坐車輛安全守則

1. Be on time. If your time to be picked up is 7:05 and you are there at 7:07 you will need to make other Arrangement to get to school. Please do not be late. 請務必準時。如果已超過您應該要被接送的時間，請自行安排當日到校方式。
 - The car driver will make every effort to be on time. Sometimes they may be late due to traffic or things beyond their control, please be patient. 我們相信所有司機都會盡全力將孩子們準時送達學校，但是有時因為交通壅塞或一些突發情況會延遲，請家長們耐心等待。
 - Thank you for doing your part. It is helpful to the driver, if you know that your child will not be riding in the morning or afternoon. Please call TAAS or send a note the day before. Thanks! 需要請家長們幫忙配合的部分是，如果您的孩子今日不搭校車，請提早一天告知學校，方可提醒司機，以免耽誤其他孩子們的到校時間。
2. Respect the car driver. 請尊重司機。
 - In speech, in what you do and how you act. 在言行舉止上請尊重司機。
 - NO name calling or harsh words will be tolerated. 請勿使用不當言語或詞句。
3. For your safety. 為了您的安全
 - You must stay seated. 車輛移動時，請勿隨意走動。
 - Use seat belts. 請務必繫上安全帶。
 - Keep all parts of the body in the car. 請勿將頭手伸出車外。
 - Open window only with permission unless an emergency. 除非緊急情況，請徵求司機同意方可打開車窗。
4. It is nice to sit and ride in the car if: 為了保持車內整潔
 - You clean your shoes before getting on the car. 上車前，請清理鞋底。
 - You have no food or drink except water. 除了水之外，車內禁止飲食。
 - You need to keep your shoes on, thank you. 請勿脫鞋。
 - You need to keep your voice to a whisper. 請保持輕聲細語。
 - You remain kind, polite, and courteous in English and Chinese. 保持親切、並有禮貌的使用中英文。
5. If there are any changes to your assigned car you must bring a note or have your parents call. ***Your safety is our priority.*** That would mean that if you choose to go home with someone else to a different place we will need an email or a note from your parent. 如果在乘車上有任何異動，家長請務必提早電話通知或是寫通知單給學校，孩子的安全是我們優先考量的目標。所以如果上下車之時間地點有更動，我們將依據是否接到家長通知為主。
 - If you ask the car driver at the last minute for changes he is instructed to say **NO**. 如果上車之後才告知司機更換地點，司機可以拒絕此要求。
6. All electronic devices must be left at home, except cell phone. 請勿攜帶電子用品，手機除外(聯絡使用)。
7. If you receive a violation it will be documented and you must call and discuss the situation the same day or the next day at school before you ride the car again. You may lose your car privileges. 如果有任何違反規定之情況，將會在當天或是隔天討論並作詳細紀錄。除此之外，有可能將失去搭乘校車之權利。

If you have questions regarding the scheduling or changing cares, please call the office at 2861-6400 如對車輛資訊有任何疑問，請詢問辦公室。