## RECEIVED APRIL 23, 2015 WA. UT. & TRANS COMM. ORIGINAL TC-150645



2015 Wholesale Shared Ride Rate Agreement

Agency:	Viator
Agency Contact:	Name: Taylor Withington Email: - autoraviator. COM
	Phone: 418-503-3938 Fax:
SpeediShuttle Seattle:	SpeediShuttle Washington, LLC d/b/a SpeediShuttle Seattle Cert. # C065854
Sales Period:	WUTC Approval Effective Date Through

This agreement ("Agreement") is by and between Agency and SpeediShuttle Seattle (the "Parties"). The Parties hereby agree as follows:

A. Term

The Agreement is effective for shared ride sales made and booked with SpeediShuttle Seattle from the WUTC Approval Effective Date through  $\frac{12}{31/15}$ .

B. Net Rates

Agency shall be billed at net rates for services at the rates set forth of **Exhibit A** hereto. Rates will be determined by SpeediShuttle Seattle annually. Any shared ride services not specifically provided for will be quoted to Agency on request.

- C. <u>Payment</u> RE Viator Schedule / payment terms Payments are due net, thirty days from receipt of invoice. Late payments will be assessed a finance charge of 1 1/2% per month.
- D. Bookings

All bookings must be made by reservation, in advance. Bookings must specify arrival and departure times, pickup and drop off location and flight information. Incomplete bookings will be rejected. Bookings must be made at least twenty-four (24) hours in advance. SpeediShuttle Seattle will not accept vouchers for transportation that is not evidenced by a reservation made by Agency. Vouchers, if any, will not be returned to Agency.

E. Insurance

SpeediShuttle Seattle will maintain policies of insurance in not less than the amount required by regulatory bodies including the Washington Utilities and Transportation Commission and the Port of Seattle at its own cost and expense.

F. Indemnification

SpeediShuttle Seattle will indemnify and hold harmless Agency, its officers, employees and agents against and from all claims, suits, judgments, losses, damages, fines or costs resulting from any claim, suit or demand by any third party, including but not limited to, injuries to or deaths of persons or loss of property arising out of the provision of services under this agreement.

G. Notices

Notices related to this agreement shall be in writing and sent via certified mail to:

To SpeediShuttle Seattle: SpeediShuttle Washington, LLC 1132 Bishop St., Ste. 2312 Honolulu, HI 96813 Attn: Cecil S. Morton

To Agency:

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#### H. General Provisions

- a. All services shall be provided in compliance with all applicable laws and regulations and shall be performed in a high-quality and safe manner.
- b. SpeediShuttle Seattle shall not be liable for delays due to circumstances beyond its control.
- c. Regulated rates provided in this Agreement are not valid unless and until they are approved by the Washington Utilities and Transportation Commission.
- d. In the event Agency fails to comply with any of the terms and provisions of this Agreement, SpeediShuttle Seattle may, at its sole option, cease providing services without obligation to Agency.
- e. Any modifications to this Agreement must be in writing, signed by both parties and, if required approved by the Washington Utilities and Transportation Commission.

Each of the undersigned represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the entity first indicated below. This Agreement is subject to regulatory approval by the Washington Utilities and Transportation Commission. SpeediShuttle Seattle will notify Agency within two (2) business days of receiving approval or denial from the Commission.

SpeediShuttle Washington, LLC	Viator
Signature	Signature Signature
Cecil Morton	Taylor Withmoston
Printed Name	Printed Name
CEO + president	Regimal Director
Title	Title

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# speedi SHUTTLE

### Exhibit A 2015 Wholesale Shared Ride Rates

One-Way Seat In per Passenger Between Sea-Tac and					
Zip Code	Area	Retail	Discount	Net Rate	
98101	Downtown Seattle	15.99	1.60	14.39	
98109	Seattle/Queen Anne	15.99	1.60	14.39	
98104	Seattle/Downtown	15.99	1.60	14.39	
98121	Seattle/Denny Regrade/Pier 66	15.99	1.60	14.39	
98154	Seattle/Safeco Plaza	15.99	1.60	14.39	
98122	Seattle/Central Area	17.99	1.80	16.19	
98102	Seattle/Eastlake	20.15	2.01	18.14	
98112	Seattle/Madison Park	20.49	2.05	18.44	
98119	Seattle/Queen Anne/Pier 31	20.99	2.10	18.89	
98195	UW Campus	21.49	2.15	19.34	
98105	Seattle/Univ. District	21.99	2.20	19.79	
98004B	Bellevue Hotels	22.00	2.20	19.80	
98005B	Bellevue Hotels	22.00	2.20	19.80	
98006B	Bellevue Hotels	22.00	2.20	19.80	
98007B	Bellevue Hotels	22.00	2.20	19.80	
98008B	Bellevue/Crossroads Hotels	22.00	2.20	19.80	
98052B	Redmond Hotels	25.00	2.50	22.50	

- > All rates are per person fares and apply to passengers occupying a seat.
- Cancellation Policy Reservations must be cancelled at least two (2) hours prior to the scheduled pickup time. No shows are chargeable at full net rates above.
- Baggage Policy Two standard size bags per passenger. Additional baggage or oversize baggage will be at an extra charge.
- Gratuity not included.
- Reservations can be made up to twenty-four (24) hours prior to the scheduled pickup time by telephone to (844) 877-3334, by email to reservations@speedishuttleseattle.com or by fax to (808) 873-2158.
- Our call center is available 24 hours per day at (844) 877-3334 to respond to guests' concerns, questions or changes.

### **Arrival Procedures**

We monitor incoming flights. Guests will be greeted in baggage claim with a name sign on arrival and directed to their shuttle. Please have them look for our greeters holding a SpeediShuttle sign.

### **Departure Procedures**

Departures will be confirmed with the guests the day prior to the scheduled pickup by telephone or email. Due to the nature of shared ride service guests should be a the pickup point fifteen minutes prior to their scheduled pickup time and all fifteen minutes after their scheduled pickup time.