

CHARTER TRANSPORTATION AGREEMENT

This Charter Transportation Agreement (the "Agreement") is entered into this 10th day of March, 2025 by and between Camp Playland ("Customer") with its corporate offices located at 800 Ponus Ridge Rd, New Canaan, CT 06840 and First Student, Inc. ("Contractor") with its corporate offices located at 191 Rosa Parks Street, 8th Floor, Cincinnati, OH 45202.

WITNESSETH

Whereas, Customer has selected Contractor to provide the charter bus transportation services described herein; and

Whereas, Contractor desires to provide such transportation services,

Now, therefore, in consideration of the covenants hereinafter contained, the parties agree as follows:

AGREEMENT

1. Term

The term of this Agreement shall commence June 1st, 2025 and shall continue through August 31st, 2027. This agreement may be extended by mutual written agreement.

2. Scope and Price of Services Required

Contractor shall, during the term of this Agreement, supply and maintain such number of School Buses and personnel as are required to fulfill the Customer's needs for "Charter Transportation" as defined below.

"Charter Transportation" shall mean the safe and convenient transportation of any and all passengers who are designated by the Customer.

3. Compensation, Billing and Penalties

In consideration for services rendered hereunder, Customer shall pay to Contractor all sums due and owing and calculated in accordance with the rates set forth in Exhibit A attached hereto and made a part hereof, as may be adjusted from time to time as provided herein.

Contractor shall provide a trip confirmation via email, outlining service scheduled. Payment is due in full 5 days prior to the trip date listed on the trip confirmation. Failure to provide payment can and will result in the service being cancelled.

4. Taxes; Additional Charges

Prices do not include taxes, parking fees, tolls or additional charges for (i) changes in the scope of Services that result in additional mileage or driver hours; (ii) damage to equipment caused by passengers; or (iii) extra cleaning of the equipment due to the nature of Services or the conduct of the passengers (collectively, the "Additional Charges").

5. Notice of Cancellation

Customer shall give First Student notice of cancellation not less than twenty-four (24) hours prior to the scheduled departure time to receive a full refund. FAILURE TO GIVE SUCH NOTICE SHALL RESULT IN CHARGE OF ONE HUNDRED-FIFTY DOLLAR (\$150.00) CANCELLATION FEE FOR EACH BUS RESERVED. FIRST STUDENT RESERVES THE RIGHT TO INCREASE CANCELLATION FEES FOR CANCELLATION OCCURRING AFTER THE ARRIVAL OF THE BUS. First Student may cancel services at First Student's convenience with 24 hours' notice prior to date of scheduled event if, within First Student's sole discretion. First Student determines that performing the event in question could be harmful to First Student's public image.

6. Fuel

Contractor shall purchase at its own cost, [including taxes], all fuel required for the operation of buses hereunder. Fuel prices are assumed at \$5 per gallon. Should Contractor's cost of fuel exceed \$5 per gallon [including taxes], the Customer will reimburse Contractor the excess cost. First Student will provide documentation substantiating its fuel costs upon written request of Customer.

7. Routes and Schedules

Contractor shall be solely responsible for determining routes for the charter transportation described herein.

8. Indemnification

Contractor agrees to indemnify, hold harmless and defend Customer, its governing board, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Contractor in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Customer, its agents, or employees.

Customer agrees to indemnify, hold harmless and defend Contractor, directors, officers, employees and agents from and against every claim or demand which may be made by any person, firm, or corporation, or any other entity arising from or caused by any act of neglect, default or omission of Customer in the performance of this Agreement, except to the extent that such claim or demand arises from or is caused by the negligence or willful misconduct of Contractor, its agents or employees.

9. DISCLAIMER

THE SERVICES PROVIDED BY FIRST STUDENT ARE PROVIDED ON AN "AS IS", "WHERE IS" BASIS. FIRST STUDENT MAKES NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS, INCLUDING ANY WARRANTY OR MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR ANY WARRANTY ARISING BY USAGE OF TRADE, COURSE OF DEALING OR COURSE OF PERFORMANCE.

10. LIMITATION OF LIABILITY

IN NO EVENT SHALL FIRST STUDENT BE LIABLE UNDER ANY LEGAL THEORY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, TREBLE OR CONSEQUENTIAL DAMAGES OF ANY KIND EVEN IF FIRST STUDENT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR FIRST STUDENT COULD HAVE REASONABLY FORESEEN SUCH DAMAGES. FIRST STUDENT'S AGGREGATE LIABILITY SHALL NOT EXCEED THE AMOUNT OF FEES RECEIVED FROM THE CUSTOMER UNDER THIS CONTRACT.

11. Insurance

Contractor shall, at its expense, procure and keep in force during the entire term of this Agreement, General Liability and Automobile Liability Insurance to protect Contractor, its drivers and other personnel. Contractor shall provide General Liability limits of not less than \$1,000,000 each occurrence and aggregate bodily injury and property damage and \$1,000,000 Personal Injury each occurrence and aggregate; automobile liability limits of not less than \$1,000,000.00 combined single limit for bodily injury and damage to property for all owned, hired and non-owned autos, and umbrella coverage of not less than \$2,000,000.00 in addition to the limits listed above.

Upon written request from Customer, Contractor agrees to provide to Customer a certificate of insurance evidencing such coverage.

12. Force Majeure

In the event Contractor is unable to provide the transportation services as specified in this Agreement because of any act of God, civil disturbance, fire, riot, war, terrorism, picketing, strike, labor dispute, unusual road or traffic conditions, governmental action or any condition or cause beyond Contractor's control, Customer shall excuse Contractor from performance under this Agreement.

13. Equipment

All school buses supplied by Contractor in performance of this Agreement shall meet or exceed the standards established by the laws and regulations of the State of Connecticut. Contractor shall maintain the bus used to provide transportation services under this Agreement in accordance with law and accepted industry maintenance standards.

14. Rider Discipline

Contractor's drivers are responsible only for such discipline as is required to properly and safely operate Contractor's buses. Contractor shall have the right to refuse service for disruptive passengers and/or passengers who are not eligible for charter transportation by the Contractor as defined in this Agreement.

15. Management Personnel

Contractor shall employ management personnel who shall be responsible for the efficient operation of the transportation services furnished hereunder and who shall be Contractor's liaison to the Customer. Contractor shall inform Customer of the names and addresses of such management personnel.

16. Operations Personnel/Driver Qualifications

Contractor shall employ a sufficient number of drivers and support personnel to assure Customer of continuous and reliable service.

Contractor shall be solely responsible for hiring and discharging personnel employed by Contractor to perform its obligations hereunder.

Contractor shall provide qualified drivers, trained and licensed in accordance with the laws of the State of Connecticut and the rules and regulations of Customer.

17. Termination

Customer may terminate this Agreement at any time upon thirty day written notice to Contractor. In the event of Customer termination pursuant to this paragraph, Customer will be required to clear all balances for services rendered before the effective date of termination.

Contractor may terminate this agreement on fifteen (15) days prior written notice in the event that Customer has violated any of the material covenants or duties imposed upon it by this Agreement and has advised Customer of the breach, which have remained uncorrected for ten (10) days after written notice.

18. Status of Contractor

In the interpretation of this Agreement and the relations between Contractor and Customer, Contractor shall be construed as being an independent Contractor employed to provide transportation services only. Neither Contractor nor any of its employees shall be held or deemed in any way to be an agent, employee or official of Customer. Contractor shall be responsible for, and hold Customer harmless from any liability for unemployment taxes or contributions, payroll taxes or other federal or state employment taxes.

19. Place of Contract

All references in this contract to the "state" shall mean the State of Connecticut. All regulations, laws and requirements of the state shall mean the regulations, laws or requirements of the State of Connecticut.

20. Severability

In the event any provision specified herein is held or determined by a court of competent jurisdiction to be illegal, void or in contravention of any applicable law, the remainder of the Agreement shall remain in full force and effect.

21. Extension and Modification

Contractor and Customer may extend or otherwise modify the terms of this Agreement in whole or in part as circumstances may justify by mutual written agreement executed by the duly authorized representatives of the parties.

22. Notice to Parties

All notices to be given by the parties to this Agreement shall be in writing and serviced by depositing same in the United States Mail, certified mail.

Notices to Customer shall be addressed to:
Camp Playland
Attn: Steve Bloom
802 Ponus Ridge Rd
New Canaan, CT 06840

Notices to Contractor shall be addressed to:
First Student
Attn: Bianca Eidel
1800 Highway 34, Building 3, Suite 304
Wall, NJ 07719

With a copy to:
General Counsel
First Student, Inc.
191 Rosa Parks Street
8th Floor
Cincinnati, OH 45202

23. Dispute Resolution

The parties shall negotiate in good faith in an attempt to resolve any dispute that may arise. If a dispute cannot be resolved, the parties may pursue their remedies as they choose.

24. No Jury Trials

THE PARTIES HEREBY WAIVE ANY RIGHT TO A JURY TRIAL ON ANY AND ALL PROCEEDINGS RELATED TO OR ARISING FROM THIS CONTRACT, THE SERVICES THAT FIRST STUDENT PERFORMS PURSUANT TO THIS CONTRACT, THE PERFORMANCE OR NON-PERFORMANCE OF EITHER PARTY'S OBLIGATIONS UNDER THIS CONTRACT OR ANY MATTER ARISING FROM OR RELATED TO THIS CONTRACT.

25. CHOICE OF LAW AND SELECTION OF VENUE

Except as provided otherwise in this Agreement, This Agreement is governed by the laws of the State of Ohio. The parties agree that any action at law or equity instituted against either party to this Agreement must be commenced only in the Hamilton County, Ohio Common Pleas Court or the United States District Court for the Southern District of Ohio. You irrevocably consent to the personal jurisdiction of the state and federal courts of Ohio as set forth above.

26. Miscellaneous

THIS AGREEMENT CONSTITUTES THE FINAL AGREEMENT BETWEEN THE PARTIES. IT IS THE COMPLETE AND EXCLUSIVE EXPRESSION OF THE PARTIES' AGREEMENT ON THE MATTERS CONTAINED IN THIS AGREEMENT. ALL PRIOR AND CONTEMPORANEOUS NEGOTIATIONS AND AGREEMENTS BETWEEN THE PARTIES ON THE MATTERS CONTAINED IN THIS CONTRACT ARE EXPRESSLY MERGED INTO AND SUPERSEDED BY THIS AGREEMENT. THE PROVISIONS OF THIS AGREEMENT MAY NOT BE EXPLAINED, SUPPLEMENTED OR QUALIFIED THROUGH EVIDENCE OF TRADE USAGE, COURSE OF PERFORMANCE OR A PRIOR COURSE OF DEALINGS. IN ENTERING INTO THIS AGREEMENT, NEITHER PARTY HAS RELIED UPON ANY STATEMENT, REPRESENTATION, WARRANTY NOR AGREEMENT OF THE OTHER PARTY EXCEPT FOR THOSE EXPRESSLY CONTAINED IN THIS AGREEMENT. THERE ARE NO CONDITIONS PRECEDENT TO THE EFFECTIVENESS OF THIS AGREEMENT, OTHER THAN THOSE EXPRESSLY STATED IN THIS AGREEMENT. In the event of a conflict between the terms of the Agreement and any other document or agreement between Customer and First Student, the terms and conditions of this Agreement shall control. If any portion of this Agreement is found to be void or unenforceable, the remaining portions of this Agreement shall remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in duplicate the day and year first hereinabove written above.

First Student Inc.

By: Alexis C Ruggieri
Name: Alexis C Ruggieri
Title: Charter Sales Supervisor

Customer

By: Steve Blom
Name: Steve Blom
Title: President

Exhibit A

Schedule of Fees:

Guaranteed 30 Air-Conditioned Buses Monday through Friday doing split trip's with no services on Independence Day (Fourth of July).

Scope of work for 2026 and 2027 to be equal or greater than the above scope.

Cost: \$360 per bus

Includes: Travel from First Student bus terminal to route and back for all shifts; all maintenance and repairs; general cleaning; back-up buses and driver; and insurance (certificate can be provided prior to commencement of the work upon request)

Routes: Routes and times may change over time based upon mutual agreement.

Additional Charges: Additional charges may apply for any time used beyond the schedule listed above and will be billed out at \$90 for each additional hour the bus is used. Additional charges may also apply to any damage to the buses and for excessive cleaning that may be required. Cancellation fee may apply if the bus is cancelled with less than a 24 hour notice. Should the service end earlier than scheduled, the customer will be billed for each hour the service was used. Should the bus be used for less than 4 hours, there is still a minimum charge of \$360.

Service Notifications: If service is interrupted for any reason, First Student will notify the customer designee immediately. In the event of a breakdown while on route, a replacement bus will be driven to the route. Operator "no shows" are replaced by our stand-by drivers or supervisors. Cross-training is done to minimize service disruption due to sick days, vacations or unexpected absences.

| YEAR | RATE | MINIMUM COST PER BUS |
|------|---------|----------------------|
| 2025 | \$90 | \$360 |
| 2026 | \$92.70 | \$370.80 |
| 2027 | \$95.48 | \$381.92 |