

SCHOOL BUS CONTRACT 2020/2021

between

Munich International School e.V., Schloß Buchhof, 82319 Starnberg – Germany (“MIS”),
represented by the Board of Directors
represented by Timothy J. Thomas, Head of School

and

Parents/Legal Guardians of the named student below

Mr. / Ms. / Mrs.	Mr. / Ms. / Mrs.
Surname	Surname
First name	First name
Address	Address
E-mail	E-mail

If both parents/guardians having legal custody sign this contract, they hereby authorize each other to make and/or to receive all declarations and notifications in connection with this contract. They are jointly liable for all obligations arising hereunder.

Herewith the following student will use the School Bus and Transportation Service at MIS for the school year 2020/21 beginning as of

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Date

Surname and first name of student / child	Date of Birth of the student / child	Grade

Preamble:

The School operates as Munich International School (MIS) with headquarters in Starnberg at the address stated above. By means of bus companies engaged by the School, MIS offers MIS students an extensive school bus transport system organized as an optional service.

In order to accept this offer, the parties conclude the following School Bus Contract:

§ 1 Content of the Contract

The School will provide the Student with a seat in one of the school buses, which will transport the Student to school (MIS) in the morning and / or from school in the afternoon on fixed bus routes. The Student will be picked up and dropped off at a previously designated bus stop.

The exact destinations, their distance-dependent zone classifications, as well as the corresponding regular and reduced bus fees, are enclosed as attachment 1 (page 8 of the current School Bus Transportation Service Information Brochure) and constitute part of this contract.

Since some families move away and new ones move here, bus routes will be reviewed prior to each new school year and adjusted to the new requirements as far as possible, taking relevant legal issues, as well as time and financial constraints into consideration. This may lead to changes from one school year to the next.

The detailed bus information with bus number, bus company, bus stop, scheduled time of departure in the morning and expected return in the afternoon will be provided by the School by e-mail at least one week before the Student starts attending MIS.

The times provided in the information are guidelines only. In the interest of an efficient bus transport service and a punctual start of school, the bus companies under contract with the School and their drivers are required to comply with the timetable whenever possible. Deviations from this and/or from the bus routes and stops for important reasons - especially in bad weather - are expressly reserved. The School will not assume any additional costs if the Student decides to use another means of transport (for example taxi costs or costs of other means of transport).

Desired level of bus service:

- morning only
- afternoon only ⁽¹⁾
- round trip ⁽¹⁾
- return for Grades 1-4 students enrolled with the After School Care Program
(return bus for Middle and Senior School students)

⁽¹⁾ Return trip in the afternoon is not available for Early Childhood students/students with Extended Day option. In accordance with the specified routes, the MIS Student will in principle be picked up and dropped off at a stop that is closest to the address indicated on page 1. Alternatively, another address may be used instead on request (e.g. place of parents' employment, residence of relatives, etc.).

If applicable, please indicate a different address:

It may be possible that a given stop is not within walking distance.

The School shall ensure that the bus companies under contract agree to comply with all relevant statutory provisions and other provisions on the safety and transport of persons (e.g. the Act on Passenger Transport), in particular those applicable to the transport of students. Furthermore, the requirements for the bus drivers of the companies are specified in the so-called "School Bus Transportation Service Information Brochure", which is enclosed here as attachment 1 in its currently valid version and which is part of this contract. Updates of this School Bus Transportation Service Information Brochure will be published by the School on its website and can be accessed at <https://www.mis-munich.de/Student-Transportation>.

In addition, all other mutual obligations of the contracting parties in connection with student transportation, also in the event of disruption/emergencies, may be taken from the School Bus Transportation Service Information Brochure, which is enclosed here as attachment 1 in its currently valid version and as such constitutes an integral part of this contract. These include in particular the separately listed MIS rules of conduct for all school bus passengers, compliance of which is hereby expressly agreed.

§ 2 Duration of the Contract

Starting date of the bus contract is 20.08.2020 - the first day of school in School Year 2020/21 or the date shown on the students' School Contract.

The fixed term of this contract is deemed to extend to the entire school year 2020/2021 unless otherwise agreed in writing. The contract usually begins on the first day of school and usually ends on the last day of school.

Parents' desired fixed term (model):

- | | |
|--------------------------|--|
| <input type="checkbox"/> | Bus contract for the entire school year 2020/2021 (20.08.2020 until 30.06.2021) |
| <input type="checkbox"/> | Bus contract until the end of calendar year 2020 (31.12.2020) with the option to extend until the end of the school year (30.06.2021)* |
| <input type="checkbox"/> | Bus contract as of the beginning of calendar year 2021 (01.01.2021 until 30.06.2021) |

** Written notice of this option must be given to the School no later than 1 month before the end of the fixed contract period (date of receipt decisive). If the Parents do not indicate the exercise of this option right in writing, the contract will end on the expiry date of the contractually agreed term.*

§ 3 Bus Fees

By participating in the School Bus Transportation Service, the School incurs personnel and transportation costs which must be borne by the parents or his/her legal representative according to the model chosen in accordance with § 2 of this contract (bus fee).

The School Bus Transportation Service is an optional service offered by the School. The costs for this service will depend on the number of buses (and drivers) required and to be hired by the bus companies under contract to enable the school to offer all routes required for the registered Students.

The School receives subsidies from the Bavarian government for the compulsory school attendance in grade 1-9, which may possibly be credited proportionately to the bus fee for these grade levels. Parents then pay only the reduced bus fee.

The actual bus fee to be paid is shown on the bus fee list (see page 8 of attachment 1), also showing the corresponding bank account details.

The bus fee will be due in advance in full within 10 days after receipt of the electronic invoice; the fee includes 7% VAT.

The Parent/Legal Guardian will remain liable to pay the fee also during the free periods (school holidays).

The e-invoice will be issued to:

- the Parent(s)/Legal Guardian(s)
- the company or employer of the aforementioned
- a third party

Other suggested payment option (please provide details):

§ 4 Termination

Prior to the beginning of the school year, this contract can be terminated within 14 days after signing this contract. Notice of termination shall be given in writing in order to be effective.

Unless otherwise agreed upon herein, an ordinary termination of the contract - in part or in whole - is excluded both before and after the beginning of the school year 2020/21. This shall not affect the right of the parties for an extraordinary notice of termination for good cause and the Parent's special termination right in the event of a fee adjustment pursuant to § 5 of the contract.

Any termination requires written notice.

§ 5 Fee Adjustment

In case of an unpredictable and extraordinary increase or decrease of costs for the Bus Transportation Service provided by the School prior to the start of the school year 2020/2021, the School may adjust the bus fees unilaterally with effect from the start of the school year in accordance with § 315 BGB at its reasonable discretion.

Fee adjustments are to be communicated by the School in writing at least 1 month prior to the onset of the school year 2020/2021. In case of a fee increase, the parents may terminate this contract in writing within 2 weeks after receipt of the School's notification, otherwise the contract shall continue on the basis of the adjusted bus fees.

§ 6 Third Party Payment

In the event that the company or a third party agree to pay the bus fees owed, the so-called "Confirmation of Payment" shall apply and is enclosed to this contract as attachment 2.

§ 7 Attachments

Attachments to this contract are:

- School Bus Transportation Service Information Brochure (attachment 1)
- Confirmation of Payment of School, Bus and Other Fees (attachment 2)

By signing this contract, the Parent(s)/Guardian(s) confirm that they have received a copy of the above mentioned attachments to the contract and acknowledge, understand and accept their content.

Upon conclusion of the contract, these attachments shall be deemed to have been effectively agreed upon in the contract.

§ 8 Final Provisions

This contract, including all attachments and all matters arising out of or relating to this contract, are governed by and construed in accordance with the laws of the Federal Republic of Germany. Place of venue and of performance is Starnberg.

No amendment to this contract is effective unless it is in writing, identified as an amendment to this contract and signed by each party.

If any provision of this contract, wholly or in part, is or becomes void, invalid or unenforceable, the effectiveness and enforceability of the remaining provisions shall not be affected thereby. To the extent legally permitted, the void, invalid or unenforceable provision shall be deemed to be replaced by a legally valid and enforceable provision which comes as close as possible to the economic and legal purpose pursued by the parties. The same shall apply in case of any missing provision in this contract.

The Parents/Legal Guardians shall immediately inform MIS in writing of any material changes affecting the contract, such as changes of name or address, contact details or legal custody for the student. Any additional costs of MIS resulting from the non-adherence to this obligation shall be borne by the Parents/Legal Guardians.

This contract may be executed by the parties to it on separate counterparts, each of which will be an original but all of which together will constitute one and the same contract. The contract is not effective until each party has executed at least one counterpart.

All legally binding statements and other notices in connection with this contract shall be made in writing. The written form requirement shall be satisfied through transmission by facsimile or an exchange of letters. An electronic transmission (such as by e-mail) shall be sufficient to satisfy the requirement that notices be made in writing.

Important: Please note that the signatures of all persons having right of custody/all legal representatives of the Student are required!

Please sign here:

Signature of Parent 1 /Legal Guardian 1

Signature of Parent 2 / Legal Guardian 2

Name of Parent 1 / Legal Guardian 1

Name of Parent 2 / Legal Guardian 2

Place / Date

Place / Date

This section is for school use only:

Bus Code Morning:	Billing Code Morning:	Bus Code Afternoon:	Billing Code Afternoon
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