The ASUCSD Council approved the Cloud 9 Shuttle Service Contract. Document attached.

Approved: Consensus
Against:
Abstain:

Council Approval;
Certified by:

Chair of the Council _____________________ Date _____________________

President of the Council _____________________ Date _____________________
Service Agreement ("Agreement")

between

The Regents of the University of California

on behalf of The University of California, San Diego Associated Students ("AS") and

Cloud 9 Shuttle Service ("Cloud 9")

The Associated Students, University of California, San Diego ("AS") desires to engage the
services of Cloud 9 Shuttle Service ("Cloud 9") to provide access for UCSD students to shuttle
services transportation through its AS Safe Ride program. Therefore, the AS and Cloud 9 hereby
agree to the following terms of the Service Agreement ("Agreement"). The term of this
Agreement is for the period starting September 2006 through June 2007. During the term of
this Agreement the AS and Cloud 9 agree to the following provisions:

Cloud 9 Shuttle agrees to the following:

1. Cloud 9 is San Diego’s largest ground transportation company, servicing the city with over
100 7-passenger vans. Vans shall be operated by courteous, uniformed drivers who will provide
reliable and personalized door to door service to students using the AS Safe Ride service as
described in this Agreement. All vans shall be equipped with two-way radios for direct
communication between all vehicles and our dispatch office.

2. Cloud 9 has the ability to load and go, which eliminates passengers from sitting while waiting
for a larger bus to fill. All Cloud 9 vans are equipped with two way radios for direct
communication between all vehicles and our dispatch office.

3. Cloud 9 shall provide AS a special rate of $60.00 one time charge plus $9.00 per hour,
minimum 1.5 hours for exclusive Friday and Saturday night charters between the below listed
San Diego areas: (Response time: within 60 minutes) Each additional half hour will be charged
at $34.50 per half hour.

   A. La Jolla
   B. Mira Mesa
   C. Pacific Beach
   D. Del Mar
   E. Gaslamp Quarter - Downtown
   F. Clairemont
   G. University City
   H. Mission Bay
   I. Ocean Beach
   J. Hillcrest
   K. San Diego State

4. Cloud 9 shall provide 24 hour dispatch for incoming calls requesting Friday & Saturday night
transfers, and monitor that no more than 3 vans are dispatched per weekend night. It is further
agreed that Cloud 9 will provide the use of up to a maximum of 3 vans at any one time and will respond to additional calls as soon as the number of vans in use for the transfer of UCSD students is below 3.

5. **Cloud 9** shall require drivers to list names of all UCSD students transferred under the terms of this Agreement and shall verify the individual requesting transportation by providing the driver with a valid UCSD Student Identification Card (“Valid ID”)

**AS agrees to the following:**

1. AS shall provide authorized students with the Cloud 9 Shuttle dispatch number to be used ONLY on Fridays & Saturdays between the hours of 11:00pm and 03:00am.

2. AS shall require authorized students requesting Transfer by Cloud 9 to identify themselves by showing the Cloud 9 driver their identification card and number.

3. AS shall receive Cloud 9 Shuttle billing slips as provided by Cloud 9 and process them for monthly payment and delivery to Cloud 9.

4. Upon the acceptance of responsibility by an authorized student for damages caused to the interior of the Cloud 9 vehicle in connection with its use for the AS Safe Ride service or upon the finding of responsibility against the student pursuant to the UCSD Student Conduct Code, the AS shall reimburse Cloud 9 the amount of the actual cost of repair when the value is less than the deductible on its insurance policy or the deductible for the damaged vehicle or $200.00, whichever is the greater, for any damages to the interior of Cloud 9 vans caused by authorized students while being transported under the term of this agreement.

5. AS shall deny access to the AS Safe Ride Service to any authorized student who refuses to comply with the rules or requirements established for participants in the AS Safe Ride Service.

6. AS shall provide a weekly updated list of authorized students to both Angela Stacy and Cloud 9 Shuttle dispatch.

**Indemnification:**

AS shall defend, indemnify and hold Cloud 9 harmless from any third party claim, demand or damage paid to a third party, including court costs and reasonable attorney’s fees, due to or arising out of AS’s breach of its obligations under this Agreement, or its negligence or intentional acts or omissions. Cloud 9 shall defend, indemnify and hold UCSD harmless from any third party claim, demand or damage paid to a third party, including court costs and reasonable attorney’s fees, due to or arising out of Cloud 9’s breach of its obligations under this Agreement, or its negligence or intentional acts or omissions.

In the event one Party (the “Indemnifying Party”) is obligated to indemnify any other Party (the “Indemnified Party”) under this agreement, the Indemnified Party will, as soon as is reasonably
practicable, provide the Indemnifying Party with prompt written notice of any claim for which indemnification is required, tender the defense of any such claim to the Indemnifying Party, provide full cooperation for such defense at the Indemnifying Party’s expense. The Indemnified Party may participate in any such defense or settlement with counsel of its own choosing at its expense.

**Governing Law And Dispute Resolution:**

This Agreement shall be interpreted and governed in all respects according to the laws of the State of California and the Federal Family Rights and Privacy Act. Any case, controversy, suit, action, or proceeding arising out of, in connection with, or related to this Agreement shall be brought in the Southern District of California, State of California, in the case of Federal Court of in the case of State Court such cases shall be brought in the County of San Diego, State of California. AS and Cloud 9 expressly submit to the jurisdiction and venue of any Federal Court in the Southern District of California or State Court located in the County of San Diego, State of California.

**Insurance:**

Cloud 9 agrees to keep in full force and effect during the term of this Agreement, at the expense of Cloud 9:

Comprehensive or Commercial Form (minimum limits)

a. Each occurrence  $1,000,000  
b. Products/completed operations aggregate  $1,000,000  
c. Personal and advertising injury  $1,000,000  
d. General Aggregate*  $2,000,000  

(*Not applicable to comprehensive form)

If the above insurance policy is written on a claims-made form, it shall continue for three (3) years following the termination of this Agreement. The insurance shall provide for a retroactive date of placement prior to or coinciding with the execution date of this Agreement. A Certificate of Insurance, naming “The Regents of the University of California” as additionally insured is to be presented to AS prior to the commencement of the services described in the Agreement.

**Definitions:**

1. The term “Vans” shall mean the 7-passenger vehicle owned and operated by Cloud 9 Shuttle and used under the terms of this Agreement.

2. The term “Response time” means the time elapsed from the time Cloud 9 receives a call for transportation services from a UCSD student until the Cloud 9 driver with a Cloud 9 Shuttle 7 passenger van arrives at the location provided to Cloud 9 to pick up the student.
3. The term “Night” shall mean the hours between 11:00pm and 03:00am.

4. The term “Weekend Night” shall mean the hours between Friday at 11:00pm and Saturday at 03:00am, and between Saturday at 11:00pm and Sunday at 03:00am.

5. The term “Transfer or Transfers” shall mean the transporting of UCSD students from the point of pick up to the final destination.

6. The term “authorized students” means a currently enrolled UCSD student as verified by a valid UCSD student identification card.

**Status of parties:**

This Agreement is not intended to create, nor shall it be construed to be, a joint venture, association, partnership, franchise, or other form of business relationship. Neither party shall have, nor hold itself out as having, any right, power or authority to assume, create, or incur any expenses, liability, or obligation on behalf of the other party, except as expressly provided herein.

**Modification of Agreement**

This Agreement shall be changed only by written agreement of the parties.

**Entire Agreement**

This Agreement sets forth the entire agreement of the parties with respect to the subject matter herein and supersedes any prior agreements, oral and written, and all other communications between the parties with respect to such subject matter.

**Authority.**

Each party represents that it has the full authority to perform its obligations under this Agreement and that the person executing this Agreement has the authority to bind it.

Executed on this 17 day of May 2006 in San Diego, California

Cloud 9, by:

Angela Stacy
Director of Sales

Associated Students, University of California, San Diego by:
Harry Khanna  
ASUCSD President  

The Regents of the University of California, by:

____________________________________
Stuart McKissock  
Business Contracts Officer  
UCSD Purchasing