



# SERVICE PROVISION AGREEMENT SCHOOL BUS

[www.formigasschoolbus.com.br](http://www.formigasschoolbus.com.br)



Contract no. \_\_\_\_\_

By this particular instrument and in the best form of law, the parties named and qualified in the Term of Adhesion (Annex I) of this Agreement, namely:

**CONTRACTOR:** FORMIGAS SCHOOL BUS., a private business company, with headquarters on Avenida Aprígio Bezerra da Silva, 1415, Chácara Agrindus, CEP: 06763-040, registered with the CNPJ/MF under no. 21.524.399/0001-80, herein duly represented in the form of its Social Contract, hereinafter referred to simply as "CONTRACTOR"; and **CONTRACTOR(S):** natural person(s) designated and qualified in Annex I, which, duly completed and signed, is an integral and inseparable part of this Agreement for all legal purposes and effects, hereinafter referred to as simply "CONTRACTOR(S)".

**RESOLVE** to enter into this SCHOOL TRANSPORTATION SERVICE PROVISION AGREEMENT, which will be governed by the clauses, terms and conditions adjusted below, as well as regulated by the rules that are applicable to it.

**FIRST CLAUSE.** The purpose of this Agreement is the provision of school transportation services by the CONTRACTED PARTY to the STUDENT during the school year, in order to provide transportation on the HOME-SCHOOL and/or SCHOOL-HOME route, from Monday to Friday, at the arrival and departure times of the morning and afternoon shifts, as stipulated by the SCHOOL.

**CLAUSE TWO.** It is the CONTRACTED PARTY's sole and exclusive responsibility and competence to define the school transport itineraries subject to the provision of services stipulated in this Contract.

First Paragraph. The following activities will not be part of the school transport service:

- a) Any extra activity (sport, languages, theater, tours, trips, visits, etc.);
- b) Weekend activities;
- c) Transport during the exam and recovery period.

d) For daycare centers and early childhood education; It is important to note that we will always follow the school calendar

SER/CETS school for holidays and vacations. (main school affected: Núcleo Millenium)

**THIRD CLAUSE.** For the services contracted herein, the CONTRACTOR(S) will pay the CONTRACTED PARTY 12 (twelve) monthly installments, equal and consecutive, or according to their convenience to be agreed at the time of signing. This contract is annual and expires on the 10th of each month; from (January to December) in accordance with the value table inserted in Annex I of this contract. due on the agreed date of each month, if you choose a different number of installments, take the total amount and divide it by the desired amount; Therefore, there will be a change in the monthly fee.

First Paragraph. Contracts canceled in June cannot be renewed in August without payment of the installment for the month of July, and contracts canceled in November must have the installment for the subsequent month paid.

**CLAUSE FOUR.** If any legislative or regulatory change, emanating from the Public Authorities, implies a proven increase in costs or a reduction in revenue by the CONTRACTED PARTY, the amounts of the installments will be reviewed, with the CONTRACTOR(s) being charged the corresponding additional amounts, in order to maintain the balance of the economic-financial equation resulting from this Agreement.

**CLAUSE FIVE.** The CONTRACTED PARTY will issue bank slips due on the 10th to collect the installments mentioned in Clause Three.



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The invoices will be sent to the address indicated by the CONTRACTING PARTY(ies) for this purpose, which(s) are obliged to keep it updated and promote immediate and written communication of any changes. , otherwise the communication sent to an old address, the change of which has not been informed to the CONTRACTOR, will be valid.

**First Paragraph.** The installments described in Clause Three of this instrument must be paid in accordance with the instructions contained in the payment slips.

**Second Paragraph.** Regardless of receipt of the aforementioned bank slip, due to loss or delay in delivery, the due date of the installment is immutable, and the CONTRACTOR(s) must pay by the stipulated date.

**SIXTH CLAUSE.** Failure to pay any installment of the contracted service provision, on due date, will automatically result in the CONTRACTOR(s) being in default, under the terms of art. 397 of the Civil Code, constituting a net and certain debt, in accordance with article 784, item III of the Code of Civil Procedure, authorizing the immediate taking of legal measures in relation to the CONTRACTING PARTY(ies) and/or the( financial responsible(s).

**First Paragraph.** The receipt of any late installment will not be considered a novation, being, on the contrary, an act of mere tolerance by the CONTRACTED PARTY and will be subject to a late payment fine of R\$ 20.00 (twenty reais) and late payment interest of 2 % (two percent) per month or fraction. These charges will be computed from the due date until the date of actual payment, with the CONTRACTED PARTY being entitled to adopt any necessary measures to receive the debt constituted.

**Second Paragraph.** The CONTRACTED PARTY is hereby authorized to hire a specialized company to collect the debt in an amicable and/or judicial manner after 15 (fifteen) days from the due date, it is up to the CONTRACTOR(S) bear the expenses and legal fees arising from this charge, in addition to all charges arising from the delay, including monetary adjustment on the amount due (to be calculated by the IGP-M/FGV).

**SEVENTH CLAUSE.** Without prejudice to the provisions of Clause Five, the CONTRACTED PARTY is permitted and authorized to issue Duplicates for the Provision of Services for the value of the price installments and their additions, the payment of which is obligatory to the CONTRACTOR(S), under the terms of this instrument, committing themselves, from the outset, to accept the aforementioned securities and pay them when due, under penalty of being forwarded (s) to protest and to promote judicial execution of the debt, aiming at the compulsory receipt of the debt, in accordance with article 784, Item III, of the Code of Civil Procedure.

**EIGHTH CLAUSE.** The CONTRACTOR(s) are hereby informed that, in the event of non-payment of installments or any payment obligation arising from this Agreement for more than 30 (thirty) days, they will be ) subject to communication of default to legally existing Consumer Registries and Credit Protection Bodies, regardless of new knowledge when the default occurs.

**CLAUSE NINE.** Failure of the STUDENT to attend the transportation service contracted herein does not exempt the student(s) from CONTRACTOR(S) of payment of the monthly installments, taking into account the full availability of services for their full use by the STUDENT.

**CLAUSE TEN.** If, during the term of this Service Provision Agreement, the financial responsible of the STUDENT is replaced due to death, interdiction, separation or any other cause, such replacement must be immediately informed to the CONTRACTOR, in an unequivocal manner and in writing, and must be confirmed by court order whenever applicable or applicable.

**Single paragraph.** In the case of separation and/or divorce of the CONTRACTOR(S), the CONTRACTOR must be formally informed about the occurrence of the event, as well as who was responsible for the custody of the STUDENT and other additional information , such as the boarding and disembarking of the STUDENT via the transport service,



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and in the absence of such communications and/or information, the CONTRACTED PARTY is entirely exempt from any responsibility that events like this may cause to the parties or third parties.

**ELEVENTH CLAUSE.** This contract may be terminated by operation of law in the following circumstances:

- a) On the initiative of the CONTRACTOR, in the event of default by the CONTRACTING PARTY(ies), regardless of any warning or prior notification, with immediate suspension of services;
- b) On the initiative of the CONTRACTOR(S), in the event of withdrawal from the service, which must be expressed in writing at least 30 (thirty) days in advance before the next installment is due.

**CLAUSE TWELFTH.** The CONTRACTED PARTY is not responsible for the custody and consequent compensation arising from loss and/or damage caused to any objects taken by the STUDENT, including, but not limited to, cell phones, tablets and other electronic devices, paper money or documents, belonging to or in the possession of STUDENTS, except if arising from illegal acts carried out by the CONTRACTED PARTY's agents.

**CLAUSE THIRTEENTH.** The CONTRACTED PARTY will be compensated by the CONTRACTOR(S) for any and all damages or damage that the STUDENT may cause to the CONTRACTED PARTY's vehicles used for school transport.

**CLAUSE FOURTEENTH.** Inside vehicles, the consumption of food, drinks and any smoking products is strictly prohibited.

**CLAUSE FIFTEENTH.** The STUDENT must be punctual, waiting for transportation at least 5 (five) minutes in advance, at the place and time pre-established between the parties, and there will be no waiting on the part of the DRIVER of the vehicle for the service is not delayed, harming all other interested parties.

**First Paragraph.** If the STUDENT is expected to be absent, the CONTRACTOR(s) must notify the CONTRACTED 1 (one) days in advance, if possible.

**CLAUSE SIXTEEN.** When the STUDENT disembarks, there is no responsible person on site, the will be returned to the SCHOOL, with the parents and/or guardians being responsible for re-boarding.

**CLAUSE SEVENTEEN.** If there is a change in the STUDENT's boarding and/or disembarking address, the CONTRACTOR(S) must notify the CONTRACTOR one week in advance, so that the itinerary can be redone, with the STUDENT being subject, in this case, to the availability of vehicle and route.

**CLAUSE EIGHTEENTH.** The terms of this Agreement will remain available to the CONTRACTOR(s) at the CONTRACTED PARTY's email address, as well as duly registered at the Titles and Documents Registry Office, and the registration data will be provided by the CONTRACTED PARTY in due course. When contracting the school transport service, the CONTRACTING PARTY(ies) will receive a copy of the Adhesion Term - Annex I.



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**CLAUSE NINETEEN.** The Taboão da Serra forum is hereby elected to resolve any disputes arising from this contract.

And so, as they are fair and contracted, the Parties sign this instrument, and also the Terms of Adhesion - Annex I and Annex II of this instrument, obliging to faithfully comply with the Agreement.

Taboão da Serra, \_\_\_\_\_ of \_\_\_\_\_ of \_\_\_\_\_

\_\_\_\_\_  
Formigas School Bus

Flávio de Jesus Dvulatka

AND/OR Luciana Isabel D'Itri

Contractor (signature of the person responsible)

Email:



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## ANNEX I TO THE SCHOOL TRANSPORTATION CONTRACT

### CONTRACT OF ADHESION

#### ITEM I - THE PARTIES:

The parties named and qualified below, namely: on the one hand, as CONTRACTOR, hereinafter simply referred to as FORMIGAS SCHOOL BUS transportation of schoolchildren, registered under CNPJ/MF under no. 21.524.399/0001-80, with headquarters at Avenida Aprígio Bezerra da Silva, no. 1415. Chácara Agrindus, Taboão da Serra – SP CEP: 06763-040, in this act represented by its legal representatives and on the other hand, as "CONTRACTORS" and FINANCIAL RESPONSIBLE PARTIES, hereinafter simply referred to as "CONTRACTORS":

**First** Financial Responsible: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_ Born in: \_\_\_\_\_

RG no.: \_\_\_\_\_ Date of Issuance: \_\_\_\_\_ Issuing Body: \_\_\_\_\_

CPF / Social number (MF) no. \_\_\_\_\_ Marital Status: \_\_\_\_\_

Address: \_\_\_\_\_

Neighborhood: \_\_\_\_\_ City: \_\_\_\_\_

ZIP code: \_\_\_\_\_ Tel: \_\_\_\_\_ email: \_\_\_\_\_

**Second** Financial Manager: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Nationality: \_\_\_\_\_ Born: \_\_\_\_\_

ID no.: \_\_\_\_\_ Issue Date: \_\_\_\_\_ Issuing Body: State: \_\_\_\_\_

CPF Social number (MF) no. \_\_\_\_\_ Marital Status: \_\_\_\_\_

Address: \_\_\_\_\_

Neighborhood: \_\_\_\_\_ City State: \_\_\_\_\_

ZIP CODE: \_\_\_\_\_ Tel: \_\_\_\_\_ email: \_\_\_\_\_

The following is fair and agreed between you, aiming to provide school transport services for the academic year for STUDENT (A), series, grade and period indicated below:

**Name of the student :** \_\_\_\_\_

Date of birth: \_\_\_\_\_ Born in \_\_\_\_\_ State: \_\_\_\_\_ Nationality: \_\_\_\_\_

RG no.: \_\_\_\_\_ Date of Issue: \_\_\_\_\_ Issuing Body: \_\_\_\_\_ State: \_\_\_\_\_

Address neighborhood: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ CEP: \_\_\_\_\_ Course: \_\_\_\_\_ Series/Year: \_\_\_\_\_

**ITEM II - PRICE:** For the services contracted herein, the Contractors will pay the CONTRACTOR 12 (twelve) monthly installments, equal and consecutive, on the respective due date in accordance with the VALUES below, applicable to the student's grade highlighted in the preamble.

The total value of this contract will be R\$ \_\_\_\_\_ ( \_\_\_\_\_ ),

that will be paid in \_\_\_\_\_ in (stallments of R\$ \_\_\_\_\_) each. (January to December of the academic year)