



Fun Run Party Buses

TERMS OF AGREEMENT

In consideration of the mutual promises in other valuable consideration exchanged by the parties as set forth herein, the parties, intending to be legally bound, here by agree as follows: Method of payment, amount of payment, client credit card information, and event details outlined the Rental Agreement.

Cancellation Policy

In the event you need to cancel your reservation, a two (2) week notice is required prior to your reservation. If you need to cancel less than two (2) weeks prior to your reservation and we can't fill a replacement reservation, then a \$300.00 cancellation fee will be charged. All bus runs are booked according to the client's initial reservation, and are reserved for that time period allowing us to book other bus runs, before or after, depending on client's reserved time. If your bus service ends early for any reason, you will be charged for the total amount specified in the original bus booking taken by *Fun Run Party Buses*.

Initial to Agreement _____

No Show Policy

If a client fails to show at the designated location for which a scheduled reservation has been made, a No Show Fee equal to 100% of the total trip cost, including a 10% gratuity, will be billed. This includes any cancellations after a chauffeur has reached or is in route to a reservation's location.

Initial to Agreement _____

Payment Policy

Cash or Credit/Debit Card is the standard accepted method of payment. A credit card will have to be put on file prior to reservation confirmation regardless of the final method of payment. The credit card on file will be used for any and all damages, cancellation, and no show policies, unless otherwise indicated. Client is responsible for the full payment of any overtime charges, beyond the original reservation agreement. Overtime is charged in 1 hour increments and begins at 15 minutes into the hour. The time of bus service ends when all passengers and belongings are removed from the vehicle and the bus is clear to drive off.

Initial to Agreement _____

Lost and Found Policy

Fun Run Party Buses, and its drivers, are not responsible for lost or stolen items.

Initial to Agreement _____

Special Amenities Policy

Fun Run Party Buses does not provide ice, coolers, alcohol, or soft drinks. It does however permit such items on all events. Client agrees that any passenger under 21 years of age shall not consume, possess, or distribute alcoholic beverages. Client will indemnify *Fun Run Party Buses* of any and all costs incurred that are associated with any legal action resulting from underage possession, distribution, or consumption of alcohol including but not limited to fines, court costs, and attorney fees.

Initial to Agreement _____

Other Policies

Client agrees that no illegal drugs will be consumed, possessed, or distributed in *Fun Run Party Buses'* vehicle(s). Client agrees that the passenger capacity of any vehicle provided shall not be exceeded. In case of misconduct or drug use by client or their party, or if driver is being or feels threatened, the driver has the right to terminate bus service without any refunds and drop all passengers off at the nearest safe location. Client holds *Fun Run Party Buses* harmless and not liable for any personal or material damages arising from the conduct of client and/or their party. Client is responsible for damages to the vehicle committed by client or their party during service, either willfully or accidentally, this includes but not limited to garbage left and or detailing required. Any actions that cause damage on our vehicle(s) can result in extra charge. If any under age drinking or drug use occurs, the service will be terminated immediately with no refund. The minors will be returned to the original pick up location and the parents will be called.

Initial to Agreement _____

Delays

Fun Run Party Buses does not guarantee arrival at or departure from any point at a specific time due to circumstances beyond its control such as accidents, breakdowns, traffic and road conditions, storms, etc. and shall not be held liable for claims resulting in delays from such conditions.

Initial to Agreement _____

Indemnification and Hold Harmless

Client agrees to defend, indemnify, and hold harmless *Fun Run Party Buses* from and against all claims, actions or causes of action, liabilities, including reasonable attorneys' fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by client pursuant to the performance of each party's obligations hereunder. Client(s) shall hold *Fun Run Party Buses* harmless from any claims or demands including but not limited to any liabilities resulting from traffic delays, terrorism, acts of God/war, maintenance, engine/vehicle failure, electronic failure, death or personal injury arising from negligence. Client(s) hereby release *Fun Run Party Buses* from any liability whatsoever from illness, injury, damage and or death resulting from but not restricted to, improper use of vehicle.

Initial to Agreement _____

Modification

This agreement may be modified, superseded, or voided except as otherwise stated in this document upon the written and signed agreement of all parties. Further the physical destruction or loss of this document shall not be construed as a modification or termination of the agreement contained herein.

Initial to Agreement _____

Acceptance

Client has read the terms and conditions stated above and agrees to all stated terms and conditions. This agreement will be considered accepted in its entirety when Client signs and dates this form below.

Initial to Agreement _____

This agreement is by and between client (listed below) and *Fun Run, LLC*. on day listed below. I have read, understand, and agree to all the terms written above.

Signed (Client or Customer): _____ Date: _____

Signed (Agent for *Fun Run Party Buses*): _____ Date: _____