

3 Guys & A Bus Inc. Contract and Terms:

1. **Payment:** A \$100.00 deposit is required to hold your bus/limo. This is **NON REFUNDABLE**. Full payment is due upon delivery of the bus/limo. We accept cash or credit/debit cards (4% fee). Your deposit is a verbal agreement and binds you to our terms. At the time of our delivery a photo copy of the contract holders drivers license will be sent by text to **3 Guys & A Bus Inc.** confirming that you have read our contract and understand you are bound to our terms. Parties canceled within 7 days of date requested will be charged 50% of the total due. Parties canceled within 72 hours of requested date will be charged the full amount. The time agreed upon for dispatch of the driver and bus will not be negotiable 48 hours prior to date booked.

2. **Driver Gratuity** is based on a \$50 flat rate for 3 hour bookings and 18% percent of the total (less tax) for 4 hour bookings, all day and/or night time bookings amount less tax. If no gratuity is given in person it will be added to the credit card on file and given to the driver.

3. All guests on the party bus must be 21 or older to drink alcoholic beverages. By law, no alcohol can be consumed by anyone less than 21 years of age. **3 Guys & A Bus Inc.** does **NOT** supply any alcohol.

4. **Vomit clean up will be charged at \$100 per occurrence on Buses and \$300 per occurrence in Limos. No gray area is given for vomit in the limos. If the cleaning fee exceeds the initial fee of \$300, the contract holder will be responsible for the remainder of the additional cleaning fee.**

There is **NO SMOKING & NO PEEING/DEFECATING** in the buses or limo.

The fee for **SMOKING, PEEING/DEFECATING or CLEANING HAZARDOUS MATERIAL** is **\$100** per occurrence and will be paid prior to the continuation of the party. Failure to do so will immediately end the party and forfeit any unused time & refund.

5. Tolls and parking fees are not included in the rental rate. Contract holder is responsible for any and all tolls and parking fees assessed by the bus/limo while on this trip. Airport shuttles are excluded from this.

6. Drugs, violence, weapons of any kind will not be tolerated. We have a **Zero** tolerance policy for disorderly behavior and the **ENTIRE PARTY** will be immediately dropped off at the next safe location. No refunds will be given for unused time.

7. Do not under any circumstances distract the driver; we want you and your party to arrive safely. Harassing the driver will immediately end your party and you will be dropped off at the next safe location. No refunds will be given for unused time.

8. **3 Guys & A Bus Inc.** will not be responsible for any lost, damaged, or stolen property. Keep all personal items with you at all times.

9. If any property of **3 Guys & A Bus Inc.** gets damaged or stolen by the contract holder or guests, you will be held liable for replacement costs, service time, collection fees, attorney fees, court costs, etc. An instant damages deposit will be charged to the credit card on file in the amount of \$600-\$1000 depending on the severity of the damage. If said damage exceeds the amount of the deposit the contract holder will be responsible for any and all costs above the deposit amount. I understand that failure to abide may result in litigation if funds are not deemed available. If damage by the party prevents the arrival for future scheduled bookings, the contract holder will also be liable for the amount of downtime reserved.

10. We will not pick up additional people through the night that were not on the itinerary list. If your party invites someone onto the bus and they get hurt, are underage, or damage property, the contract holder will be liable for all damages. This is for everyones safety. Also we are not responsible for what happens while you and your friends or family is off the bus.

11. Your party begins when the driver arrives for the initial pick-up and ends when the last person is dropped off. No exceptions. Customer agrees that overtime will be billed at the contracted rate by the hour of \$75.00 and agrees to pay any overtime charges whether or not the entire hour is used. Additional charges are to be paid in full before your party ends. Also note that there is no guarantee that overtime hours will be available. Overtime is anything after the initial 3, 4, or 5 hour segment. 5 minutes past those times are considered **OVERTIME**. It is the contract holders responsibility to make sure the party returns **BEFORE** overtime begins if they are not wanting additional time to be charged. Our current overtime hours start at \$75 per hour. They are not prorated.

12. **Safety WINDOWS, HATCHES, and/or DOORS** are **NOT TO BE OPENED** unless in the case of emergency. An emergency is defined as: **A situation that 911 must be called.** Any damage to the safety **WINDOWS, HATCHES, and/or DOORS** will be charged in full including material and labor. At no time will we allow anyone to be hanging out the windows (heads, arms, hands, body) or throwing trash out the windows. This is for your own safety. If you do not abide by these rules we will end the party.

13. By signing this contract and/or placing a deposit you are allowing us to charge your credit card and authorizing **3 Guys & A Bus Inc.** or its affiliate merchants to charge the credit/debit card for any of the following charges; deposit, cancellation fee, damages to the vehicle, and all services rendered. By receiving the customers **DEPOSIT** to hold the bus/limo, he or she is entering into a binding agreement with **3 Guys & A Bus Inc.**

14. Enter at your own risk. Our number one focus is safety however all modes of transportation including bus transport involve an inherent risk of injury or property damage. By signing this contract, you are taking responsibility for you and your entire party and voluntarily accept and assume all risks of injury, loss of property or property damage that may result from this trip. Alcohol impairs judgment, motor skills, and balance.

15. As a condition of being permitted in the bus/limo and the use of this charter, the contract holder and its ENTIRE PARTY, AGREES TO HOLD HARMLESS, RELEASE, INDEMNIFY, AND PROMISE NOT TO BRING A CLAIM AGAINST OR SUE **3 Guys & A Bus Inc.**, or its employees, agents, officers or affiliates from any and all liabilities on account of, in any way NEGLIGENCE and/or by any other reason.

16. The customer understands that Acts of God, Unforeseen Traffic, and Severe Weather Conditions may delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond control of **3 Guys & A Bus Inc.** for which all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent, and customer rejects the replacement vehicle, no refund is due. If no replacement vehicle is available, the refund will be limited to the amount paid by the customer minus the deposit. In case of an emergency, **3 Guys & A Bus Inc.** may subcontract this rental to another company. **3 Guys & A Bus Inc.** is not responsible to fulfill itineraries developed by the customer, which indicate a time the customer expects to arrive at a certain location after the initial pickup time.

17. If the bus is not on time to the initial destination for pickup of the customers, **3 Guys & A Bus Inc.** will provide the missed time at the end of the night, no refunds will be given. DOT inspections are common and time used will not be reimbursed.

18. Sales tax is charged at 7% on all parties booked. Additional fuel charges will be agreed upon prior to departure.

19. Video and photography can and will be used by **3 Guys & A Bus Inc.** If any surveillance equipment is tampered with and/or broken by your party the contract holder will be held liable in its entirety.

20. Pets, defined as anything other than human, are not allowed on **3 Guys & A Bus Inc.** property.

Contract obligations:

I understand and agree to the length and usage along with any charges and further agree to pay for any and all damages my party may cause during the rental periods including loading and unloading times.

I also agree to the above Rules and Regulations and all damages are the sole discretion of the driver.

I understand and agree to pay the entire contract price if the cancellation policy is not followed.

The number of hours I agree to on the contract is the minimum hours I agree to pay.

I understand that this is a legal and binding contract. I agree that the laws of the State of IOWA shall govern this contract.

I understand and agree that this agreement is intended to be as broad and inclusive as possible as permitted by law, and if any portion is held invalid, the balance shall continue in full legal force and effect.

Contract Holder _____ (Print Name)

Signature _____ Date _____

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