

3 Guys & A Bus Inc. Contract and Terms:

1. **Payment:** A \$100.00 deposit is required to hold your vehicle. This is **NON-REFUNDABLE**. Full payment is due upon delivery of the vehicle. We accept cash or credit/debit cards (4% fee). **PLACING** a deposit is a **VERBAL AGREEMENT** that **BINDS** you to our terms. Parties canceled within 14 days (168 Hours) of the requested date and time will be charged 100% of the total due. The time agreed upon for dispatch of the driver and bus will not be negotiable 24 hours prior to date booked. Cancellations **MUST BE IN WRITING**. If we are unable to collect the cancellation fee amount and must pursue collections, the cancellation fee will be 100% of the entire total in addition to costs of legal counsel, court fees, and any in house employee expenses.

2. **Driver Gratuity** is based on a \$50 flat rate for 3-hour bookings. **Driver gratuity** is based on 18% percent of the total for bookings longer than 3 hours.

3. All guests aboard the vehicle 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 alcohol. It is the contract holders' responsibility to enforce this law. **3 Guys & A Bus Inc.** is **NOT** responsible for underage drinking.

4. **No Jell-O shots, food, and/or glass** is allowed in the **Coach or Limo**. 1 regular size cooler is allowed in the limo. Coolers, Food, and/or Glass are only permitted in the bays of the Coach bus. Ice will be provided in the Coach, and drinks can be distributed to the wells. **DRINKS SPILLED, Smoking, Cleaning of Hazardous Material (Blood, Feces, Urine), and/or Vomit Clean Up**, in either the Coach bus or Limo will have a **\$500 cleaning fee** applied to the credit card on file per occurrence.

No gray area is given for these vehicles. If the professional cleaning fee exceeds the initial fee of \$500 per occurrence, the contract holder will be responsible for the remainder of the additional cleaning fee and/or replacement.

A bathroom is available in the Coach Bus. Parties 5 hours or less have the option of paying an additional fee for bathroom use.

Parties over 5 hours will have the bathroom price included in the quote. **Vomit, Peeing/Defecating, and/or Hazardous Material** in the bathroom that doesn't make it in the designated area will be charged a minimum \$500 Cleaning Fee.

Vomit clean up, Smoking, Peeing/Defecating, and/or Cleaning of Hazardous Material will be charged at **\$100** per occurrence to the credit card on file in our **Orange, Small White, and Large White** buses.

5. Walking or standing on the seats or sitting on the backrests is not permitted.

6. Tolls and parking fees are not included in the rental rate. Contract holder is responsible for all tolls and parking fees assessed by the vehicle while on this trip. Airport shuttles are excluded from toll charges.

7. Drugs, violence, and/or 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. 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. The intention of the party is for everyone to have a great time. Unfortunately, if someone in your party feels the desire to start a fight either on or off the bus the driver reserves the right to cancel your trip immediately. At that time the party will be required to find their own transportation and forfeits the remainder of the time and the balance is to be paid in **FULL**.

8. **3 Guys & A Bus Inc.** will not be responsible for any lost, damaged, or stolen property.

9. If any property of **3 Guys & A Bus Inc.** gets damaged or stolen by the contract holder or guests, the contract holder will be held liable for replacement costs, cleaning fees, 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 \$500-\$1000 depending on the severity of the damage. If said damage exceeds the amount of the deposit the contract holder will be responsible for 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. This also includes any **VOLUME** that damages the **Speakers, Amplifiers, and/or Subwoofers and damage done by pushing on doors**.

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. **3 Guys & A Bus Inc** is not responsible for what happens while you and your friends or family are 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 \$88.00/\$125.00 and agrees to pay any overtime charges whether the entire hour is used. Additional charges are to be paid in full before your party ends. 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. 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 to the contract holder including material and labor. At no time do we allow hanging out the windows (heads, arms, hands, body) or throwing trash out the windows. Breaking these rules will result in ending the party and no refund will be given.

13. By signing this contract and/or placing a deposit you are authorizing 3 Guys & A Bus Inc. and/or its affiliate merchants to charge the credit/debit card for any of the following charges; deposit, cleaning fee, cancellation fee, damages to the vehicle, and all services rendered. By receiving the customers DEPOSIT to hold the vehicle, you are 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 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 the 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 vehicle 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 scheduled trip & no refunds will be given. DOT inspections are common, and time used will not be compensated or 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. and become the property of 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.

21. I have inspected the vehicle and confirm there is no prior visible damage upon arrival. Any damage during my contracted time will be my responsibility in its entirety.

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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