

# CALI PARTY BUS - SAN FRANCISCO TERMS AND CONDITIONS OF TRAVEL

TRIP # \_\_\_\_\_

CLIENT NAME \_\_\_\_\_

DATE \_\_\_\_/\_\_\_\_/\_\_\_\_

1. Payment is required in full before or at the time of pick up and is non-refundable in the event any breach results under the terms of this contract. 1a. ALL CREDIT CARD TRANSACTIONS WILL INCUR A 3% administration processing fee. 1b. The only acceptable payment methods are cash, cashier's check or credit/debit card with photo ID. We do not accept personal checks.
2. A \$250 security hold is required at time of booking and refundable only if there are no violations of contract. A cancellation fee of \$250 will be charged to the credit card of Client on file for any cancellation made within 8-14 days of reservation. A fee equal to 50% of the total booking will be charged to the credit card for any cancellation made within 4-7 days of reservation, and NO REFUND will be given if reservation is cancelled within 72 hours of the reservation pickup time.
3. If the Client attempts to cancel the Contract, after pick up has occurred, Company is authorized to charge the credit card of Client on file the remaining balance in full.
4. Overtime will be permitted, upon vehicle ability and is not guaranteed. Overtime is billed for each 30 minutes over by the hourly rate and will be collected at the end of the trip by or will be charged to the credit card of Client on file.
5. Company has the right to terminate service for any form of abuse, behavior deemed inappropriate, or Contract breach, without refund. In case of misconduct, drug use, or any other violation of this Contract by Client or member's of Clients party, or if Driver is or feels threatened or otherwise deems the party unruly or endangering the safe operation of the vehicle, Driver has the right to terminate this Contract without any refunds and drop passengers off at the nearest safe location. This is meant for the safety of Company and Client. Company also reserves the right to expel any person from the vehicle for any reason mentioned above or any other misconduct.
6. Company inspects each vehicle before, during, and after each rental. In the event of damage to the vehicle, Client assumes full financial liability to the extent of any and all harm and damage proven to be directly and actually caused by Client or any members in Client's party during the service, provided that Client receives prompt written notice of any such damage. Client may be charged the price listed below in the event Client or its party directly and actually causes the following occurrences, provided that Company shall bear the burden of proof and provide Client with evidence regarding any such alleged occurrences.: A. Smoking in Vehicle –(\$150.00) B. Ripped or Damaged Upholstery – (\$500.00). C. Broken Window– (\$200.00- \$1200). D. Vomit in or on the Vehicle –(\$200.00). E. Excessive Mess in the Vehicle – (\$200.00). F. Breaking of lights – (\$250.00). G Breaking of television or air conditioner – (\$750.00) H. Breaking of dvd player, cd player, Ipod, or radio – (\$250.00)
7. Alcohol consumption by persons under the age of 21 is strictly prohibited in the vehicle, and alcohol consumption by person's age 21 or older is prohibited if persons under the age of 21 are present on vehicle. Company reserves the right to check the identification of any passenger on the vehicle at any time and for any purpose whatsoever. Company reserves the right to refuse service to persons that appear to be under the influence of drugs and or unable to care for one's self, or are objectionable to another passenger. No person may use any illegal narcotics or controlled substances in the vehicle. In the event of underage alcohol consumption or illegal drug use, the service will be terminated immediately and without refund. Client shall be responsible and shall pay for all fines and penalties assessed by state and/or local authorities as a result of the violation of any law by the Client. 7a. For all groups under the age of 21, where alcohol is present, a designee will be assigned to the charter at Client's expense. Designee will read all passengers this statement: "Consumption of alcoholic beverages by persons under 21 years of age is illegal. It is also illegal for an adult to provide alcoholic beverages to a person under 21 years of age. If you consume alcoholic beverages, this trip will be terminated and all payments for transportation services shall be forfeited and not subject to refund." Designee will enforce all regulations stated within contract and in accordance with assembly bill 45 in which they have been trained. PLEASE NOTE - We have a zero tolerance policy for alcohol onboard if any single passenger is under 21 without legal guardian present
8. Drug use in the vehicle is prohibited by law. All contraband and items considered "weapons" are strictly prohibited in the vehicle. Company reserves the right to inspect all belongings of Client and members or Client's party for drugs and contraband.
9. Any fines that Company is charged due to the unlawful actions of Client will be charged to the credit card of Client on file. These include but are not limited to fines related to underage drinking, over capacity, jumping on top of the vehicle, and throwing trash/littering out of the vehicle. Client is also responsible and will be charged for any parking fees and toll fees incurred during the transporting of Client, provided that Company provides written documentation to Client of any such charges.
10. None of Company, its agents, or employees shall be liable for any personal property of Client or members of Client's party, which is misplaced, damaged, stolen, or left in the vehicle.
11. Client consents to allow Company to use any and all photographs, video, and audio made or recorded during this Contract of Client and any members of Client's party for any purpose Company chooses to, including marketing and commercials of any type (internet, television, magazines, etc).
12. Except in the case of willful misconduct or gross negligence of Company, its agents or employees, Client hereby waives any & all claims against Company, its agents or employees for injury, loss, or damage, including consequential damages, to Client or members of Client's party's person or property from whatever cause. Client waives any right of subrogation with regard to the same. Company is not responsible for injuries that occur while riding in vehicles. Any injury that does occur must be reported promptly to the driver of vehicle. Injuries not promptly reported are treated as if they did not occur during the Contract.

13. All rentals are subject to weather condition. If conditions are deemed by Company, to be unsafe, Client will be contacted with as much notice as possible. Any cancellations due to weather will be eligible for a reschedule at the next available date, or for a full refund of deposit or paid amounts. Company 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. Company cannot be held responsible for delays or inconveniences due to unknown and/or unforeseen mechanical failures or situations deemed as "Acts of God." provided that Company uses reasonable efforts to mitigate such delay.

14. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or Client refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by customer. Company is not responsible to fulfill itineraries developed by Client, which indicate a time that Client expects to arrive at certain locations after the initial pick up time.

15. Company reserves the right to substitute the reserved vehicle for another replacement vehicle for any reason. Company will make a good-faith effort to notify Client in case a substitution does occur. Company will also make a good-faith effort to substitute with a similar type of vehicle.

16. Client and Company may litigate in court only to compel arbitration under this Contract or to confirm, modify, vacate, or enter judgment on the award rendered by the arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Contract shall be joined in an arbitration involving any other current or former user of Company., whether through class arbitration proceedings or otherwise. If the arbitrator determines that one party prevailed in the arbitration process they will be entitled to compensation for attorney's fees and costs from the other party.

17. The Terms constitute the entire Contract between each Client and Company with respect to all subject matter covered herein, and supersede all previous communications, representations, understandings and Contracts, either oral or written, between the parties with respect to said subject matter. This Contract or any portion hereof shall not be construed against the drafting party by reason of that party having drafted the Contract or portion hereof. This Contract may not be modified by either party except by a written Contract signed by both Client and Company.

18. By Client's authorized signatory signing directly below Client agrees to all stated terms and conditions. The undersigned further declare and represent that Client has full legal capacity to bind the Client by this Contract.

CUSTOMER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_