

**Hopkins Enterprise LLC.**  
**DBA: Bend's Party Bus & Charter Bus Services**  
**541-390-9728**

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***Contract, Rental Terms & Conditions***

***Please complete & return last two pages of this contract Via e-mail or text to: [Bendspartybus@gmail.com](mailto:Bendspartybus@gmail.com) or text to 541-390-9728***

***NOTE:***

***Your reservation is not guaranteed until we have received full payment and or a signed Credit Card Authorization form from below 5/6 & 6/6***

***By posting our policies here (online) publicly on this website and or any payments made for services, you agree to these terms and conditions set forth below:***

Payments must be made in advance to services. We require a valid credit card be kept on file prior to services to cover any balances owed, including but not limited to overages, damages, past due invoices, gratuity, etc.

**Reservations & Nonrefundable Deposits or Payments Owed:**

- a. **A non refundable 50% Deposit is required to Book.**
- b. **Two weeks prior to event. we'll call to confirm booking Information and**

**Charge the other 50% Balance owed.**

- c. **Either Deposit nor Balances Paid are Refundable.**
- d. **We accept all major credit cards and will keep this card on file for any future purchases**

regarding this booking including any over time or damages.

We do not accept cash without also a credit card on file. Due to the nature of this industry once your bus or limo is reserved we can no longer offer that time to anyone else. We appreciate your understanding.

**If you must cancel for any reason:**

you forfeit your non refundable deposits and any other balance if charged two weeks prior to event.

**No exceptions.** We do not offer refunds. We may allow your reservation to be re-scheduled, however this may only be approved upon extreme circumstances.

**Last Minute Changes or refunds:**

If customers change schedule on the night of the event date there are **no refunds** of monies for not fulfilling agreements that was made two weeks prior to event ie:

Split pick up and party doesn't want ride back because everyone decided to Uber on their own back.

**We only offer two types of services:**

1) Split pick ups ie: Pick up customers at one location and bring them to another location an drop off for a period of time ( no earlier then 3 hours. time is not charged) Then return upon request with a 15 min notice and bring customers back to where picked up.

2) On going hourly rate with a 4 hour Min or longer. This hourly rate starts when customers are picked up and time ends when customers are drop off.

**Complimentary:**We gladly provide: water bottles, crushed ice, red solo cups or whiskey/champagne glasses (depending on vehicle) and napkins. We do not purchase or provide alcoholic drinks of any kind. However you may BYOB and drink on the bus (21 and over).

**Decorations:** You may decorate the bus for your special occasion. (except on a spill pick up - see below)

**Gratuity:**

\* 20% gratuity is added to your rental cost. The job of your driver is to keep you and the other passengers safe, ensure your comfort, and get you to your destinations on time (barring outside factors like the weather or un-predicted traffic or construction). And if your guests were a little extra rowdy and messy, we encourage you to add a few extra dollars to your drivers tip to acknowledge the driver's extra work cleaning up after your group. If your group is not prepared with cash you can call our office to apply additional tip by credit card after the event.

**Split Pick- ups:**

We offer split pick-ups where you can get picked up and dropped off without a 4 hour minimum. You then get picked back up at a later time and brought back to the original pick up address. You cannot leave any personal items on the bus. So if you plan to bring coolers, food and decorations this is not the right option for your group. Also your return pick up time is not guaranteed ahead of time. You and the driver will make arrangements at pick up for the return pick up. But keep in mind they may be across town. It could take up to an hour for the driver to reach your destination.

**Brew tours or Bar Hoping:**

There is a 4 hour min and has an hourly rate depending on vehicle.

**Balances Due:**

All balances are due prior to your reservation. If your credit card declines and/or we cannot reach you by phone, if your number has changed, etc., your reservation will be forfeited unless you contact us. Charge backs will be disputed and usually appear in our favor. Please contact us for any questions first you might have. If an attorney is to be hired to handle any further disputes, you will also be held liable for any and all fees incurred for any and all fees + services.

**Overtime:**

If your scheduled time goes over your allotted time by 15 min. we will automatically charge your card on file for the overage in 30 minute increments. Any overage or balances not paid will result in your credit card being charged to satisfy the remaining balance owed.

**No Smoking of any type**

All buses are non smoking. If the driver sees or smells any guest smoking we automatically may impose a \$250 fine to the credit card on file for cleaning and removing smells. There also may be more charges if any fire damage from smoking is caused.

**Sickness:**

In the event a passenger gets sick and vomits on the bus, guests are responsible to clean the bus to the best of their ability. And an automatic \$500.00 cleaning fee will be accessed to your credit card on file. You are responsible for that fee. Court costs, attorney fees etc will be your responsibility until that fee is paid. This fee is to have the bus cleaned and the air deodorization with a machine used at our detailers shop only.

**Illegal Drugs or under age drinking:**

Bend's Party Bus will strictly enforce state and federal laws. We maintain a zero tolerance compliance policy that no alcoholic beverages will be consumed or used by any person not of legal drinking age. All U.S law enforcement agencies have absolute power to stop any motor vehicle for administrative searches.

If contraband is aboard, they can seize and forfeit this vehicle to a local government agency. Therefore, no person will bring contraband aboard vehicles that are owned and operated by Bend's Party Bus.

### **Injuries or accidents:**

Bend's Party Bus is held harmless for any injuries that may occur due to horse playing while the vehicle is in motion, at a standstill or entering and exiting the vehicle. The purchaser of this contract is responsible for his or her guests. You are to remain sitting while the vehicle is in motion. This is your responsibility.

### **Personal Items:**

We recommend that all personal valuables be removed from the vehicle when unattended. Bend's Party Bus will not be held responsible for any lost, stolen or damaged articles. Bend's Party Bus reserves the right to terminate this or any other contract for noncompliance of the above/below request, especially if renters do not follow chauffeurs requests in order to obey the rules in this contract. All of the given information from the renter is binding and cannot be changed without Bend's Party Buses acceptance. **Lost and found items such as: Cell Phones, Keys, wallets water bottles or anything else will be return by driver if found. There is a \$50 fee for returns item to the person returning such items.**

### **Damages:**

Any damage to the interior or exterior of the bus or equipment that is caused by an individual riding in the vehicle is the responsibility of said individual, and said individual is liable for the cost to repair any such damages as well as any cost for loss of the Bend's Party Bus service due to such damage. The credit card on file may be charged for damages or excessive cleaning fees accordingly. Lost or broken glasses will be charged \$20 per glass. Silver Champagne buckets \$75.

Bend's Party Bus drivers and/or employee reserves the right to eject any individual(s) whom they deem to be disruptive or too intoxicated that may impose a safety threat to themselves or to others, or deemed to be using an illegal substance.

By signing up for and participating in the ride the individual agrees that he/she, if intoxicated, will not operate a motorized vehicle after leaving the party bus. By signing up for and participating in the ride, the individual agrees that Bend's Party Bus or its affiliates are not responsible for any claims for injuries, loss, damage, death, liability, criminal or civil litigation for the participating individual arising out of or relating to a ride.

Bend's Party Bus shall not be held responsible for late arrival caused by (but not limited to) acts of nature, traffic delays, breakdown, incorrect pickup and drop off information, and any situation beyond our control.

Since Bend's Party Bus offers high performance audio in the vehicles, sometimes heat and excessive use of all the power-operated equipment might subject to failure.

This will not interfere with the safety of the vehicles and as a result have no effect on continuing or paying of the contracted trip.

### **Unforeseen bad weather or break downs or any reason vehicle can not make it on time:**

Bend's Party Bus does not offer any refunds for time lost, but will offer a Credit for a later booking date. Also Bend's Party Bus reserves the right to switch the vehicles in case of emergency breakdown or if the vehicles are damaged to a larger **OR** smaller Party Bus.

**All buses are have Annual & Quaterly mechanical inspections and drivers report any found on Before, During and After Daily Vehicle Inspections.**

### **Alcoholic beverages responsibly:**

By signing up for and participating in the ride the individual agrees that he or she is of age to consume alcoholic beverages responsibly while in the party bus. If, at any time, passengers under the age of 21 are found to be in possession of alcohol or found to have been consuming alcohol during the course of service, the service shall be terminated immediately. Any and all minors shall be forfeited. The driver has the option of returning to the point of pickup or ending the service at the point of infraction. If the vehicle rental is to be for a minor under the age of (18) eighteen, this agreement must be read by a parent or legal guardian. Bend's Party Bus is not responsible for underage consumption of alcoholic beverages at any time before, during, or after the ride.

## **Privacy Policy:**

**Your privacy is very important to us. Accordingly, we have developed this Policy in order for you to understand how we collect, use, communicate and disclose and make use of personal information. The following outlines our privacy policy.**

- Before or at the time of collecting personal information, we will identify the purposes for which information is being collected.
- We will collect and use of personal information solely with the objective of fulfilling those purposes specified by us and for other compatible purposes, unless we obtain the consent of the individual concerned or as required by law.
- We will only retain personal information as long as necessary for the fulfillment of those purposes.
- We will collect personal information by lawful and fair means and, where appropriate, with the knowledge or consent of the individual concerned.
- Personal data should be relevant to the purposes for which it is to be used, and, to the extent necessary for those purposes, should be accurate, complete, and up-to-date.
- We will protect personal information by reasonable security safeguards against loss or theft, as well as unauthorized access, disclosure, copying, use or modification.
- We will make readily available to customers information about our policies and practices relating to the management of personal information.

We are committed to conducting our business in accordance with these principles in order to ensure that the confidentiality of personal information is protected and maintained.

On behalf of Bend's Party bus we thank you for choosing our transportation services in Central Oregon and we appreciate you entrusting us for your special event!

# Credit Card Authorization Form:

This is a binding contract between Hopkins Enterprise LLC and Patron Cardholder

Full Name of Person entering this contract agreement:

\_\_\_\_\_

Phone Number \_\_\_\_\_

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

City \_\_\_\_\_ State \_\_\_\_\_

Zip \_\_\_\_\_

Email address for receipt: \_\_\_\_\_

Credit Card Type: Visa \_\_\_\_ MasterCard \_\_\_\_ AMEX \_\_\_\_ Discover \_\_\_\_

Name on Credit Card \_\_\_\_\_

Credit Card #: \_\_\_\_\_

Exp Date: \_\_\_\_ / \_\_\_\_ CVV Number: \_\_\_\_ Billing zip code: \_\_\_\_\_

Total price of booking: \$ \_\_\_\_\_ Party Buses/Limo 20% or Charter Buses 15%  
Gratuity \$ \_\_\_\_\_ Total Booking and Gratuity \$ \_\_\_\_\_

50% Deposit: \$ \_\_\_\_\_ Date Paid \_\_\_\_\_

50% Balance, \$ \_\_\_\_\_ Due two weeks from event date: \_\_\_\_\_

(a) We add a 3% surcharge on all credit card payments. This surcharge is not greater than our total cost of accepting credit cards. There is no surcharge for debit card payments.

(b) I authorize Hopkins Enterprise LLC, Bend's Party Bus, to charge the agreed amount listed above to my credit card provided herein, I also approve charges for the balance due at that time or any overages or fees incurred regarding the event including cancellation. Balance will be charged two weeks prior to the event date. I fully understand and agree that I will pay for this purchase in accordance with the issuing bank cardholder agreement. Also by signing this authorization form you have read, understand and agree to this Contract, Rental Terms and Conditions NSF disputed or returned payments will incur a \$50 charge.

**Return to Bendspartybus@gmail.com or text (541) 390-9728.**

Signed: \_\_\_\_\_ Dated: \_\_\_\_ / \_\_\_\_ / \_\_\_\_

