



BEV Shuttle Service Holiday Light Tour Service Agreement

Name _____ Date of Booking _____

Address _____

(Street, City, State, Zip Code)

Main Contact Phone # _____

Email Address _____

Date of Excursion _____

Number of riders _____ (maximum of 14 passengers)

Pick up time and location _____

Drop off time and location _____

Customize your tour!

What kind of "ride" would you prefer?

☐ Slow and steady, A brief pause or full stops at major light displays.

Best for picture taking and lollygagging.

☐ See it all! Rolling Stops and minimal exits from BEV. We will try to cover as many locations as possible with this option.

May include up to 80 Light locations.

Do you want to stop for any breaks along the route? Potty breaks, coffee, snacks etc.?

☐ No ☐ Yes-Where? _____

BEV provides the following media options onboard.

☐ A Pre-Selected Holiday Hits music playlist

☐ Play your own music via Bluetooth

☐ A Holiday movie. Great for distracting bored, younger kiddos.

Feel free to bring your own favorite DVD. We also have some onboard.

Please include any special requests/accommodations you may have. Birthday? Anniversary? Special Occasion?

Payment Method ☐ Cash ☐ Check/Money Order ☐ Credit/Debit

If you choose to pay via credit card, a link to our website will be sent via text message after we receive your signed contract.

Please note that in order to keep our fares as low as possible,

a 3% fee will be applied to all credit card payments.

Our apologies in advance. You can avoid them by making arrangements to pay cash upon boarding.

Terms and Conditions

The terms "We", "Us", and "BEV" refer to Smash Club LLC and/or affiliates; and "you" refers to the customer, a renter through us. All reservations you book through us are subject to the following terms, conditions, and notices as they exist at the time the reservation is made. We reserve the right to change these terms, conditions, and notices that are in effect at the time of your reservation.

- I. Renter must be at least 18 years of age. Proof of ID may be required.
- II. Our Holiday Light Tours require payment in full. No reservation will be made until a signed contract and FULL payment is received.
- III. Full payment for the excursion is due 24 hours before scheduled reservation date or before initial boarding of passengers with prior approval by Us. We reserve the right to cancel your reservation at any time without refund of any paid deposits, if full payment is not received within the time frame stated. Any cancelation or modifications to initial booking MUST be made at least 72 hours (about 3 days) prior to scheduled event by contacting Us through email, text, or phone call. If cancelation is within 72 hours of the event, customer agrees to the forfeiture of the \$100.00 security deposit. NO EXCEPTIONS! There will be an NSF fee of \$35 assessed for any returned checks. Credit card processing fees will not be refunded.
- IV. No more than 14 passengers shall be allowed transport or shelter on BEV at a time. The following activities are prohibited on or within 50 feet of BEV.
 - Consumption of alcoholic beverages by a minor
 - Consumption or possession of illegal drugs or contraband (including medical marijuana)
 - Smoking or vaping of any kind.
 - Violent or unruly behavior or conduct that in the driver's opinion, could possibly cause damage or interfere with the safe operation of BEV.

BEV expressly reserves the right to terminate or cancel service at any time and without any refund whatsoever of deposit of other fees paid if the driver observes ANY violation of the rules as stated above.

- V. BEV will not be held responsible or liable for injuries caused by or due to: slippery floors or steps (entering/exiting the vehicle), loud music, broken glass, or low overhead clearance. Be advised, BEV has an interior ceiling height of 5'11".
- VI. BEV warrants that the shuttle bus has undergone regular maintenance and is in good, clean condition. The foregoing statement does not warrant that the shuttle bus will be free from unforeseen mechanical defects. In the case of a breakdown or mechanical failure, We will exert reasonable effort to get our customer(s) to their desired destination.
- VII. ASSUMPTION OF RISK BY CUSTOMER
We do not guarantee the safety or assume any responsibility for any personal articles or items lost, stolen, damaged or left in BEV. We are not responsible for delays in BEV's departure and arrival times caused by weather, road conditions, hazards, accidents, or other unforeseen events, including acts of God or war. The Customer hereby agrees that they are utilizing BEV at their own risk. The Customer agrees that they are voluntarily participating in all activities related to occupancy or use of BEV's equipment and services, and assume all risk of injury, illness, damage, or loss that might result, even if the risks arise out of the negligence or fault of BEV.
- VIII. WAIVER/RELEASE OF LIABILITY
Customer agrees that neither BEV nor any of BEV's Indemnitees, successors, or assigns shall at any time or to any extent whatsoever be liable, responsible or in any way accountable for any loss, liability, injury, death or damage to persons or property which at any time may be suffered or sustained by Customer or Customer's Representatives.
- IX. LIABILITY TO THIRD PARTIES
The Customer hereby agrees that he/she will indemnify and hold harmless BEV for all personal injuries, property damages, or any other damages to any and all third parties, including, but not limited to, guests, visitors, and minor children under the Customer's custody, care, and control.
- X. GOVERNING LAW
This agreement shall be governed and construed in accordance with the laws of State of North Dakota. Venue for any dispute shall be Burleigh County, North Dakota.

XI. SEVERABILITY

If any provision hereof is found invalid, illegal or unenforceable pursuant to any Governmental Order, the remainder of this Contract shall remain valid, legal and enforceable according to its terms, and such invalid, illegal or unenforceable provision shall be replaced with a provision that approximates the substance and spirit of the invalid, illegal or unenforceable provision as closely as possible without being invalid, illegal or unenforceable.

XII. DAMAGES

Customer agrees to pay for any and all damage and or cleaning which is a result or is required due to the conduct of any person on BEV. Including, but not limited to burns, spillage, vomit or other bodily fluids, broken glass/windows, damage to electrical systems, stereo components or lighting, excessive trash, scratches or tears noticed during or after rental of BEV. Customer agrees that the charges for such repairs and cleaning will be assessed to the credit card of the individual or entity who has rented the bus. In the event that the credit card cannot be charged, customer agrees to remit payment for damages/cleaning within (7) days of the event.

Contracted Time

This agreement is made on _____ between BEV(Vendor”) of Bismarck, ND
and _____ (“Customer”), as follows:

Contracted Price

The Customer agrees to pay \$ _____, for a 2-hour Holiday Light Tour!
+ Any Optional Driver Gratuity \$ _____.
For a TOTAL AMOUNT of \$ _____.

I have read and understand the terms of this contract.

Customer’s Signature

Date

BEV’s Signature

Date

Thank you for choosing BEV!

Merry Christmas, Happy Holidays, and

HAPPY NEW YEAR!