



A great time everyone can afford!

440.444.2222

Customer Contract

At Budget Rentals LLC we want you to have the most amazing and memorable party bus experience; however, there are several key rules that must be always followed. It is the responsibility of the signer of this contract to ensure that all guests are aware of the rules within this contract. Violation of these rules is grounds for immediate termination of the trip without refund. The driver has the authority to de-board an individual or all passengers at the first available safe location for any violation of these rules. The signer of this contract will be responsible for all balance(s) due, fees and/or penalties incurred.

THE RULES:

1. **No** smoking on the bus.
2. **No** illegal drugs.
3. **No** weapons of any kind are allowed on the bus.
4. Violence will **not** be tolerated.
5. **No** disrespectful behavior toward the driver.
6. Ohio State Law requires all guests be **21 or older** to drink alcoholic beverages.
7. Budget Rentals LLC is **not** responsible for lost, damaged or stolen items.
8. Please **stay seated** while the bus is in motion.
9. A **\$500.00 fee** may be charged if we have to clean up bodily fluids of any kind.

RESERVATIONS/PRICING

- Weekday Rate (Sun-Thurs): is \$115.00 per hr. with a minimum rental time of 4 hours.
- Weekend Rate (Fri & Sat): is \$135.00 per hr. with a minimum rental time of 4 hours.
- A \$250.00 refundable deposit is due at the time of your booking.
 - Deposit will be refunded within 2 business days of the completion of your event.
 - Processing of refund is subject to your bank.
 - Refund is subject to penalties listed within this contract.
- For trips more than 25 miles away from the pick-up location, there will be an additional fuel charge added to your quote total.
- All money due must be paid no later than 15 days prior to your event date.
- If you do not pay your balance in full no later than 15 days prior to your event date, you will forfeit your balance paid (if any) as well as your deposit.
- **Tip**: A minimum gratuity of 20% or more is strongly encouraged for ALL trips. A pre-determined gratuity can be included in your total at time of payment.

SHARED VALUE TRIPS

- Budget Bus offers a unique way to save money for smaller parties! If the number of individuals in your party is less than 7, and we have multiple inquiries for the same location, i.e. the Blossom Concert location, Budget Bus offers Shared Value Trips. Budget Bus may fill the remaining seats with another small party. In this case, we offer special pricing:
 - 5hr **maximum** service time.
 - \$40 per individual plus a minimum 20% tip.
 - This price includes one pick-up location for your party and one drop-off location for your party.
 - All other fees listed above will apply.

CANCELLATIONS

- If a cancellation is made more than 30 days prior to your event date, you will receive a full refund of your deposit and balance paid (if any).
- If a cancellation is made less than 30 days but more than 15 days prior to your event date, you will receive a 50% refund of your balance paid (if any); however, you will forfeit your deposit.
- If a cancellation is made less than 15 days to your event date, no refund shall be returned to you. This includes your deposit and your balance paid (if any).

RESCHEDULING

- If you need to reschedule more than 30 days prior to your event date, there will be no charge to do so.
- If you need to reschedule less than 30 days prior to your event date but more than 15 days prior to your event date, a \$100.00 fee will be charged and due at the time of rescheduling.
- We will not reschedule any event that is scheduled less than 15 days prior to your event date and no money will be refundable. This includes your deposit and your balance paid (if any).
- Prices and hourly minimums are subject to change for future dates should you reschedule.

OVERTIME BILLING

Overtime charges for services will be billed on the same credit card(s) used for payment. You are given 15 minutes grace period and then billed for another full hour.

DAMAGE OR THEFT

The client is responsible for all guest damages and items stolen from Budget Rentals LLC. For all damages, missing or stolen items the client will be charged for replacement materials at cost plus \$100 per hour labor, and any lost revenue during the down time. No shoes are allowed on the seats, walls, countertops or ceiling.

CLEANING CHARGE

Extra charges may be imposed for excessive mess by passengers (this includes excessive trash, beer cans, bottles, etc.) at \$250.00. Please help to avoid cleaning charges by removing your trash at the end of your event.

BIO HAZARD OR BODILY FLUID CLEAN-UP is an automatic \$500.00 charge per incident, **NO EXCEPTIONS** and this charge **WILL** be billed to the credit card on file. Professional cleaning and/or carpet replacement will be billed to the customer.

SMOKING

SMOKING IS NOT allowed in **ANY** of our vehicles. Smoking in our vehicle(s) will result in dismissal from the vehicle with **NO REFUND**.

CHAUFFEUR'S RESPONSIBILITY

The chauffeur's primary responsibility (in addition to transporting you safely) is to safeguard the vehicle. The vehicle will never be left unattended during your time. Your chauffeur is not allowed to "party" with you. In the sole judgment of the chauffeur, if they determine that the behavior of you or your guests for any reason is out of control, obnoxious, disrespectful, unsafe, illegal or irresponsible, or places lives and property in jeopardy, they can and will terminate the run on the spot. The chauffeur may or may not issue a WARNING before taking this action. If this happens, you will NOT RECEIVE A REFUND.

ALCOHOL

No alcoholic beverages are served by Budget Rentals LLC or its employees. Budget Rentals LLC will not be liable for passengers who have consumed alcohol prior to, on board, or after the trip is completed.

CONTRABAND

We will refuse to transport anyone in possession of a weapon or illegal substance. Authorities will be contacted. Possession or use of illegal drugs by anyone in the vehicle is prohibited.

LOST ITEMS

Make sure you have left nothing in the vehicle at the end of the run. This is your responsibility, and we will accept absolutely no liability for anything left behind, lost, missing or damaged. If you do leave something in the vehicle please contact us and you can make arrangement to pick up your item(s).

MEDIA

All entertainment including CDs, DVDs, MP3's is to be provided by the client.

DUI

The person making the reservation is responsible for making arrangements so that all other passengers are transported safely to and from pickup/drop-off location.

MECHANICAL FAILURE

If during your travel on board the Budget Bus, we are unable to fulfill our obligation on your event date due to mechanical failure of our vehicle, we will utilize public transportation, i.e. cabs, Uber, etc. to get you to your starting, ending, or event location at Budget Rentals expense. You will also receive a full refund including your deposit.

Terms and Conditions

The Business, BUDGET RENTALS LLC, is referred to as "Budget Rentals LLC" and the person who is reading this event agreement as customer is referred to as "customer."

Applicability-This Agreement applies to Budget Rentals LLC providing transportation for the Event. Any additional or different terms or conditions proposed by customer are objected to and are hereby rejected.

Prices and Payment-Upon reading this agreement, customer shall pay the designated amount explained above by credit card to reserve the date. Customer agrees to provide Budget Rentals LLC with credit card information and agrees that Budget Rentals LLC may charge any amounts due from customer to said credit card.

Additional Charges- When, at the request of customer, any change in service resulting in additional miles or hours, an additional charge shall be added, payment for which shall be due immediately. Tolls, highway fees, parking fees, etc. will be separate and additional elements in the determination of any additional charges. Any additional fees unforeseen prior to departure are the responsibility of customer.

Damage to Bus- The cost of repairing damage to the bus resulting from actions of customer and/or its guests shall be charged to customer and is payable as soon as such cost is determined. At the conclusion of the event, in the event an unusual amount of time and material are necessary to clean the bus properly, Budget Rentals LLC may, at its option, charge additional amounts to customer therefore and customer agrees to pay same immediately.

Arrival Time-The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. The operator is instructed to drive at all times in compliance with applicable law. Unusual road, traffic and weather conditions are beyond the control of Budget Rentals LLC and the operator, and delays occasioned by same will not be the responsibility of Budget Rentals LLC or the operator. Late arrivals due to these and other occurrences beyond the control of Budget Rentals LLC and the operator are not grounds for cancellation or reduced price.

Personal Items-Neither Budget Rentals LLC nor the operator assumes any liability or responsibility whatsoever for any personal property of customer and/or its guests. Baggage and any other personal property are at passengers' own risk.

Conduct of Passengers-Passengers shall not obstruct the operator or tamper with any apparatus or appliance on the bus. Budget Rentals LLC reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the operator feels threatened in any way.

Firearms-Firearms, Explosives and Fireworks. Possession of firearms, explosives and/or fireworks (whether in baggage or on the person) are strictly forbidden on the bus.

Prices Subject to Change-The total price is subject to change (i) if the price of fuel increases more than 20% from the date of this Agreement to the date of the Event (in which event there will be an additional fuel surcharge), or (ii) if there is a change in federal, state or local law or market conditions that require Budget Rentals LLC to incur material additional expense or to make material modification to the bus prior to the date of the Event.

Compliance with Laws and Rules-Customer shall comply, and shall be responsible for its guests' compliance with, all applicable federal, state and local laws and regulations, and any of Budget Rentals LLC's rules and reconfigurations a passenger of Budget Rentals LLC and in connection with the event, including, but not limited to, laws relating to the consumption of alcoholic beverages.

Certain Acknowledgements and Waivers-Customer is aware of the fact that riding in a motor vehicle and participating in the event and its related activities could potentially result in injury to customer and/or others and could potentially result in

property damage. Customer voluntarily assumes the risk of injury or death to customer while being a passenger of Budget Rentals LLC and participating in the event, and voluntarily assume the risk of property damage. Customer hereby releases and covenants not to sue Budget Rentals LLC Inc, the operator, and their respective officers, directors, shareholders, employees and agents (the "Released Parties"), from any and all liability, loss, damage, costs, fines, penalties, claims and/or causes of action ("Claims") that may now or hereafter exist, arise or be caused, whether negligently or otherwise, in connection with being a passenger of Budget Rentals LLC and/or the event, including, but not limited to, claims related to death, personal injury, bodily injury, and/or property damage or destruction.

Customer further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal force and effect Budget Rentals LLC reserves the right to require all passengers to sign its standard Participant Liability Release form.

Indemnification-Customer agrees to indemnify and hold harmless the released parties from and against all claims which may be brought or entered against any of them as a result of customer's and its guests' participation in the event, customer and its guests being passengers of Budget Rentals LLC, and/or customer's and/or its guests' failure to comply with Budget Rentals LLC's rules and regulations and/or applicable law. The indemnification shall include attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement.

Limitation of Liability-IN NO EVENT SHALL BUDGET RENTALS LLC OR THE OPERATOR BE LIABLE FOR CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM BUDGET RENTALS LLC'S PERFORMANCE, EVEN IF BUDGET RENTALS LLC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT NEITHER BUDGET RENTALS LLC NOR THE

OPERATOR SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR AN AMOUNT GREATER THAN THE TOTAL PRICE OF EVENT.

Force Measure-Budget Rentals LLC shall not be held responsible for any delay or failure of performance hereunder caused by acts of God, war, riot, fire, explosion, flood, strike, lock-out, injunction, governmental law or regulations, or any other cause beyond the control of Budget Rentals LLC.

Default-In the event of bankruptcy or insolvency proceedings involving customer, in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if customer is insolvent or fails to perform any obligation arising under this agreement, including, but not limited to, default of payment, Budget Rentals LLC may, without any liability whatsoever and without prejudice to any other rights or remedies which Budget Rentals LLC may have at law or in equity, immediately terminate in whole or in part, further performance by Budget Rentals LLC of its obligations arising.

Collection-Customer agrees to reimburse any sums expended by Budget Rentals LLC, including but not limited to, attorneys' fees, collection fees and any other expenses incurred by Budget Rentals LLC in collection of payment for any amount due to Budget Rentals LLC.

"I Agree" I have executed this agreement intending to be legally bound and accepted and agreed to the Rules/Terms & Conditions within this contract by signing my name below.

Customer Signature

Date

Print Customer Name