

### **Untapped Sights & Tours LLC**

Signature requested on March 17, 2024

# 2024 Tour Contract-Example Contract

Business: Untapped Sights & Tours LLC untappedsightsandtours@gmail.com (616) 212-3378 Recipient: John Doe untappedsightsandtours@gmail.com

This contract is between Untapped Sights & Tours LLC (the "Business") and John Doe (the "Client") dated 03/17/2024.

Overview of expectations for Untapped Sights & Tours and cancellation policy. This is an example of the contract and the wording that is used. You will receive a copy of this with your final invoice after you book.

## Terms

#### **Cancellation Policy**

Cancellation Policy: If a booking is cancelled at least 30+ days before the scheduled tour, 100% of payment will be refunded to the customer including the deposit. Service fees will be charged. If cancelled less than 30 days, the deposit is non-refundable. If a customer has paid the remaining balance on the tour, they will be refunded all money except for the deposit. Service fees will be charged. Prepaid tasting fees can typically be refunded if a tour is cancelled. This is subject to change at the winery's discretion.

#### Payment

Payment: Untapped Sights & Tours, LLC accepts Cash, and all major credit cards. Tours must be paid in full no later than the day before the scheduled tour. If you plan to pay cash, you may pay the driver at the time of pick up, prior to the start of the tour. There is a 2% service fee for all credit card charges. This 2% service fee is waived if paid in cash. If you select a location that requires prepaid tastings fees for reservations, you will receive a separate invoice. Prepaid

tasting fees are due within 2 weeks of receiving the invoice.

#### Cleaning/Damage Fee Policy

Cleaning/Damage Fees Policy: Untapped Sights & Tours, LLC does not allow decorating of the bus unless prior approval has been given by the owner. Glitter and confetti are not permitted on the bus. If you get sick or cause damage to property due to poor choices/over intoxication there will be a cleaning fee of up to \$150. If damage occurs to Untapped Sights & Tours, LLC's property, the cost will vary depending on the extent of damage.

#### Itinerary

Itinerary: Customers are emailed an overview of locations and is expected to respond to that email by the listed date with the locations they would like to visit. If you do not respond with your locations by the listed date, then Untapped Sights & Tours, LLC will choose your locations to allow reservations to be made in a timely manner. Customers are expected to follow the itinerary and will be given a 10-15 minute warning at each location so they can pay and wrap up their visit at the location in a timely manner. We will not change the itinerary or make unexpected stops. If there is an unexpected issue at a location that does not allow for visits the day of the tour, Untapped Sights & Tours, LLC will notify you and select a location that is appropriate to pair with the other locations. Starting and ending times are enforced by the driver.

#### Overview

Untapped Sights & Tours, LLC is not responsible for any lost, stolen, or broken items during a tour, or items left after a tour has ended.

There is NO SMOKING/VAPING allowed on any vehicle.

Alcoholic beverages are not allowed outside of the bus during the tour. You MAY NOT bring outside alcohol into an establishment. You may drink on the bus, but we request that you only drink alcoholic beverages purchased at establishments visited during the tour. We promise there will be plenty of opportunities to purchase. Keep in mind if you must drive after your tour. Untapped Sights & Tours is not responsible for any poor decisions made during your ride or after you leave. Please drink responsibly! We want everyone we service to have a wonderful time, but our number one priority is promoting safety!

Untapped Sights & Tours, LLC is not responsible for underage consumption of alcoholic beverages at any time before, during, or after the tour. The driver has the right to inspect ID's and containers of passengers who appear underage or who are violating the drinking on the bus policy. Locations will require an ID for consumption. If an individual is under the age of 21, they will be provided a bracelet that notes that they are under the legal drinking age.

No pets are allowed on the bus, except for registered service animals. If you require a service animal, please research establishments we will be visiting during the tour to learn about their service animal policies.

Untapped Sights & Tours, LLC driver and/or owner reserves the right to eject any individual(s) who they deem to be belligerent, overly intoxicated, pose a safety threat to themselves or to others, or deemed to be using an illegal substance. For any actions such as fighting, violence, damage to equipment and/or bus, or harassment towards the driver, staff at establishments we visit or anyone around. Untapped Sights & Tours, LLC reserves the right to terminate the tour and the customer(s) will be responsible to find other transportation back to their pick up/drop off location. If individual(s) are overly intoxicated after leaving a location, the driver reserves the right to not bring the group to remaining locations and the tour may end early with the group returning to pick up/drop at location. Establishments reserve the right to refuse service at any time they deem an individual(s) to be overly served/intoxicate. Remember we are NOT a party bus. We want our customers to enjoy their tour, but also expect them to be respectful of the establishments we visit and to the driver.

By scheduling and participating in the tour, the customer agrees that Untapped Sights & Tours, LLC 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 tour.

By agreeing to this contract, the above customer agrees to assume full responsibility for any damages to the interior or exterior of the bus that is caused by any individual riding in the bus. The client is liable for the cost to repair.

Untapped Sights & Tours, LLC is not responsible for injuries or accidents in and around the bus. Alcohol impairs motor skills, balance, and judgment. Customers are asked to remain seated while the bus is in motion. Move about at your own risk. Please use caution on the steps.

Untapped Sights & Tours, LLC is NOT LIABLE in cases of unexpected vehicle breakdowns, accidents, severe weather, or anything that may delay a timely arrival or cause cancellation of the trip. In the event of a cancellation due to mechanical problems, the trip may be rescheduled for another date. If a tour must end early because of a mechanical issue with the bus, Untapped Sights & Tours will ensure that all individuals on the bus are returned to their pickup/drop off location and a full refund will be provided. The customer will be notified as soon as possible to let them know of unexpected problems that may postpone trip times.

By Booking this tour, you are agreeing that you have read the rules and regulations (listed on FAQ section of the website and it is requested on the booking page that you refer to this

information prior to booking) and agree to abide by them. A copy of the FAQ with the rule is also sent to you via email. You understand that you accept full responsibility for all damages or thefts that occur during your rental for all members involved in your tour. You agree that passengers will not exceed the legal passenger limit of 14. You have the right to inspect the vehicle prior to your trip and report any noticed damage. You have accepted Untapped Sights & Tours, LLC in good faith, and agree to the listed price of the vehicle rented. If the event exceeds the ending time of the original reservation, you agree to the additional charge of the vehicles per hourly rate. You agree to pay for all services rendered at the time of pick-up, and any additional hours at the trips end. You agree to personally explain these rules and regulations to persons of your group.

### Signatures

This contract may be signed electronically or in hard copy. If signed in hard copy, it must be returned to the Business for valid record. Electronic signatures count as original for all purposes.

By typing their names as signatures below, both parties agree to the terms and provisions of this agreement.

### **Business signature**

Owner name	Untapped Sights & Tours, LLC
Owner signature	Untapped Sights & Tours, LLC
Business date signed	03/17/2024

### **Recipient signature**

Recipient name	
Recipient signature	
Recipient date signed	