

# Cville Party Bus Rules:

At Cville Party Bus we want you to have the most amazing and memorable party bus adventure; however, there are several key rules that must be followed at all times. Violation of these rules is grounds for immediate termination of the trip without refund. The driver has the authority to de-board individual or all passengers at the first available safe location for any violation of these rules. For a more detailed list of our terms and conditions please review our full company policy [here](#).

## The Rules

1. No smoking (or vaping) on the bus.
2. No illegal drugs.
3. No weapons of any kind are allowed on the bus (including sharp items).
4. Violence will not be tolerated.
5. No disrespectful behavior toward the driver, host, or other guests.
6. Virginia State Law requires all guests be 21 or older to drink alcoholic beverages.
7. Cville Party Bus is not responsible for lost, damaged or stolen items.
8. Please stay seated while the bus is in motion.

9. A \$250.00 fee may be charged (per incident) if we have to clean up bodily fluids of any kind!

10. Have Fun!!

#### RESERVATIONS and CANCELLATIONS:

Please message us or call to reserve an adventure. We accept major credit cards, checks (must clear before reservation is held), and cash for the down payment or if paid for in full one month ahead of time. Only credit cards or cash will be accepted for any other payments. A 25% deposit is required at the time of reservation. If you decide to contact us to cancel your trip for any reason 30 days or more in advance, then we will refund your deposit in full or you may reschedule the trip for another time (only one time rescheduling is allowed). If you decide to cancel your trip for any reason with less than 30 days before your originally scheduled trip, the deposit will be forfeited.

**OVERTIME BILLING:** Overtime charges for services will be billed on the same credit card(s) used for payment. You are given ten 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 Cville Party Bus. For all damages, missing or stolen items the client will be charged for replacement materials at cost plus \$75 per hour labor, and any lost revenue during the down time. No shoes or sharp objects are allowed on the seats or walls.

**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.

**BIOHAZARD OR BODILY FLUID CLEANUP** is an automatic \$250.00 charge per incident, **NO EXCEPTIONS** and this charge **WILL** be billed to the credit card on file. Professional cleaning and/or material replacement is expensive.

**SMOKING AND/OR VAPING IS NOT ALLOWED:** Smoking/Vaping in our vehicle(s) will result in: 1st offense: \$250 fee, 2nd offense: 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 always be attended or locked during your time. Your chauffeurs are 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 Cville Party Bus or its employees. Cville Party Bus will not be liable for passengers who have consumed alcohol prior to, on board, or after the trip is completed.

CONTRABAND: Cville Party Bus 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 we will be glad to return it at our convenience for a travel fee.

DUI: The person making the reservation is responsible for making arrangements so that no one in your party is put in a position of driving under the influence.

## Terms and Conditions

tellAplay Entertainment, LLC is referred to as "Cville Party Bus" and the person who is reading this Event Agreement as customer is referred to as "Customer."

Applicability-This Agreement applies to Cville Party Bus 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 agreed upon amount by credit card, cash, or check (Check must clear) to reserve the date. Customer agrees to provide

Cville Party Bus with credit card information and agrees that Cville Party Bus 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, Cville Party Bus 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 Cville Party Bus and the operator, and delays occasioned by same will not be the responsibility of Cville Party Bus or the operator. Late arrivals due to these and other occurrences beyond the control of Cville Party Bus and the operator are not grounds for cancellation or reduced price.

Personal Items-Neither Cville Party Bus 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 is at passengers' own risk.

Conduct of Passengers. Passengers shall not obstruct the operator or tamper with any apparatus or appliance on the bus. Cville Party Bus 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, 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 a fuel surcharge), or (ii) if there is a change in federal, state or local law or market conditions that require Cville Party Bus 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 Cville Party Bus' rules and reconfigurations a passenger of Cville Party Bus, 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 Cville Party Bus and participating in the Event, and voluntarily assume the risk of property damage. Customer hereby releases and covenants not to sue tellAplay Entertainment, LLC (DBA Cville Party Bus), the operator, and their respective officers, directors, 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 Cville Party Bus 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 Cville Party Bus 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 any and 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 Cville Party Bus, and/or Customer's and/or its guests' failure to comply with Cville Party Bus' 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 Cville PARTY BUS OR THE OPERATORS BE LIABLE FOR CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM CVILLE PARTY BUS' PERFORMANCE, EVEN IF CVILLE PARTY BUS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT NEITHER CVILLE PARTY BUS NOR THE OPERATORS SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR AN AMOUNT GREATER THAN THE TOTAL PRICE OF EVENT.

Force Measure: CVILLE Party Bus 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 Cville Party Bus.

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, Cville Party Bus may, without any liability whatsoever and without prejudice to any other rights or remedies which Cville Party Bus may have at law or in equity, immediately terminate in whole or in part, further performance by Cville Party Bus of its obligations arising.

Collection: Customer agrees to reimburse any sums expended by Cville Party Bus, including but not limited to, attorneys' fees, collection fees and any other expenses incurred by Cville Party Bus in collection of payment for any amount due to Cville Party Bus.

**Customers must sign below** acknowledging that they have read, understand, and agree to follow Cville Party Bus' Rules, Policies, and Liability information. By signing below, they also understand that video and pictures may be taken of them while on board the Cville Party Bus and may be used for promotional and advertising purposes by tellAplay Entertainment, LLC.

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Customer Signature

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Customer Print

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Date

Sign below if you do not wish to have your picture or video used for marketing purposes: