

# Term & Condition

**1. Reservation Policy:** **a)** Client hereby verifies that ALL of the above information is correct and represents to be at least 18 years of age and legally capable of entering into this contract under the laws of the State of Maryland. **b)** Elite Voyage Party Bus, LLC requires a 40% non-refundable deposit upon booking the reservation, with or without signature. All deposits used to hold a reservation are nonrefundable. Elite Voyage Party Bus, LLC will not guarantee its performance unless the minimum deposit is made. Failure to cancel your reservation immediately constitutes acceptance of these terms and policies. **c)** Itinerary or request changes to the rental are based upon availability and require a minimum of 48-hour notice. All changes must be made in writing (by fax or email). Change requests sent by voice mail message will not be accepted. Any changes in arrival or destination locations may result in additional charges (travel charges). The company will not be held liable for incorrect address locations or invalid directions supplied by the client. An itinerary is required for all reservations. There will be absolutely **NO CHANGES** made on the day of service. **d)** Elite Voyage Party Bus shall not be held liable for any items left or damaged in the vehicle and shall not be responsible for the safe-keeping of any item.

**2. Damages Policy:** Client shall be liable for all damages to the vehicle sustained during the client's services, including but not limited to all spills, rips, tears, burns, or damage to the TV/stereo or other equipment. Client agrees to pay a service charge of \$300 to clean any vomit or spillage in the vehicle. Other charges are as follows, Smoking in the vehicle \$400; Cigarette Burns \$500; Ripped or damaged upholstery \$700; Stained carpet \$200; Excessive Mess \$200.

**3. Overtime** will be permitted upon vehicle availability. OT rates are non-negotiable and will be charged to the customer according to the GPS Tracking report for the vehicle. Chauffeurs cannot waive OT. OT is charged by hr., not prorated per minute or half hrs. ***Client shall pay for parking expenses and tolls.***

**4. Liability Policy:** **a)** Client understands and accepts that Acts of God, unforeseen traffic situations, and severe weather conditions can delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond the control of Elite Voyage Party Bus, LLC, for which company shall not be liable to customer. There shall be no recourse for any of these types of occurrences. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. No refund is due if a replacement vehicle is sent and the customer refuses the replacement vehicle. If no replacement vehicle is available, a refund shall be limited to the amount paid by customer. In taking action for vehicle replacement or in an emergency situation, the company reserves the right to sub-contract client's rental to another bus service. **b)** Elite

Voyage Party Bus, LLC will not guarantee its performance unless the minimum deposit is made. All outstanding balances must be paid in full prior to the service date. Customer agrees to pay a late charge of 2% per month for any unpaid balance or attributable damages and shall reimburse Company for its costs of collection, including reasonable attorney's fees incurred. **c)** Vehicles are sold or updated at the discretion of management; therefore Elite Voyage Party Bus, LLC, reserves the right to change, without notice, color, and type of bus to allow for any unforeseen schedule emergencies or if a replacement vehicle is needed. ALL special requests including but not limited to color, chauffeur, and style of bus are not guaranteed. No refunds or adjustments are issued for Elite Voyage Party Bus, LLC's inability for any reason to provide any type of complementary services or amenities. **d)** Except in the willful misconduct or gross negligence of company, its agents, or employees, customer hereby waives any and all claims against company, its agents, or employees for injury, loss, or damage, including consequential damages, to customer's person or property from whatever cause. In addition, the customer waives any right of subrogation regarding the same.

**5. Payment:** **a)** In the event that a Balance is due, it must be paid to the driver upon arrival by cash. Any charges processed on a Credit Card (pre-arranged with the office) will require the Card Holder to be present upon arrival to supply a verification Imprint and Signature. All balances paid by credit card will result in a 5% service fee. **b)** The minimum contract price is fixed once this contract is signed. Early dismissal, downsizing, or shortening of rental hours, will not adjust the price. There will be a \$50 charge per each additional stop.

**6. Code of Conduct:** **a)** Aggressive, rude, belligerent, or drunken behavior, as well as fighting, will result in contract termination. Elite Voyage Party Bus, LLC reserves the right to institute and establish rules and regulations of guest conduct, which may be amended from time to time, including termination of rental, without refund, due to non-compliant guest conduct. Elite Voyage Party Bus, LLC reserves the right to terminate service and/or discharge any passenger if any passenger interferes with the safe operation of the vehicle and driver's safety. **b)** Client understands that there will be NO EATING (with the exception of munchies: i.e., pretzel, cracker & cheese ONLY. NO cupcakes/cakes; NO chicken wings, NO pizza, etc.). NO SMOKING in the vehicles, or the trip will be TERMINATED immediately. \*\* NO SMOKING WHATSOEVER\*\* **c)** Person (S) under the age of 21 is prohibited from consuming any type of alcohol in our vehicles. **d)** Client agrees that his/her party will not exceed the passenger capacity of the vehicle provided. Passenger capacity is for AVERAGE size adults.

**7. Prom Promise Agreement:** NO ALCOHOL ALLOWED; if any alcohol or drugs are found in the vehicle during service, the service will be terminated, parents will be contacted, and vehicle to leave the premises, and no refunds shall be issued. ONLY Parents are permitted to make Prom reservations - no student, even if over the age of 18, is permitted to contract a vehicle with Elite Voyage Party Bus, LLC. Prom reservations require a 40% deposit, paid by credit card.

Remainder balance must be prepaid at least 7 days before service by cashier's check or money order. If payment is not received on time and a credit card charge is a must, there will be an additional 5% credit card processing fee on the total balance. Customer will tip driver. If the driver does not get any tip, a \$75 charge will be added to the credit card on file.

**8. Night Outs:** Itinerary required 48 hours prior to service. Driver will follow the itinerary provided, and no changes to be made on the night of service. There will be absolutely *NO* staying on the bus during stops. Bus to remain clean or pay an Excessive mess fee of \$200. Customer to tip driver. If driver does not get any tip, there will be a \$75 charge added to the credit card on file.

**9. Cancellation and No-Show Policy:** Elite Voyage Party Bus, LLC requires a 40% non-refundable deposit upon booking the reservation. The remaining balance will be charged 48 hours prior to the reservation date (unless prepaid by check or upfront in cash the day of). Elite Voyage Party Bus, LLC requires 7 days notice prior to the reservation date to cancel a reservation, or the remaining balance is non-refundable. Cancellation with less than the required notice will result in a full charge, which will be placed on the credit card used for the reservation. Cancellation with more than the required notice will result in a loss of the 40% deposit. All deposit used to hold a reservation is non-refundable. Cancellations must be in writing (emailed or faxed). Client understands that Elite Voyage Party, LLC does not give refunds at any time and for any reason. All deposits and payments applied to the contract become non-refundable. Client authorizes Elite Voyage Party, LLC to charge any unpaid charges to the above credit card and personally guarantees full payment.

**Failure to cancel your reservation immediately constitutes acceptance of these terms and policies.**

**10. Standard Liability Clause/Jurisdiction:** Claims or complaints must be reported in writing (via email or fax) within 48 hours. The Elite Voyage Party Bus, LLC will respond within 7 days. Client agrees to bring all claims relating to this contract to the courts of Upper Malboro, Maryland. Client further consents to jurisdiction in Upper Malboro, MD.

**Acceptance of Terms:**

Entry into a vehicle constitutes acceptance of these terms as well as authorization to charge the credit card on file for any fees or damages discussed herein.

By signing below, I agree to all the terms and conditions listed above:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

