



EQUIPMENT & PARTY RENTALS

featuring **the COSTUME CORNER STORE**

The following are rules on the bus and if broken could result in a loss of deposit.

- No smoking
- No illegal drugs
- No underage drinking
- No standing on seats
- In order to prevent excessively large spills, kegs and barrels of beer, or water coolers filled with liquids are prohibited
- Guests are welcome to bring their own alcohol beverages and enjoy them while riding the bus. However, guests may not carry open containers of alcohol onto or off the bus.
- If you do spill, please clean it up right away.
- No guns and knives
- While the bus is in motion, passengers must sit
- If you wish to bring food you may. Please, no foods that will leave permanent odors such as fish. Jello Shots are allowed but please clean up the mess
- No sitting on the bar or back of seats
- No glitter and confetti
- No silly string
- Standing while bus is in motion could result in passenger injury. D I Y Rentals is not responsible for any injuries due to a passenger who stands while the bus is in motion

CONTRACT FOR CHARTER SERVICES

This Charter Service Contract (the "Contract") is made effective as of _____ (the "Effective Date"),

by and between Client: _____ (Client)

and D I Y Rentals INC "Party Bus" of 1251 N Fruitridge Ave, Terre Haute IN 47804

DESCRIPTION OF SERVICES. Beginning on _____ - _____ - _____, D I Y will provide to the Client the following services (collectively, the "Services" or "run"). (The "Client" Refers to the "Attestant", "Witness" and or "Signatory"):

D I Y will pick up and transport you and your party ("parties"), from a predetermined location at a specified time on the day of the booking, and will transport you around Terre Haute, and the surrounding areas, then return you to the original location at a specified time created upon departure.

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 D I Y and the operator, and delays occasioned by same will not be the responsibility of D I Y or the operator. Late arrivals due to these and other occurrences beyond the control of D I Y and the operator are not grounds for cancellation or reduced price.

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PERFORMANCE OF SERVICES. (1). Both D I Y and the Client shall inspect the Charter prior to the engagement. Any prior damage shall be noted and recorded for the client's protection and safety. The Charter shall be re-inspected upon conclusion of the engagement, by D I Y and the client. Any new damage found in the Charter will be the responsibility of the Client. The client will be charged for all repairs and any unusual cleaning that was caused by the Client or anyone accompanying the Client. (2). D I Y shall reach the pick-up point and location on time as required by the Client. Any delay by D I Y in reaching the pick-up location should be communicated to the Client. Force Majeure, D I Y 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 D I Y.

DEPOSIT. At the time of Booking, the Client shall pay a non-refundable deposit of \$100.00 to D I Y for the purpose of Reserving the Charter for a specific date outlined above.

PAYMENT. Remaining Balance shall be made to D I Y, located at 1251 N Fruitridge Ave, Terre Haute In 47804. ("remaining balance" Refers to the remaining charge of the Service(s) minus the Deposit). Acceptable form of payment is cash.

In addition to any other right or remedy provided by law, if the Client fails to pay for the Services when due, D I Y has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies. A \$30.00 fee for bad Check and Credit/Debit Card processing will apply.

ADDITIONAL FEES AND CHARGES. The Client agrees to pay any additional charges incurred such as overtime, mileage, tolls, or parking fees. D I Y will provide an itemized invoice describing in detail each additional fee and the cost associated with such.

Gratuity. If the Gratuity is not already included in your "Run", A 20% Gratuity Charge for the Driver is Required and will need to be paid by the end of your trip.

OVERTIME BILLING. Overtime charges for services will be billed by CASH ONLY. You are given ten minutes' grace period and then billed for another full hour at 100 dollars per hour due before overtime will be given.

LOST ITEMS. D I Y will not be responsible for lost items and accepts absolutely no liability for anything left behind, lost, missing or damaged. If something is left in the vehicle D I Y will be glad to hold it at 1251 N Fruitridge, Terre Haute IN 47804 to be picked up. Any items left over 30 days will be discarded.

CLEANING CHARGE. Extra charges may be imposed for excessive mess by passengers (this includes excessive trash, beer cans, bottles, cigarette butts, etc.) at \$125.00. 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 \$250.00 charge per incident, **NO EXCEPTIONS** and this charge WILL be billed to the credit card on file.

ALCOHOL, DRUGS AND WEAPONS. D I Y will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages be consumed or used by any person under the legal drinking age. The Client further understands and agrees that it is D I Y's policy that no illegal drugs or illegal use of drugs, contraband or weapons be used or in the possession of any passenger during transport. In the event the Charter is seized or damaged due to the Client's improper use of alcohol, weapons or illegal drugs or contraband, The Client shall be held responsible for additional charges due to down time in which the vehicle is unable to be hired out and for repairs to any damages. Alcoholic beverages are not allowed outside of the bus during the trip. "Contraband", "Drugs", and "Weapons" are defined and solely based on the discretion of the driver and/or D I Y. D I Y and the Driver retains the right to end any event due to the possession, or improper use of Alcohol, Drugs, and Weapons by any passenger.

CLIENT SAFETY. The Client or anyone traveling in the Charter under this Contract shall remain inside of the passenger cabin at all times while the vehicle is in motion and shall not stand or hang out of the escape hatches or windows. D I Y will not be responsible for injuries that may occur due to misconduct while the vehicle is in motion, at a standstill or entering and exiting of the vehicle. The Client is responsible for the behavior, actions and damages caused by any guests or individuals the Client permits to join in using the Charter service. For any actions, such as harassment, fighting, violence, damage to equipment and/or bus, toward the driver, staff or anyone else in or around the bus, the driver reserves the right to terminate the trip. Thus, the client will be responsible to find other transportation and forfeits their full fare.

DAMAGE OR THEFT. The client is responsible for all guest damages including vandalism and items lost or stolen from D I Y. 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.

SMOKING. It is the policy of D I Y that no smoking takes place inside of a Charter that has been designated as a non-smoking bus. The Client will be held responsible for any damages or cleaning costs necessary due to violation of this policy. (see cleaning charges).

CANCELLATION POLICY. A minimum of 7 days' notice will be required for cancellation of this Contract and a forfeit of the down payment plus a \$100.00 Cancellation Fee. Any cancellation made with less than 24-hour notice prior to the agreed upon service date will result in full payment by the client.

PROVIDER SAFETY. D I Y is responsible to ensure each of D I Y's employee's, drivers, and workers receive orientation to his or her job duties, including specific safety requirements, prior to beginning the assignment. No employee, driver or worker of D I Y will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

PERMITS. D I Y has obtained or shall obtain at D I Y's sole expense all permits licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Contract. D I Y shall provide the Client with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

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CONFIDENTIALITY. D I Y, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of D I Y, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal or compromising to the Client or whoever the client permits to use D I Y's services. D I Y and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract:

1. The failure to make a required payment when due.
2. The insolvency or bankruptcy of either party.
3. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
4. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 7 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE CONTRACT. This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

WAIVER OF CONTRACTUAL RIGHT. The failure to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES.

This Agreement shall be signed on behalf of Service Provider:

D I Y Rentals INC. and

Client _____ Date _____

Client Name : _____

Address: _____

Phone #: _____

Email: _____

Contract Number _____