

PARTYNRIDENASHVILLE LLC

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Terms and Conditions of Rental Agreement

This Agreement is entered into by **ENTER HOST NAME** (the “Host”). PARTYNRIDENASHVILLE LLC will strictly enforce all federal and state laws and maintain a zero-tolerance compliance policy that alcoholic beverages are prohibited onboard the party vehicles if any passenger is not of legal drinking age. The Host will notify all passengers and enforce this policy along with Party N’ Ride Nashville.

Charter Reservation: Under 21 Years of Age

We require all charters to be reserved by someone who is 21 years of age or older. If any of your passengers are under 21 years of age, you must have a parent/guardian be the signatory on this agreement. By signing this Agreement, the signatory agrees to act as the Host. Along with the signed contract, the Host will need to provide a copy of valid state-issued identification, email address, and cellphone number. The vehicle may not begin the charter unless all required documentation is received.

All group charters under the age of 16 must have a parent/guardian monitor present at the boarding of the charter. The adult signee will be the onboard parent/guardian chaperone. The onboard parent/guardian will be present at the boarding of the charter to ensure that passengers do not bring alcohol or contraband on board. No coolers or bags larger than a wristlet or wallet (i.e. 8 in x 5 in) are allowed on the vehicle. The client agrees that the monitor can search everyone’s items and person as they board the vehicle and once onboard, including but not limited to looking into any belongings or passenger pockets. The adult chaperone must ensure that no underage alcohol possession, consumption, or other illegal activities occur during the charter on board or at any desired destinations.

If an underage passenger is found in possession of alcohol or appears intoxicated, the chaperone will call a parent/guardian and the attendant to inform the charter termination and all passengers will be immediately transported back to the pickup location. Under this policy, the driver/attendant also reserves the right to either transport all passengers directly to the local police department or park on the side of the road and wait

for parents/guardians to pick up their underage passenger. No refunds are given if the charter is terminated for underage alcohol possession, drugs (paraphernalia) or intoxication.

Charter Reservation: Over 21 Years of Age

Alcoholic beverages can be brought onboard the vehicle if ALL passengers are over 21 years of age. Every passenger must present a valid state-issued form of identification to the driver at the time of boarding if alcohol is carried on the vehicle. Illegal substances of any kind are prohibited onboard the vehicle. If alcoholic beverages are brought on board, it is the Host's sole responsibility to ensure that all passengers are of legal drinking age and carry a valid identification card. Any passengers who fail to present a valid form of identification will be unable to board the vehicle when alcohol is present. The Host may opt to either a) remove all alcohol from the vehicle or b) deny access to the individual. Then, if discovered, the Host is reliable for any harm or damages done to the vehicle and assume all risks from that point.

PARTYNRIDENASHVILLE LLC shall not be responsible for passengers who become inebriated or over-consume alcohol during the charter. Each passenger is responsible for monitoring their alcohol intake and drinking responsibly. The Host shall be responsible for ensuring that all passengers have a designated driver to/from the pick-up/drop-off location when necessary.

PARTYNRIDENASHVILLE LLC cannot guarantee the entrance to destination establishments due to overcapacity or other foreseen issues by the establishments. There is no recourse or refunds offered if passengers are unable to receive any VIP Privileges at destination establishments. If no destination is provided prior to the charter start, the driver will follow a designated route throughout the City of Nashville as designated.

General Charter Regulations

PARTYNRIDENASHVILLE LLC shall not be responsible for any injuries that may occur due to horse playing or inebriation while the vehicle is in motion, at a standstill, or entering or exiting the vehicle. All passengers will keep body parts such as arms, feet, hands, etc. inside the vehicle always. Passengers will stand behind the yellow/white line at the front of the vehicle while it is in motion. The attendant will always maintain order on the bus.

PARTYNRIDENASHVILLE LLC strives to ensure the best operating condition of all its accessory systems, but due to unpredictable failure rates of accessory systems, we cannot guarantee the operation of all our electronic systems. No refunds or adjustments are given for accessory system failures or unavailability unless all systems are down. We cannot

guarantee the assignment of the requested vehicles but will do our best to accommodate your request.

PARTYNRIDENASHVILLE LLC recommends that all personal valuables be removed from the vehicle when unattended. PARTYNRIDENASHVILLE LLC shall not be responsible or liable for lost or stolen items from the vehicles or any establishments that you visit.

PARTYNRIDENASHVILLE LLC will provide coolers, ice, cups, and napkins for the charter. Outside food may be brought onboard the vehicle by the Host only. The Host is responsible for providing plates and cutlery. Only disposable plates and cutlery shall be brought onboard the vehicle. Glass items are not permitted onboard the vehicle.

The pick-up/drop-off location is located at 1440 Fitness, 63 E Thompson Lane, Nashville, TN 37221. There shall be only one designated pick-up/drop-off location. The Host understands that the time of the charter begins and terminates when the vehicle leaves the pick-up/drop-off location. The client acknowledges that PARTYNRIDENASHVILLE LLC shall not travel outside of Tennessee and will be denied any request to alter the charter to an out-of-state destination. PARTYNRIDENASHVILLE LLC is not responsible for being late due to traffic or inclement weather.

PARTYNRIDENASHVILLE LLC guarantees that the vehicle provided will accommodate the number of passengers that is provided by the Host when booking the reservation. If more passengers are present at the time of boarding, the Host may choose to a) pay additional costs for a secondary vehicle, or b) turn away additional passengers (this will be at the attendant's discretion). Depending on the size of your party and the type of event booked, an additional monitor may be present to assist the driver with general onboard operations. If the tour start time is delayed in order to make arrangements to accommodate an excessive number of passengers, the charter will still terminate at the scheduled time.

Wristbands or another mechanism for counting passengers will be used to track the number of passengers. Stops may be made as requested (within route) throughout the event, however, all passengers must show the visible wristband for re-entry to the vehicle.

Payments

Payment is due at the time of booking. If a reservation is cancelled more than fourteen (14) days before the scheduled charter, payment will be refunded. If a reservation is cancelled within fourteen (14) days of the scheduled charter, the Host will not receive a refund but can re-book the charter on a date no later than ninety (90) days after the initial scheduled charter.

Receiving credit card information by any method such as in-person or online denotes a commitment to purchase charter services and authorization to charge the credit card. Regardless of payment method, all charters require a valid credit card on file in case of overtime, overcapacity, damages or incidentals.

No cash payments to the driver will be accepted for the original charter or additional costs. Should you either request additional hours or go overtime, you agree to have the set amount, in increments of one-hour blocks, charged to your credit card on file. If more passengers are present than the vehicle is equipped to carry, a secondary vehicle will be sent for the additional persons and you will be billed accordingly. At the end of the charter, any damage caused to the vehicle and/or windows by passengers will be assessed and billed to the Host. There is an automatic \$250 fee for extensive cleanups such as spills or sickness/vomiting, etc. This amount will be charged to the credit card on file.

The Host acknowledges that payment, in any form, is acceptance of these terms, conditions, and disclaimers. The Host also accepts responsibility to inform all passengers of the same and to enforce all terms and conditions and disclaimers. It is recommended that the Host inform all passengers to read and acknowledge this disclaimer before boarding the party vehicle.

The Host shall defend, indemnify, and hold PARTYNRIDENASHVILLE LLC harmless against any claim, lawsuit, or complaint of loss or liability to any person or property arising out of the performance of PARTYNRIDENASHVILLE LLC under this Agreement.

It is agreed by and between the parties that in the event it becomes reasonably necessary for either party to institute legal proceedings to enforce any provision of this Agreement, and if successful, he or she shall also be entitled to a judgment for reasonable expenses including attorney fees incurred in prosecuting the action.

This Agreement shall be interpreted in accordance with the substantive law of the State of Tennessee. The Parties agrees that the federal and state courts of Davidson County, Tennessee shall have exclusive jurisdiction in any controversy relating to or arising out of this Agreement. Both Parties hereby submit to the exclusive jurisdiction and venue of any such court. If any provision or portion of this Agreement shall be held by a court of competent jurisdiction to be illegal, invalid, or unenforceable, the remaining provisions or portions shall remain in full force and effect.

PARTYNRIDENASHVILLE LLC reserves the right to terminate this Agreement for noncompliance with the above regulations. All information is binding and cannot be altered or changed without the verbal or written consent of PARTYNRIDENASHVILLE LLC.

The failure of either Party to enforce any provision of this Agreement shall not be construed as a waiver or modification of such provision, or impairment of its right to enforce such provision or any other provision of this Agreement thereafter. The rights and remedies of the Parties herein provided shall be cumulative and not exclusive of any rights or remedies provided by law or equity.

Host

Date