

## Terms and Conditions

### Billing

Party Shuttle, Inc. ("Party Shuttle") located in St. Petersburg, Florida, requires the following terms and conditions for billing:

**Reservation and Payment:** To reserve a party bus, a 25% deposit is due upfront. The remaining balance must be paid 30 days prior to the event. Payments must be made by credit card. The cardholder authorizes Party Shuttle to charge for damages or a clean-up fee if the bus is left in disarray.

**Credit Card Authorization:** By providing credit card information, the cardholder authorizes Party Shuttle to charge for the reservation and any additional fees. Damages or excessive cleaning requirements will be charged to the credit card.

**Cancellation and Refunds:** This Cancellation Policy ("Policy") is a legally binding agreement between Party Shuttle Inc. ("Party Shuttle") and the customer ("Customer") regarding the cancellation and modification of reservations made with Party Shuttle. By making a reservation with Party Shuttle, the Customer acknowledges and agrees to abide by the terms and conditions outlined in this Policy.

### Reservation Cancellation:

- I.1.** Cancellation by the Customer: Cancellation made more than 30 days in advance: Customers can cancel their reservation without incurring any charges, except for the non-refundable deposit, and a refund of the remaining booking amount will be provided.
- I.2.** Cancellation made within 30 days of the scheduled reservation: Customers will be charged a cancellation fee equivalent to 50% of the remaining booking amount. The remaining 50% of the booking amount will be refunded, excluding the non-refundable deposit.
- I.3.** Cancellation made within 14 days of the scheduled reservation: Customers will not be eligible for a refund. Party Shuttle Inc. may, on occasion, issue a voucher for use on a future trip within a specified time period, as determined by the management of Party Shuttle Inc.
- I.4.** Cancellation by Party Shuttle Inc.: Party Shuttle Inc. reserves the right to cancel a reservation due to circumstances beyond our control, including but not limited to vehicle maintenance issues, unforeseen events, or safety concerns. In such cases, customers will receive a full refund, including the non-refundable deposit, and every effort will be made to provide an alternative solution.

**Reservation Modification:**

Modification by the Customer: Customers may request modifications to their reservation, including changes to the date, time, or duration of the booking, subject to availability and the following conditions:

- I. Modification requested more than 48 hours in advance: No modification fee will be charged.
- II. Modification requested within 48 hours of the scheduled reservation: A modification fee of 20% of the total booking amount will be charged.
- III. Modification by Party Shuttle Inc.: Party Shuttle Inc. reserves the right to modify a reservation due to unforeseen circumstances or operational requirements. In such cases, customers will be notified as soon as possible, and every reasonable effort will be made to successfully complete the trip.

**Cleaning**

Party Shuttle, Inc. ("Party Shuttle") is committed to providing a clean and enjoyable experience for all customers. In the event that a party bus is left in disarray, the following terms and conditions apply to the cleaning process:

**Cleaning Fee:**

- 1.1. A cleaning fee of \$300 will be charged per incident if bodily fluids are found in the party bus.
- 1.2. A cleaning fee of \$300 will be charged if the party bus is left in a trashed condition.

**Notification and Authorization:**

- 2.1. Party Shuttle will promptly notify the responsible party (hereinafter referred to as "Customer") if the party bus is found to be in disarray.
- 2.2. Customer hereby authorizes Party Shuttle to charge the provided credit card for the applicable cleaning fee(s) outlined in Section 1.

**Definition of Disarray:**

- 3.1. "Bodily fluids" refer to any human fluids, including but not limited to blood, vomit, urine, or any other biological matter.
- 3.2. "Trashed condition" refers to excessive litter, garbage, or other forms of debris left in the party bus.

**Cleaning Process and Liability:**

- 4.1. Party Shuttle will arrange for professional cleaning services to restore the party bus to its original clean and presentable condition.
- 4.2. Customer acknowledges and accepts liability for the cleaning fee(s) incurred as a result of the bus being left in disarray.

4.3. The cleaning fee(s) do not cover any additional damages caused to the party bus or its contents, which will be subject to separate charges as outlined in the overall terms and conditions of Party Shuttle.

**Payment and Billing:**

5.1. The cleaning fee(s) will be charged to the credit card provided by the Customer for the reservation.

5.2. Party Shuttle will provide an itemized statement of the charges incurred and notify the Customer of the amount charged.

**Dispute Resolution:**

6.1. In the event of a dispute regarding the cleaning fee(s) or any associated charges, the Customer must notify Party Shuttle in writing within seven (7) days of receiving the notification and statement.

6.2. Party Shuttle and the Customer will make reasonable efforts to resolve the dispute in a fair and amicable manner.

**Governing Law and Jurisdiction:**

7.1. These terms and conditions for cleaning of the party bus left in disarray shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

7.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and using the services of Party Shuttle, the Customer acknowledges having read, understood, and agreed to comply with these terms and conditions for the cleaning of a party bus left in disarray.

**Damages**

Party Shuttle, Inc. ("Party Shuttle") is dedicated to providing a superior party bus experience for our customers. To ensure the integrity and preservation of our vehicles, the following term and condition applies to damages incurred during the use of our party bus:

**Responsibility for Damages:**

1.1. The card holder, hereinafter referred to as the "Customer," assumes full responsibility for any and all damages caused by themselves or their guests to the party bus during the rental period.

1.2. Customer agrees to be charged for the cost of repair, as well as any additional expenses, including time and business lost, associated with the repair of damages.

**Reporting Damages:**

2.1. Customer shall promptly report any damages to Party Shuttle upon discovering them or as soon as reasonably practicable.

2.2. Customer acknowledges that failure to report damages promptly may result in additional costs and may impact the ability to accurately assess responsibility.

**Assessment and Repair:**

- 3.1. Party Shuttle will assess the extent of the damages to determine the necessary repairs.
- 3.2. Customer agrees to cooperate fully with Party Shuttle in facilitating the assessment and repair process, including providing any necessary information or documentation.

**Cost of Repair and Additional Charges:**

- 4.1. Customer authorizes Party Shuttle to charge the provided credit card for the full cost of repair, including parts, labor, and any associated expenses required to restore the party bus to its original condition.
- 4.2. If the damages result in the loss of business or rental opportunities for Party Shuttle, Customer agrees to be charged for the estimated value of such losses.

**Itemized Statement and Notification:**

- 5.1. Party Shuttle will provide an itemized statement detailing the costs incurred for repair, including any additional charges, and notify the Customer of the total amount charged.
- 5.2. Customer agrees to review and acknowledge the statement promptly upon receipt.

**Dispute Resolution:**

- 6.1. In the event of a dispute regarding the assessment, repair costs, or any associated charges, the Customer must notify Party Shuttle in writing within seven (7) days of receiving the statement.
- 6.2. Party Shuttle and the Customer will make reasonable efforts to resolve the dispute in a fair and amicable manner.

**Governing Law and Jurisdiction:**

- 7.1. These terms and conditions for damages to the party bus shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 7.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the Customer acknowledges having read, understood, and agreed to comply with these terms and conditions for damages to the party bus.

**Drugs & Alcohol**

Party Shuttle, Inc. ("Party Shuttle") prioritizes the safety and well-being of our customers. To maintain a safe and enjoyable environment, the following term and condition regarding drug and alcohol use on our party bus applies:

**Drug Use Policy:**

- 1.1. Party Shuttle strictly prohibits the use of any illegal drugs, regardless of whether they are prescribed or not, on our party bus.
- 1.2. Customers and their passengers must adhere to the zero-drug use policy at all times while utilizing our services.

**Alcohol Use:**

- 2.1. Alcohol consumption is permitted on the party bus for passengers who are 21 years of age or older.
- 2.2. The card holder, hereinafter referred to as the "Customer," is responsible for ensuring that all passengers consuming alcohol are of legal drinking age as per applicable laws and regulations.
- 2.3. Customers agree to take reasonable measures to prevent underage passengers from consuming alcohol on the party bus.

**Law Enforcement Involvement:**

- 3.1. If law enforcement becomes involved due to drug use or any illegal activity occurring on the party bus, the Customer acknowledges that they are solely responsible for any legal consequences or charges arising from such incidents.
- 3.2. The Customer agrees to hold Party Shuttle, Inc, and its affiliates harmless and not liable for any delinquency of minors or underage drinking that occurs during the rental period.

**Compliance and Cooperation:**

- 4.1. Customers and their passengers must comply with all applicable local, state, and federal laws and regulations concerning drug and alcohol use while using the party bus.
- 4.2. Customers agree to cooperate fully with Party Shuttle and its staff to ensure a safe and lawful environment for all passengers.

**Termination of Service:**

- 5.1. Party Shuttle reserves the right to terminate the rental agreement and remove any individuals from the party bus who fail to comply with the drug and alcohol use policies or engage in behavior that endangers the safety and well-being of others.

**Governing Law and Jurisdiction:**

- 6.1. These terms and conditions for drug and alcohol use on the party bus shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 6.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the Customer acknowledges having read, understood, and agreed to comply with these terms and conditions for drug and alcohol use on the party bus.

## **Lost Items**

Part Shuttle, Inc. ("Party Shuttle") is committed to providing a secure and enjoyable experience for our customers. To clarify our policy regarding lost or stolen items on board our vehicles, the following term and condition applies:

### **Responsibility for Personal Property:**

- 1.1. Party Shuttle does not assume any responsibility for lost or stolen items brought on board our party bus by customers or their guests.
- 1.2. Customers are solely responsible for their personal belongings and are advised to take appropriate precautions to safeguard their valuables.

### **Prevention of Loss or Theft:**

- 2.1. Customers are advised to refrain from bringing valuable or irreplaceable items on board the party bus.
- 2.2. Party Shuttle recommends keeping personal belongings secure and within sight during the duration of the rental period.

### **Reporting Lost or Stolen Items:**

- 3.1. In the event of a lost or stolen item, customers are encouraged to report the incident to Party Shuttle as soon as it is discovered or reasonably practicable.
- 3.2. Party Shuttle will make reasonable efforts to assist in locating lost items, but cannot guarantee their recovery.

### **No Liability for Lost or Stolen Items:**

- 4.1. Party Shuttle, its affiliates, and employees shall not be held liable for any lost, misplaced, or stolen items that occur on the party bus, regardless of the circumstances.
- 4.2. Customers agree to release Party Shuttle from any claims, demands, or liabilities related to lost or stolen items on the party bus.

### **Customer's Insurance:**

- 5.1. It is the customer's responsibility to obtain appropriate insurance coverage for their personal belongings. Party Shuttle does not provide insurance coverage for lost or stolen items.

### **Governing Law and Jurisdiction:**

- 6.1. These terms and conditions for lost or stolen items on the party bus shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 6.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the customer acknowledges having read, understood, and agreed to comply with these terms and conditions for lost or stolen items on the party bus.

## **Miscellaneous**

Part Shuttle, Inc. ("Party Shuttle") is committed to providing a safe, respectful, and enjoyable experience for all passengers on our party bus. To maintain a professional and appropriate environment, the following term and condition regarding prohibited illicit or explicit behavior applies:

### **Prohibited Behavior:**

- 1.1. Passengers are strictly prohibited from engaging in any form of illicit or explicit behavior on the party bus.
- 1.2. This includes, but is not limited to, engaging in sexual acts, getting naked, or any other behavior of a similar nature that is inappropriate or offensive.

### **Respectful Environment:**

- 2.1. Party Shuttle is dedicated to creating a respectful environment where all passengers can feel comfortable and safe.
- 2.2. We expect all passengers to conduct themselves in a manner that respects the privacy, boundaries, and sensibilities of others on the party bus.

### **Compliance and Enforcement:**

- 3.1. Passengers are required to comply with the prohibition of illicit or explicit behavior throughout the entire duration of the rental period.
- 3.2. Party Shuttle reserves the right to enforce this policy and take appropriate action, including terminating the rental agreement and removing any passenger (s) engaging in prohibited behavior from the party bus.

### **Customer Responsibility:**

- 4.1. The customer, as the card holder, is responsible for informing all passengers of the prohibition of illicit or explicit behavior and ensuring their compliance.
- 4.2. Any violation of this policy may result in additional charges, termination of the rental agreement, and potential legal consequences, as deemed necessary by Party Shuttle.

### **Governing Law and Jurisdiction:**

- 5.1. These terms and conditions for prohibited illicit or explicit behavior shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 5.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the customer and passengers acknowledge having read, understood, and agreed to comply with these terms and conditions for prohibited illicit or explicit behavior.

## **Overages & Wait Times**

Part Shuttle, Inc. ("Party Shuttle") strives to provide punctual and efficient service to our customers. To address overages and wait times, the following term and condition applies:

### **Overage Charges:**

- 1.1. The contracted time for the party bus rental is specified in the agreement between Party Shuttle and the customer.
- 1.2. If the party bus is utilized for a duration exceeding the contracted time, an overage charge will be incurred.
- 1.3. Overage charges will be billed at a rate of \$250 per hour.

### **Wait Times:**

- 2.1. Party Shuttle allows a reasonable grace period for the customer and their guests to board the party bus at the designated pick-up location.
- 2.2. If the party bus experiences a delay due to the customer or their guests not being ready or available at the scheduled pick-up time, wait time charges may apply.
- 2.3. Wait time charges will be billed at the same rate of \$250 per hour or prorated in 30 minute increments.

### **Billing and Payment:**

- 3.1. Overage charges and wait time charges will be added to the final invoice provided by Party Shuttle.
- 3.2. Customers are responsible for the prompt payment of all overage charges and wait time charges as per the agreed payment terms.

### **Dispute Resolution:**

- 4.1. In the event of a dispute regarding overage charges or wait time charges, the customer must notify Party Shuttle in writing within seven (7) days of receiving the final invoice.
- 4.2. Party Shuttle and the customer will make reasonable efforts to resolve the dispute in a fair and amicable manner.

### **Governing Law and Jurisdiction:**

- 5.1. These terms and conditions for overages and wait times shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 5.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the customer acknowledges having read, understood, and agreed to comply with these terms and conditions for overages and wait times.



## **Passenger Behavior**

Party Shuttle, Inc. ("Party Shuttle") is committed to providing a safe and enjoyable experience for all passengers on our party bus. To ensure a pleasant atmosphere, the following term and condition regarding passenger behavior applies:

### **Conduct and Behavior:**

- 1.1. Passengers are expected to maintain polite and calm behavior throughout the duration of the rental period.
- 1.2. Fighting, yelling, pushing, or engaging in any disruptive or inappropriate behavior that may endanger others or compromise the integrity of the party bus is strictly prohibited.

### **Driver's Authority:**

- 2.1. The driver has the authority to determine and enforce appropriate passenger behavior while on the party bus.
- 2.2. If a passenger's behavior is deemed inappropriate, the driver has the discretion to remove the passenger from the bus for the safety and comfort of all other passengers.

### **Intoxicated Passengers:**

- 3.1. Passengers who are excessively intoxicated to the extent that they cannot walk on their own or are at risk of becoming sick will not be permitted to board the party bus.
- 3.2. This policy is in place to ensure the safety and well-being of the passenger and to maintain a comfortable environment for all other passengers.

### **Passenger Responsibility:**

- 4.1. Passengers are responsible for their own conduct and are expected to comply with all applicable laws and regulations.
- 4.2. Passengers agree to follow any instructions provided by the driver or Party Shuttle staff regarding safety and behavior on the party bus.

### **Termination of Service:**

- 5.1. Party Shuttle reserves the right to terminate the rental agreement and remove any passenger(s) from the party bus if their behavior violates the terms and conditions or poses a threat to the safety and well-being of others.

### **Governing Law and Jurisdiction:**

- 6.1. These terms and conditions for passenger behavior shall be governed by and construed in accordance with the laws of the state of Florida, without regard to its conflict of laws principles.
- 6.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, passengers acknowledge having read, understood, and agreed to comply with these terms and conditions for passenger behavior.

## **Seating Capacity**

Party Shuttle, Inc. ("Party Shuttle") prioritizes the safety and well-being of our passengers. To ensure compliance with seating capacity regulations, the following term and condition applies:

### **Seating Capacity:**

- 1.1. The number of passengers allowed on board the party bus shall not exceed the seating capacity determined by the vehicle manufacturer as safe and legal.
- 1.2. Every passenger must have a designated seat and is not permitted to stand while the vehicle is in motion.

### **Compliance with Manufacturer's Guidelines:**

- 2.1. Party Shuttle and its drivers will adhere to the seating capacity limitations established by the vehicle manufacturer to ensure the safety of all passengers.
- 2.2. Passengers are required to comply with these limitations and not exceed the maximum allowable occupancy of the party bus.

### **No Standing Rule:**

- 3.1. For the safety and comfort of all passengers, standing or moving around the party bus while it is in motion is strictly prohibited.
- 3.2. Passengers are required to remain seated throughout the journey, following the instructions provided by the driver or Party Shuttle staff.

### **Driver's Authority:**

- 4.1. The driver has the authority to enforce the seating capacity and no standing rules to ensure compliance with safety regulations.
- 4.2. If the number of passengers exceeds the permitted seating capacity or if any passenger fails to comply with the no standing rule, the driver may refuse entry or request passengers to vacate the vehicle.

### **Responsibility of the Customer:**

- 5.1. The customer, as the card holder, is responsible for ensuring that the number of passengers does not exceed the seating capacity specified by the vehicle manufacturer.
- 5.2. The customer must provide an accurate count of the expected number of passengers when making the reservation.

### **Governing Law and Jurisdiction:**

- 6.1. These terms and conditions for seating capacity shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.
- 6.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the customer and passengers

acknowledge having read, understood, and agreed to comply with these terms and conditions for seating capacity.

## **Smoking**

Party Shuttle, Inc. ("Party Shuttle") is committed to providing a clean and healthy environment for all passengers on our party bus. To ensure the comfort and safety of everyone on board, the following term and condition regarding smoking applies:

### **No Smoking Policy:**

- 1.1. Smoking of any kind, including but not limited to traditional cigarettes, cigars, pipes, vaping, and e-cigarettes, is strictly prohibited on the party bus at all times.
- 1.2. This no smoking policy applies to both passengers and their guests.

### **Health and Safety:**

- 2.1. The no smoking policy is in place to protect the health and safety of all passengers, as well as to prevent damage to the party bus and its amenities.
- 2.2. Smoking can cause discomfort, odors, and potential fire hazards, and Party Shuttle aims to maintain a clean and pleasant environment for everyone on board.

### **Compliance:**

- 3.1. Passengers are required to adhere to the no smoking policy throughout the entire duration of the rental period.
- 3.2. Failure to comply with the no smoking policy may result in the driver taking necessary actions, including terminating the rental agreement and requesting the passenger(s) to leave the party bus.

### **Designated Smoking Areas:**

- 4.1. Party Shuttle vehicles are strictly nonsmoking environments, and no designated smoking areas are provided on board.
- 4.2. Passengers who wish to smoke must do so outside the vehicle and in compliance with applicable local laws and regulations.

### **Customer Responsibility:**

- 5.1. The customer, as the card holder, is responsible for informing all passengers of the no smoking policy and ensuring their compliance.
- 5.2. Any damage or cleaning required due to smoking violations may result in additional charges, as outlined in Party Shuttle's terms and conditions for damages and cleaning fees.

### **Governing Law and Jurisdiction:**

6.1. These terms and conditions for smoking shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict of laws principles.

6.2. Any disputes arising out of or relating to these terms and conditions shall be subject to the exclusive jurisdiction of the state and federal courts located in St. Petersburg, Florida. By reserving and utilizing the services of Party Shuttle, the customer and passengers acknowledge having read, understood, and agreed to comply with these terms and conditions for smoking.

### **Conclusion of Terms and Conditions**

By accessing or using Party Shuttle's services, you acknowledge that you have read, understood, and agree to be bound by the terms and conditions outlined herein. Failure to comply with these terms may result in the termination of your access to our services.

**Full Name:**

**Date:**

**Authorized Signature:**

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