

# One Big Party LLC Agreement

## *Terms, Conditions & Cancellation Policy Terms*

### **GENERAL TERMS, CONDITIONS AND CANCELLATION (APPLY TO ALL SERVICES)**

*Before booking any trip with ONE BIG PARTY LLC please make sure you get familiar with our Terms, Conditions and Cancellation Policy.*

- Cancellation Policy is the same for any and all services that ONE BIG PARTY LLC offers (events, point A to B services etc.) details under point to point transfers below.
- The Client assumes full financial liability and responsibility for any damage to the Party Bus Limousine, the "Bus," caused during the duration of the rental by them or any members of their party.
- Client(s) will be picked up and dropped off at specific locations, any extra stops or personal drop-offs at homes or other requested locations will have a \$50.00 charge per location.
- THERE ARE NO WEAPONS ALLOWED on the Bus.
- The driver has the right to terminate any run without refund (if there is blatant indiscretion on the part of the Client(s) and or the members of their party. The Client will be responsible to find other transportation.
- The ONE BIG PARTY LLC driver and/or employee reserves the right to eject any individual(s) whom they think deem to be disruptive, intoxicated, to pose a safety threat to themselves or to others, or deemed to be using an illegal substance.
- ONE BIG PARTY LLC does not provide any alcoholic beverages but will provide cups, water and non-alcoholic beverages upon request. You, the Client, may bring any alcoholic beverages you choose on the Bus for your enjoyment.
- Drug use is prohibited by law. Any fines will be paid for by the customer.
- ONE BIG PARTY LLC is not responsible for underage consumption of alcoholic beverages at any time before, during, or after the ride. Driver has the right, but not the responsibility, to inspect ID's and containers of passengers who appear underage.
- Sickness of any kind on the Bus that requires clean up and or disinfecting of the Bus (vomit, bathroom, etc.) will be charged (\$250.00 per occurrence to the card on file, non-negotiable).
- It is illegal to stand through the sunroof or open any fire escape at any time.
- Smoking of any kind is not permitted in or around the Bus. (\$200.00 charge to card on file, non-negotiable)
- The dance pole may be removed by Client request for a \$50.00 fee.
- Any all repairs for damage to the dance pole or surrounding supports will be the responsibility of the Client.

- ONE BIG PARTY LLC is not liable in the event of mechanical breakdown before or while on charter and will only be responsible for making up lost time at a mutually agreed date, no cash or credit card refunds.
- ONE BIG PARTY LLC does not accept responsibility for delayed travel time due to unforeseen weather, traffic, road conditions (for example, unsafe conditions in winter (Ex. Not salted, accidents, etc.), or delays beyond our control.
- ONE BIG PARTY LLC is not responsible for articles left in the Party Bus Limousine.
- Vehicles cannot be loaded beyond seating capacity.
- Balances to be paid to the driver on the run date before the beginning of the run unless paid with a previously authorized credit card.
- Actual total amount due will be calculated upon completion of the trip based on hours rented or original agreed pricing. ALL Deposits are non-refundable (unless approved by Management).
- Holiday and special event surcharges will be based on the fare, stop and waiting time to all trips occurring on the following holidays: New Year's Eve, New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving, and Christmas
- A 20% standard gratuity, based on the fare, stop time, and wait time will be added to your bill on any and all services provided by ONE BIG PARTY LLC. All out of pocket charges, including tolls, parking, and airport fees will also be added to the total charges.
- By signing this contract, the Client agrees to assume full responsibility for any damages to the interior or exterior of the Bus that is caused by any individual riding the Bus. The Client is liable for the cost to repair any such damage as well as any cost for loss of ONE BIG PARTY LLC service due to such damage.
- Client is aware that alcohol impairs motor skills, balance and judgement.
- If at any moment during the service you are not fully satisfied with our service, please contact Mark Mayz/Owner at 602.510.5641 immediately.

**POINT-TO-POINT TRANSFERS ONLY FROM (FROM POINT A TO POINT B):  
HOURLY CHARTERS (INCLUDING WEDDINGS, BACHELOT(ETTE) PACKAGES,  
CONCERT CHARTERS, PROM CHARTERS, ETC.)**

- For all services paid with a credit card, we require a physical imprint of the card used to make a reservation or credit card authorization from faxed to our office to confirm your reservation.
- For all hourly charters including weddings, proms, graduation, dances, concerts etc. we have a 4-hour minimum policy and 20% non-refundable deposits (minimum of \$100) is required.

- A 30% service fee (equal to non-refundable deposit), based on the fare, will be charged when cancellation is requested more than 48 hours before the scheduled pick-up time.
- A cancellation fee equal to the 50% cost of trip plus 20% service fee will be charged for any cancellation made between 24 to 48 hours before the scheduled pick-up time.
- A cancellation fee equal to the cost of the trip plus 20% service fee will be charged for any cancellation made less than 24 hours before the scheduled pick-up time.
- A no-show fee equal to the trip cost plus 20% service fee, including waiting time will be charged when the passenger fails to show at the designated location. If you cannot locate your limo Bus/party Bus, please call Mark Mayz at 602.510.5641 to avoid a no-show billing charge.
- Waiting time: For all hourly charters, a fifteen (15) minute grace period is granted. Once the grace period has elapsed, waiting time is charged at the rate of your hourly charter in 30 minute increments (30 minutes minimum), from original/scheduled pick-up/drop-off time. If a financial arrangement is not made with our driver, for example: balance is paid in cash, additional wait time fee will be charged to the credit card used to make reservation.
- Before booking any trip with ONE BIG PARTY LLC please make sure you get familiar with our Terms, Conditions and Cancellation Policy. Upon reading and signing this Agreement you, the Client, have read and agreed to all Policies in this ONE BIG PARTY LLC Agreement and any and all of your questions and or concerns have been answered and fully understood according to ONE BIG PARTY BUS LLC Policies, Rules, and Regulations. IF your balance due is not paid to the driver in full, any outstanding balance will be charged to your credit card on file. By signing below you, the Client, understand all hourly billing rates and charges and are approving any charges to your credit card that is on this application or on file with ONE BIG PARTY LLC.

## ***Wavier of Liability and Consent Agreement***

This Release, Wavier of Liability, Assumption of Risk, and Indemnity Agreement ("RELEASE") is entered into by the CLIENT, their Guests (additional individuals/passengers on the Bus) and ONE BIG PARTY BUS LLC, Mark Mayz, Its agents, and/or assigns, ("ONE BIG PARTY") and is effective as of the date of service. CLIENT, Guest and ONE BIG PARTY enter into this RELEASE pursuant to CLIENT'S request for transportation and use of certain property, equipment, and/or services belonging to or in the possession, custody, and/or control of ONE BIG PARTY LLC, including without limitation, the Mobile Party Bus ("THE BUS"), located in Tempe, Arizona.

This RELEASE is binding upon CLIENT, Guests and his/her spouse, children, parents, agents, representatives, heirs, assigns, estate, and any others with authority to act on behalf of CLIENT and GUESTS. This RELEASE inures to the benefit of ONE BIG PARTY, its officers, directors, members, agents, employees, representatives, attorneys, and any others with authority to act on behalf of ONE BIG PARTY. As part of the consideration for, and as a condition to, ONE BIG PARTY'S consent to allow CLIENT and GUESTS to be given transportation service, CLIENT and Guests freely execute this RELEASE, as follows: CLIENT and Guests understand and agrees that transportation (including, but not limited to, loading and unloading) there may be risk of danger of minor or serious injury, or of death and/or damage to property, by participating in activities on, in, and/or around THE BUS. Such risks include, but are not limited to, the following: (a) loss or damage to personal property; (b) injury or fatality due to (i) physical activity, (ii) head, neck, and/or back injuries (should there be, but not limited to, vehicular accident). CLIENT and Guests freely assume these risks and injuries or losses to CLIENT'S and Guests person and/or property related to these risks. CLIENT and Guests warrant and certifies that he/she is physically fit and able to ride in THE BUS. CLIENT and Guests warrant and certifies that he/she will at all times act prudently and safely, and will comply with all laws, rules, and ordinances of the municipality THE BUS is operating in and the State of Arizona when on, in, or around THE BUS.

I grant ONE BIG PARTY the right to use any photographs taken during rental time for purposes of marketing, promotional, publicity, illustration, advertising, and web content.

I have read and understand the GENERAL TERMS, CONDITIONS AND CANCELLATION Policy.

I understand and confirm that by signing this RELEASE that I have given up considerable future legal rights. I have signed this RELEASE freely, voluntarily, under no duress, with any and all of my questions answered and with my full understanding. I am 18 years of age or older and mentally competent to enter into this RELEASE.

\_\_\_\_\_  
CLIENT (Print Name)

\_\_\_\_\_  
CLIENT (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Company Name

**GUEST SIGNATURE FOR WAIVER OF LIABILITY AND CONSENT AGREEMENT ON SEPARATE PAGE**

Please put a copy of the front of your license and front and back of your credit card below and fill in all information in highlighted areas, sign and email back to reserve your booking reservation and we will get back to you with your confirmation upon receiving:

Rental Date \_\_\_/\_\_\_/\_\_\_ Rental Time \_\_\_\_\_ Total Hours (can be adjusted) \_\_\_\_\_

Hourly Rate \$ \_\_\_\_\_ Gratuity (20% Standard) \_\_\_\_\_ Deposit Amount \_\_\_\_\_

Excessive Cleaning Fee \$100.00 – At Owners/Operators discretion to be paid in cash or applied to card on file. Bus will be evaluated at the end of the trip with the Client. Client Initials: \_\_\_\_\_

Total Amount \$ \_\_\_\_\_

Credit Card Type: (Check One) AMEX \_\_\_\_\_ Visa \_\_\_\_\_ MasterCard \_\_\_\_\_ Discover \_\_\_\_\_

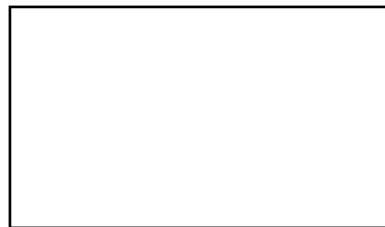
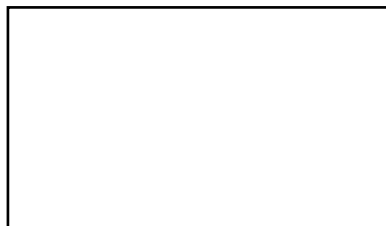
Card Holder Full Name \_\_\_\_\_

Credit Card Billing Address \_\_\_\_\_

Credit Card Number \_\_\_\_\_ Exp. Date \_\_\_\_\_

Code (Back/Front 3 or 4 digit) \_\_\_\_\_

Credit Card Signature \_\_\_\_\_



We at ONE BIG PARTY LLC want to thank you for your business and hope you have a memorable experience. Please keep ONE BIG PARTY BUS in mind for any and all future events. Please tell your friends and family if you enjoyed our services and receive a referral discount towards your next booking if they schedule a booking with us.

