



PARTY BUS RENTAL AGREEMENT

In exchange for participation in the activity of Organized transportation organized by Bishop TransExpress LLC, of Garland, Texas and/or use of the property, facilities and services of Bishop TransExpress LLC, I agree for myself and (if applicable) for the members of my family and/or party, to the following:

1. DESCRIPTION OF SERVICE. Services as provided out in the proposal. In exchange, Bishop TransExpress LLC agrees to provide safe clean transportation.

2. PAYMENT. Deposit payment shall be made within 72 hours of the initial proposal to hold the date and full payment is required 72 hours before commencement of the party. A credit card hold of \$200 will be made in addition to the services fees for damages, time overages and changes made. Payment of the deposit proposed acts as a binding contract and shall be honored as such by both parties.

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
- No guns and knives
- While the bus is in motion, passengers must sit or stand behind the driver's privacy curtain
- Jello Shots are allowed but please clean up the mess
- No sitting on the bar or back of seats
- No glitter and confetti
- Please use the party pole in a safe manner by keeping feet on the floor
- Standing while bus is in motion could result in passenger injury.
- Bishop Trans Express LLC is not responsible for any injuries due to a passenger who stands while the bus is in motion.

3. TERM. This contract will terminate automatically upon completion of the Services required by this contract. If the service agreement is for a minor under the age of 21 years of age a parent or guardian must sign and will be held responsible for the contract and actions of the minors.

4. DAMAGE POLICY & FEES The driver inspects each vehicle before, during, and after each rental. In the event of damage, the customer shall be responsible for any repairs or cleaning. The following will result in automatic loss of your \$200 deposit:

- Cracked or Broken Windows
- Smoking Burns
- Damage to Seats
- Damage to Lights, TV, or Stereo Equipment
- Excessively Spilled Fluids
- Any Bio-hazardous Fluid Left Behind

Should damage exceed the \$200 deposit fee, the customer will be held responsible for the balance.

5. REFUND POLICY. There is a strict no refund policy. Once full payment has been made there are no exceptions. Changes to the agreed upon itinerary as spelled out in the proposal will require a \$100 change fee for every instance of change. All cancellations must be in writing and emailed to bishoptransexpress@gmail.com.

6. AGREEMENT TO FOLLOW DIRECTIONS. I agree to observe and obey all posted rules and warnings, and further agree to follow any oral instructions or directions given by Bishop TransExpress LLC, or the employees, representatives or agents of Bishop TransExpress LLC. We have no tolerance for both VIOLENCE and ILLEGAL SUBSTANCES. In any such case that either of these become an issue, your entire party will be dismissed at the location of the incident and YOU WILL NOT BE REFUNDED. An incidents of unruliness, violence or threats of violence towards the employees, representatives or agents of Bishop TransExpress LLC will result in cancellation of the party and law enforcement involvement.

7. LOST OR STOLEN PROPERTY Bishop TransExpress LLC is not responsible for lost or stolen items during or after the completion of the rental. However, any property left by a passenger in a vehicle shall be reported by the driver within 30 minutes after its discovery, and thereafter returned to the passenger or held at the company as soon as possible, but in any event within 12 hours after its discovery, at the passenger's expense.

8. DELAYS. Bishop TransExpress LLC shall not be held responsible for late arrivals caused by acts of nature, traffic delays, breakdowns, incorrect pickup or drop off information and any situation beyond Bishop TransExpress LLC control. We do NOT permit guests on our bus to extend any part of their bodies outside the windows of the bus or to throw any objects from the bus. Pictures and/or videos taken by our staff may be used for website/internet purposes; you are giving authorization to Bishop TransExpress LLC by executing this contract. **For pick up and drop off services it is one hour only. Any time over is assessed at \$165/per hour in full at any time greater than an hour.**

9. ASSUMPTION OF THE RISKS AND RELEASE. I recognize that there are certain inherent risks associated with the above described activity and I assume full responsibility for personal injury to myself and (if applicable) my family members, and further release and discharge Bishop TransExpress LLC for injury, loss or damage arising out of my or my family's use of or presence upon the facilities of Bishop TransExpress LLC, whether caused by the fault of myself, my family, Bishop TransExpress LLC or other third parties.

10. INDEMNIFICATION. I agree to indemnify and defend Bishop TransExpress LLC against all claims, causes of action, damages, judgments, costs or expenses, including attorney fees and other litigation costs, which may in any way arise from my or my family's use of or presence upon the facilities of Bishop TransExpress LLC.

11. FEES. I agree to pay for all damages to the facilities of Bishop TransExpress LLC caused by any negligent, reckless, or willful actions by me or my family.

12. APPLICABLE LAW. Any legal or equitable claim that may arise from participation in the above shall be resolved under Texas law.

13. NO DURESS. I agree and acknowledge that I am under no pressure or duress to sign this Agreement and that I have been given a reasonable opportunity to review it before signing. Construction either "for" or "against" a particular party based upon their status as the drafter of a specific term, language, or provision giving rise to such ambiguity.

14. ENFORCEABILITY. The invalidity or unenforceability of any provision of this Agreement, whether standing alone or as applied to a particular occurrence or circumstance, shall not affect the validity or enforceability of any other provision of this Agreement or of any other applications of such provision, as the case may be, and such invalid or unenforceable provision shall be deemed not to be a part of this Agreement.

15. DISPUTE RESOLUTION. The parties will attempt to resolve any dispute arising out of or relating to this Agreement through friendly negotiations amongst the parties. If the matter is not resolved by negotiation, the parties will resolve the dispute using the below Alternative Dispute Resolution (ADR) procedure.

16. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. If mediation is not successful in resolving the entire dispute or is unavailable, any outstanding issues will be submitted to final and binding arbitration under the rules of the American Arbitration Association. The arbitrator's award will be final, and judgment may be entered upon it by any court having proper jurisdiction.

17. EMERGENCY CONTACT. In case of an emergency, please call _____ (Relationship: _____) at _____ (Day), or _____ (Evening).

RESERVATION INFORMATION

Last Name _____ First Name _____ MI _____

Phone _____ Email: _____

Contact Preference: _____ (cell number preferred)

Event Idea: _____ Date of pick up: _____

Duration of service _____ hrs (4 hrs minimum) Group Size (____)

Pick Up Time (Hour _____ Minute _____)

Return Time (Hour _____ Minute _____) (Start time is when the bus arrives for your pick, and end time is at your return location. Any time beyond your requested duration will must be approved by dispatch and will incur additional fees of a minimum of \$165/per hour)

Pick Up location:

_____ Include
complete street address, city, and zip and any prominent landmarks

Destination location:

_____ Include
complete street address, city, and zip and any prominent landmarks

Other location:

_____ Include
complete street address, city, and zip and any prominent landmarks

Return location:

_____ Include
complete street address, city, and zip and any prominent landmarks

Are you under 21? Yes _____ No _____

How did you hear about Bishop TransExpress LLC? _____

Type Credit Card _____

Credit Card Number _____ Exp ____/____ 3 digit code _____

Name as it appears on Card _____

Billing Street Address _____ City _____ State _____ ZIP _____

BY SUBMITTING THIS FORM, I AGREE THAT I HAVE READ AND ACCEPT TERMS OF SERVICE FROM BISHOP TRANSEXPRESS LLC. **I FURTHER UNDERSTAND THAT BY SIGNING THIS RELEASE, I VOLUNTARILY SURRENDER CERTAIN LEGAL RIGHTS.**

Today's Date _____ Name _____

Signature _____