

# Siouxland Premier Transportation

## TERMS AND CONDITIONS

Keep a copy for your records. You are Responsible for Knowing and Complying with these Policies.

This agreement is hereby made between **Siouxland Premiere Transportation**, herein referred to as "SUXPT" and the undersigned, herein referred to as "Customer". This Agreement, herein referred to as "agreement", will override any other agreements, verbal or otherwise.

1. **SERVICE:** SUXPT agrees to provide a designated vehicle and a driver at the time, date, and location specified.
2. **CUSTOMER(S):** Customer age requirement of 18 years old or older to rent vehicle.
  - A. **Passengers:** All passengers must abide by local and federal alcohol consumption laws while onboard vehicle. Driver will check all passengers for proper age before being allowed to consume alcohol and will be given a wristband if they are not of legal drinking age. If ANY passenger wearing a wristband is caught consuming alcohol, the driver has the right to return ALL passengers to the pick-up location and rental payment will not be refunded. The Customer is responsible for accounting for all passengers before leaving an establishment.
  - B. **Bus Safety:** SUXPT drivers reserve the right to deny access on the bus to any guest that seems excessively intoxicated or disruptive that would endanger the safety of other guests.
    - I. Customer must approve everyone that enters the bus from the beginning of the trip until the end of the trip and passengers are dropped off at specified drop off location.
    - II. Customer(s) and Passengers must abide by the bus seating capacity.
    - III. All Passengers must stay seated while the bus is in motion.
3. **DEPOSIT:**
  - A. \$100 deposit is required to hold the reserved date and time.
  - B. For credit card payments, deposits are applied to the invoice total. For cash or check, deposit will be kept by SUXPT for incidental charges to be returned within 14 days after reservation if terms are kept by Customer.
  - C. **CANCELLATIONS:** All deposits are fully refundable up to 14 (fourteen) days prior to reserved date. If cancelled within 14 days the full amount will be due.
4. **RULES OF CONDUCT:** The following regulations apply while onboard or near any SUXPT vehicle. The renter is responsible for all activities and actions taken by passengers on a bus provided by SUXPT. If any of these rules are broken, the driver reserves the right to end the event immediately and the Customer and Passengers will be responsible for finding safe transport home.
  - A. No drugs or weapons are allowed.
  - B. No smoking (including vaporizers). All SUXPT vehicles are smoke free.

- C. No standing, or sitting, on cabinets/coolers/bars, cup holders, seat backs, or stereo equipment.
  - D. No throwing of items inside or outside the vehicle.
  - E. No standing on seats.
  - F. No fighting, reckless, lewd, or unlawful conduct of any type.
  - G. No playing with emergency exits.
  - H. Do not distract the driver until the bus has come to a complete stop.
  - I. No open containers are allowed off the bus at any time by passengers.
  - J. Do not hang from safety rails.
5. **TRAVEL:**
- A. SUXPT rates are for Sioux City metro areas only (Sioux City, S. Sioux City, N. Sioux City and Sergeant Bluff). Destinations outside this service area will be assessed the current hourly rate for their designated bus for the time to travel from the bus location to the customer destination.
6. **OVERAGES:**
- A. **TIME:** Additional hours, if available, will be billed at SUXPT's current hourly rate.
    - I. Events can be booked within 2 hours of each other. It is the Customer's responsibility to allow enough time for the driver to arrive back at the drop off location at the predetermined time.
  - B. **MILEAGE RATES:** SUXPT reserves the right to add charges for mileage based on the rate schedule below.
    - I. **MILEAGE RATES** – Based on fuel pricing the date of the event:
      - 1) < \$2.99/gallon = \$1.00/mile
      - 2) \$3.00-\$3.99/gallon = \$1.25/mile
      - 3) \$4.00-\$4.99/gallon = \$1.50/mile
      - 4) \$5.00-\$5.99/gallon = \$1.75/mile
7. **DAMAGES:** Customer is liable for any damage to SUXPT vehicle, including but not limited to
- A. Cleaning beyond normal wear and tear = \$50.00 / hour
  - B. Removal of bodily fluids (vomit, urine, etc) = \$350 / incident
  - C. Smoking = \$250
  - D. Broken glass = Parts + labor
  - E. Seat repairs = Carpenter/Upholsterer Repair Invoice + SUXPT Labor Cost of \$50/hour
8. **SUXPT LIABILITY:** SUXPT is not responsible for any personal injury or damage to any property, including any lost or stolen property.
9. **SERVICE DELAYS/FAILURE:** SUXPT will attempt to reach all destinations as agreed; but is not responsible for delays caused by Customer or events outside of SUXPT's reasonable control, such as but not limited to: weather, traffic, mechanical problems, or acts of God.
10. **PAYMENT:** Invoice balance is due one week prior to event date.
- A. Unpaid balances will be assessed a 5% late fee if not paid by due date

11. **CUSTOMER LIABILITY:** Customer is liable for any and all costs, attorney fees, or other court-related costs, damage or liabilities incurred by SUXPT due to Customer's failure to follow the rules in this Agreement, negligence or willful misconduct, including any costs, damages or liabilities caused by the minor children of Customer. Customer does hereby indemnify and hold SUXPT, its owners, contractors and agents harmless from and against any claim, loss or liability arising out of, or relating to, any of the foregoing including responsibility for any minors on board.
12. **MEDIA RIGHTS:** SUXPT has the right to all pictures and videos that occur during Customer's trip for the use of advertising, including but not limited to: Facebook, LinkedIn, Google+, Craigslist, T.V, flyers, website, etc.
  - A. We will only use photos that are respectful and show good character. Potential Customer's like to see what type of entertainment they can expect.

By submitting this reservation, Customer understands and agrees to the length and usage along with any charges and further agrees to pay for any and all damages that result during the rental period. Customer further agrees SUXPT and its contractors will not be held responsible for any injuries or damages to Customer or Passengers. Customer agrees to the above SUXPT Terms and Conditions and by submitting this reservation Customer verifies that they have read the entire contract.

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Customer Name (Print)

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Date

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Customer Signature

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Date of Event