

## Contract Agreement Terms & Cancellation Policy

TERMS AND CONDITIONS OF TRANSPORTATION WITH Magic Event Transportation LLC also referred to in this contract as “Company” and individual or business receiving services from Company as “Client” or “Customer”. Services rendered: Company agrees to provide transportation from fixed points for a fee in exchange for compensation from Client. “reservation date” refers to the date and time Client specified on the Party Bus Booking Form & Contract Agreement found under the Book Your Bus tab on magicpartybuses.com. The terms “booking total” and “booking balance” refer to the total amount indicated on the confirmation email that was previously agreed upon between Company and Customer.

### 1. CANCELLATION & DAMAGES POLICY – Client understands and agrees to the following terms of the cancellation policy:

Cancellation & Damages Policy - Customer agrees and understands that a minimum of a \$400 down payment (per bus) is due at the time the reservation is made. The \$400 down payment is non-refundable, absolutely no exceptions, no matter the circumstances.

- 15 or more days out from the reservation date, Customer may cancel (and forfeit their down payment) or use the down payment as a credit for a future reservation sometime within 6 months of the date they notify Company that they wish to reschedule. After 6 months, the down payment will be forfeited, no exceptions. Rescheduling is subject to availability and prices will vary based on the rescheduled date.
- If Customer’s reservation is 14 or less days away, 100% of the booking total is due. No future credits will be given. In other words ‘use it or lose it’.

Invoices sent for remaining balances prior to the reservation are due 24 hours before Clients scheduled pickup date and time. Invoices will be sent to Client’s email address on file. Invoices sent after the reservation including damages, overtime, cancellations charges, and clean up fees are due within 24 hours from the time the invoice is sent by Company. After 24 hours, a compounding 20% late fee will be added to the balance due every 24 hours. Once the balance due reaches \$1000, Client will be sent to collections or taken to small claims court. Client is responsible for all collection fees, court costs, legal fees incurred by Company, and Company time (\$100/hr) to remedy the balance due.

2. Client agrees to pay any fees incurred due to bounced checks.

2a. Client agrees to pay the quoted price from Company that was received via phone conversation, text message or email for services to be rendered.

2b. If Client has agreed to pay the remaining balance to Company at pickup in cash, the entire remaining balance must be received by Company’s driver/employee prior to departure from the pickup location. Checks or credit cards will not be accepted at this time. If Client is not prepared and must retrieve money to pay the remaining balance, they understand that this will be accomplished through their own means, not utilizing Company’s vehicle, and there will be no compensation or concessions made by Company to remedy lost time.

2c. After a Party Bus Booking Form & Contract Agreement is submitted by Client and a confirmation email is sent by Company, Client may add additional time or additional vehicles to the booking (subject to availability) and will be given a quote for the additional time or vehicle(s) by Company. The additional time and/or vehicle(s) may be discussed via text message, via phone conversation, or via email and Client’s acceptance is considered legally binding. Client understands and agrees to pay invoices for additional vehicles before the reservation and before additional time begins. Client agrees and understands that invoices paid for additional time or vehicle(s) are non-refundable, even if they are not utilized by Client.

2e. Overtime will be permitted upon vehicle/driver availability but is not guaranteed. Overtime is billed in 30 minute increments. The overtime cost is at the discretion of Company and will be relayed to Client prior to the start of the overtime. The overtime rate shall not exceed a 25% increase of the hourly rate previously reserved by Client (including the tip for the driver). Overtime must be paid for prior to the start of the overtime. In the event that that is not possible, Company will email an invoice to Client. Payment is due within 24 hours from when Company sends the original invoice. Refer to the Cancellation & Damages Policy regarding late payment.

3. Clients understands that in booking a vehicle with Company for a given number of hours, they are responsible for paying for the full time booked. Once booked, Client may request to shorten the booking time, but understands that they will still be responsible to pay for the total number of hours originally booked. Client may add additional time and may request to alter the start and end time ex: shifting the start time two hours earlier (subject to availability).

Client understands that Company schedules reservations and drivers and employees based on the times Client indicates on the booking form. Company cannot guarantee that a vehicle will be available for additional time not originally indicated on the booking form, even if Client has paid for it.

Example: Company has a 3 hour minimum. Client books a vehicle from 3-5pm, but agrees to pay the quoted price for 3 hours. If Client later requests to alter their time frame and utilize the 3<sup>rd</sup> hour (3-6pm) prior to or during their event, Company cannot guarantee availability.

4. Alcohol consumption by persons under the age of 21 is prohibited in all of Company’s vehicles. Magic Event Transportation LLC does not provide alcohol under any circumstances. Client is responsible for monitoring underage passengers and accepts all liability if underage consumption of alcohol does occur. No person may use or poses any illegal drugs or controlled substances in the vehicle at any time. In the event of underage alcohol consumption or illegal drug use/possession, the service will be terminated immediately without refund and Client and party will be dropped off at the nearest safe location. Client is responsible and agrees to pay all fines and penalties assessed by federal,

state or local authorities as a result of the violation of any law by Client or a member of Client's party as well as any other legal and other costs incurred by Company (including lost business/sales) as a result.

4a. For high school events, proms, homecoming ect., a legal adult (21 or over) who is a parent or guardian of one or more of the passengers must make the reservation. No bags larger than 8x8x8" are permitted on Company's vehicles. No open or reusable bottles or containers are permitted on Company's vehicles for high school events. For beverages, the parent or guardian who made the reservation or adult 21 or over (given responsibility by the parent of guardian who made the reservation), may bring on sealed package(s) of non-alcoholic beverages such as water or Gatorade ect. No other beverages are allowed to be brought on the bus by any passengers.

5. Except in the case of wilful misconduct or gross negligence of Company, Client hereby waives any & all claims against Company, its agents, contractors, mechanics or employees for injury, loss, or damage, including consequential damages, to Client or members of client's party's person or property from whatever cause. Magic Event Transportation LLC does not assume responsibility for client health or safety due to personal negligence of Client or their patrons. In submitting this legally binding contract, Client waives any right of subrogation with regard to the same and is agreeing to enter Company's vehicles at their own risk. Company is not responsible for injuries that occur while riding in vehicles, while loading or unloading, during transportation, from misuse of any equipment or in the event of an accident. Client is only covered by the outlines of the insurance policy that Magic Event Transportation LLC carries and that Company's owner(s) and affiliates hold no liability or financial responsibility. Any injury that does occur must be reported to the driver of vehicle immediately and documented before the end of the booking.

6. Magic Event Transportation LLC inspects each vehicle before, during, and after each rental. Client may inspect vehicle at the time of pickup and submit a note in writing to the driver of any pre existing defects before departure. In the event of damage to the vehicle or missing items, Client assumes financial responsibility for any and all harm/damage caused by Client or any member of Client's party to Company's vehicles or any vehicle working in collaboration with Company. A minimum fee of \$200 (two hundred dollars) will be invoiced for body fluid cleanup or excessive cleanup. This includes both interior and exterior damage to repair, replace, or excessively clean. The cost of cleaning, repairing, restoring, replacing, or otherwise remediating any damage to a vehicle caused by Client or Client's party will be invoiced and sent to Client's email address on file.

7. All electronics, amenities, etc. are free. Client is paying for transportation. Therefore, company does not guarantee all TV's, lighting, air conditioning, stereo system components and equipment ect... will operate at the time of rental. In the very, very rare occurrence of such an event, concessions are not guaranteed. Though such occurrences are rare, if Client is understanding, Company will do their absolute best to remedy the situation. If equipped with a TV, Client must notify Company ahead of the reservation if they plan to utilize it. Utilizing the TV's will often require Client to come to Company's shop before the reservation to set up devices they wish to use with the TV. Some vehicles are equipped with 120v inverters that electronics can be plugged into. Client understands that the plugs are for low wattage items. Pumps and devices that produce heat draw too much power and cannot be used with the inverters.

8. Neither Magic Event Transportation LLC, its agents, or drivers shall be liable for any personal property of Client or members of Client's party, which is misplaced, damaged, stolen, or left in the vehicle. In the event that an item is recovered, Company will not mail or deliver the item to Client. Client acknowledges that Company is not liable for any defect that may be found on any item that Company has recovered.

9. Smoking of cigarettes, cigars ect... are not permitted in Company's vehicles. Repeated incidences of smoking will result in termination of services without refund.

10. If the situation is deemed necessary by Company, Company reserves the right to substitute the reserved vehicle for another replacement vehicle. Company will make a good-faith effort to notify Client in case a substitution does occur with as much notice as possible. Company will also make a good-faith effort to substitute with a similar type of vehicle.

11. All rentals are subject to weather conditions. If Company deems conditions to be unsafe, Client will be contacted with as much notice as possible. Any cancellations due to weather will be eligible to reschedule. If Client does not reschedule within 90 days they forfeit their down payment. When rescheduling (aside from the event date), services must be identical to those previously agreed upon (day of the week, locations, and time frame). Client understands that ice, sleet, and temperatures far below freezing are very dangerous for diesel and air brake commercial vehicle to be operating in. If ice, sleet, or if the 'feel' temperature outside in the reservation area is predicted to be 10 degrees Fahrenheit or lower during the scheduled reservation time, Company will cancel the reservation. Company does not guarantee departure from or arrival at any point at a specific time due to circumstances beyond its control such as accidents, breakdowns, traffic and road conditions, weather, safety inspections, police stops etc. and shall not be held liable for claims resulting in delays from such conditions. Company cannot be held responsible for delays or inconveniences due to situations deemed as "Acts of God." Client understands that Company's vehicles will not travel on unpaved roads or driveways. Exceptions can be made for maintained gravel roads. If Client wishes for Company's vehicle to travel on an unpaved road, Company and Company's drivers and employees reserve the right to refuse. Client accepts liability for all damages that may occur traveling on unpaved roads and accepts responsibility for any towing fees (if applicable) and understands that Company is not responsible for any delays that result from traveling on unpaved roads (for example, a bus sinking into the ground and getting stuck or having to travel slower than normal).

12. Client is responsible for providing all destination addresses and directions. In the event that Client requests Company to provide such information, Company is not responsible for any delays that may result, nor will any concessions be made to remedy time lost. Company is not responsible for traffic delays or traffic delays that result in overtime.

13. To play music from the bus and utilize the external speakers certain buses are equipped with, the bus engine must be turned on and the engine at idle. At events where Client may wish to tailgate with the bus before the event, often at concerts and sporting events (such as Royals games and Chiefs games), the bus will be turned off at the start time of the sporting event or concert. The bus idling time shall not exceed 2 hours. Once the sporting event or concert has begun, no passengers may stay in the vehicle or come back to the vehicle before the conclusion of the event. ALL passengers must exit the vehicle until the sporting event or concert has concluded. This is for safety and liability purposes and a policy of many event spaces and stadiums. If the reservation is made for transportation to/from/tailgate for a concert and the concert is cancelled, Client understands and agrees to pay the booking balance and the reservation will not be rescheduled. The bus may be used to travel to a destination or destinations in the general area of the pickup location or concert. The bus may not be utilized to just drive around or drive in circles at any point.

14. Company has the right to refuse or postpone transportation of passengers if a minimum of fifteen party members are not on board at a given time (not applicable for parties of 15 or fewer). Only the Client who submits the Party Bus Booking Form & Contract Agreement (or a member of the party designated by such person) will give direction with regard to where the party is transported and at what time. If Client chooses to be dropped off at their final destination before the originally scheduled final drop off time, Client understands that they are voluntarily forfeiting the remaining booking time and that no concessions will be made by Company. Once Client has chosen to forfeit their remaining time, Client and guests of Client, must promptly exit Company's vehicles. If any party member has difficulty making it up the stairs or getting into Company's vehicle themselves due to over-intoxication, drugs, has been/is vomiting, or has been kicked out/removed from an establishment, the driver reserves the right to refuse transportation of such individual. Magic Event Transportation LLC also reserves the right to remove any person from the vehicle for any reason mentioned above or any other misconduct deemed inappropriate by Company or driver. Magic Event Transportation LLC and vehicle driver, agents, or security are entitled to refuse transportation of individuals who have broken rules or contract terms or if the number of passengers exceeds a safe amount.

15. Magic Event Transportation LLC has the right to terminate service or limit service for any form of abuse, behavior deemed inappropriate, or contract breach, without refund. In case of misconduct, excessive rule breaking, drug use/possession, weapon possession, or any other violation of this contract by Client or member's of Client's party, or if driver is or feels threatened or otherwise deems the party unruly or endangering the safe operation of the vehicle, driver has the right to terminate service and drop passengers off at the nearest safe location if possible. This is meant for the safety of Magic Event Transportation LLC and Client. If Company or Company's driver has been unable to establish communication with Client or Client has not given Company or the driver any specific direction in the time frame of 1 hour from the start of the booking, Client understands that they are forfeiting the remaining booking time and no concessions will be made. This means that Company's vehicle and driver will wait a maximum of 1 hour at the designated pickup location. After 1 hour, if Client, has not communicated with driver or utilized the vehicle, the vehicle will leave and Client agrees that they are forfeiting the remaining time and no concessions will be made.

16. Admission for clubs, bars, restaurants etc. is at the sole discretion of the facility and guests are subject to facility rules and regulations including but not limited to attire, schedule, and policy. It is the customer's responsibility to contact facilities directly for this information.

17. All terms of this contract apply for vehicles and personnel working in collaboration with Magic Event Transportation LLC.

18. We are a transportation service. Though we offer a fun means of transportation, we will not 'just drive around' or drive in circles at any point during the reservation. We are happy to take you to as many destinations in the general area as you like during your reservation. At each destination all passengers must exit the bus.

19. Company reserves the right to add an additional \$200 deposit onto the booking total for any reservation prior to the reservation date. The additional deposit will be sent via invoice and paid by Client prior to the reservation date. The additional deposit is to cover fees customer may accrue during the reservation such as damages, body fluid cleanup, overtime, ect. If no additional fees are accrued by Client during the reservation, the \$200 deposit will be refunded by Company the day following the reservation.

20. All Greek life, fraternity, and sorority events must pay in full at the time of booking to secure the reservation/vehicles. Once a Booking Form & Contract Agreement is submitted by Client, Company will send Client the total due. Client must pay the invoice in full or pay via check in full in order to secure the reservation and vehicles. Once paid, Company will send a confirmation email.

21. For shuttle events where a vehicle is making trips back and forth between locations, each 40 passenger bus will accommodate up to 120 passengers there and 120 passengers back. If Client has more than 120 guests, additional transportation will need to be secured.

22. Quoted prices are for the vehicle staying within 20 miles of the original pickup location. A trip charge or fuel charge may be added for traveling further than 20 miles or traveling more than 20 miles within 20 miles of the original pickup location . Based on information supplied to Company by Client, a trip charge may be added onto the balance due if applicable. Quoted prices and total balance due price is based on information supplied when obtaining a quote and information supplied on the

Booking Form & Contract Agreement. If additional destinations or stops are added later, Client understands a trip charge/fuel charge may be added.

23. You agree that you will not disparage or encourage others to disparage Company. For purposes of this agreement, the term disparage includes without limitation comments or statements made in any matter or medium in the press and/or the media about the company which would adversely affect any manner of the conduct of the business Company, without limitations to Company's business plans or prospects or the business reputation of Company. You agree not to disparage or denigrate Company orally or in writing, and that neither you nor anyone acting on your behalf will publish, post, or otherwise release any material in written or electronic format, make speeches, gain interviews, or make public statements that mentioned Company, its operations, clients, employees, products, or services without the prior written consent of Company.

24. If a reservation is made for a date that is more than 6 months away, Company reserves the right to add up to a 15% fee to the booking total found on Client's confirmation email. This added fee would be the result of increased fuel prices or a higher inflation rate than what was standard at the time the reservation was made.

25. Client agrees that all terms of this Contract and any disputes that may arise from this Contract shall be interpreted under the laws of the state of Kansas and any applicable federal law. Client also agrees that any and all disputes and claims relating in any way to this Contract (including the arbitration of any claim or dispute and the enforceability of this paragraph) shall be submitted to and resolved by means of confidential arbitration conducted in the State of Kansas or small claims court once an outstanding balance has surpassed \$1000 (one thousand dollars). The arbitration shall be conducted under the then prevailing Commercial Arbitration Rules of the American Arbitration Association (AAA) by an arbitrator mutually agreed upon by Client and Magic Event Transportation LLC. Client and Magic Event Transportation LLC. may litigate in court only to compel arbitration under this Contract or to confirm, modify, vacate, or enter judgment on the award rendered by the arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Contract shall be joined in an arbitration involving any other current or former user of Magic Event Transportation LLC, whether through class arbitration proceedings or otherwise. If the arbitrator determines that one party prevailed in the arbitration process they will be entitled to compensation for attorney's fees and any other associated costs from the other party.

26. If Customer has a remaining balance due from a past reservation, and makes a new reservation, their down payment and other payments made will be credited toward their balance due. Once their remaining balance from their past reservation is satisfied, \$400 is required to secure the new reservation.

267 The Terms constitute the entire Contract between each Client and Magic Event Transportation LLC with respect to all subject matter covered herein. This Contract or any portion hereof shall not be construed against the drafting party by reason of that party having drafted the Contract or portion hereof. This Contract may be modified only via text message or email between Company and Client where both parties express agreement concerning terms and pricing. If any provision of this Agreement, or any portion thereof, is held to be invalid and unenforceable, then the remainder of this Agreement shall nevertheless remain in full force and effect.

28. Company reserves the right to alter vehicle appearance at any time. For example, update/change paint, seats, flooring, layout, amenities ect.

29. By submitting this legally binding document, Client acknowledges that they are the owner and/or an authorized representative of the card or payment method used to pay for the down payment or any other balances due. Client acknowledges that they accept all legal and financial liability that may arise for falsely representing and presenting information or identity that they do not have full authorization to use. If payment is made by check or cash, Client also acknowledges that they are the owner and/or an authorized representative of the owner of the payment method and accepts all legal and financial liability for falsely representing, presenting, and using material that they do not have full authorization to use.

30. For shuttle events where passengers are being transported back and forth between two or more points, it is Company policy that Client must reserve one forty passenger bus for every 100 guests. For example, 300 guests would require three forty passenger buses.

31. Bus Rules: No underage drinking, all body parts and items must remain inside the parameters of the bus at all times, do not hit/bang on the roof or any other surface of the bus, throw any items or yell out the windows, tamper with/open/crack emergency exits (\$150 fine)(unless there is an emergency), no gymnastics on the roof hand rails. Shoes must be worn at all times. No fighting/horseplay, no smoking or vaping, no feet on the seats or bar tops, no sexual acts, no release of any bodily fluids, and all weapons, illegal drugs, confetti, animals, explosives, jello shots, paint, silly string, and styrofoam coolers are prohibited. The maximum number of passengers permitted on a vehicle is posted on Company's website in each vehicle's description and is strictly enforced. Prohibited items or excessive rule breaking will result in immediate termination of service with no concessions made.

32. I (Client) agree to inform all members of my party of the above terms and conditions before the reservation. Client understands that Company carries no liability for minors or the actions of minors while on Company vehicles. Client understands that they are solely responsible for any minors that are transported by Magic Event Transportation LLC during the scheduled booking, that Client has permission

from each minor's parent or legal guardian allowing them to be a guest on one of Magic Event Transportation LLC's vehicles and that each parent or legal guardian has given permission for Company to give or seek medical attention if necessary. Client further declares that they are at least 21 years of age, that they have full legal and financial capacity to be bound by this contract, and that Client is submitting this contract of their own free will and accord. By submitting this contract aka Party Bus Booking Form & Contract Agreement found at [magicpartybuses.com/byb](http://magicpartybuses.com/byb), I (Client) signify that I have read the terms and conditions stated above and by submitting the Party Bus Booking Form & Contract Agreement on Company's website am agreeing to all stated terms and conditions.

33. By checking the designated box and submitting the Party Bus Booking Form & Contract Agreement, you (Customer) are consenting to the use of your electronic signature in lieu of an original signature on paper.

**The terms of this contract are in place to protect both Company and Client. Unfortunately, many of the conditions stated above are a result of customers who were rude, disrespectful, and destructive toward our vehicles and drivers. We are here to help you celebrate and have a great time! If you are cool, we are cool. If you are respectful, we are fair and flexible! If you have any questions regarding any contract terms please do not hesitate to ask!**