



SERVICE AGREEMENT

At Event Empire Rentals we want you to have the most amazing and memorable party bus experience; however there are several key rules that must be followed at all times. Violation of these rules is grounds for immediate termination of the trip without refund. The driver has the authority to de-board individual or all passengers at the first available safe location for any violation of these rules. For a more detailed list of our terms and conditions please review our full company policy here. If at any moment during the service you are not fully satisfied with our service, please contact our dispatch at 252-267-3706 immediately.

THE RULES

1. No smoking in vehicles. \$250 Cleaning Fee.
2. No illegal drugs.
3. No weapons of any kind are allowed in the vehicle.
4. Violence will not be tolerated.
5. No disrespectful behavior toward the driver.
6. North Carolina and Virginia State Law requires all guests be 21 or older to drink alcoholic beverages.
7. Event Empire Rentals is not responsible for lost, damaged or stolen items.
8. Please stay seated while the vehicle is in motion.
9. A \$250.00 cleaning fee (per incident) for the clean-up of bodily fluids and bio-hazard incidents of any kind.
10. No excessive messes left behind.

RESERVATIONS – All charters have a 4-hour minimum policy and 50% non-refundable deposit. Deposit by Credit Card or Cash is **REQUIRED** to process your reservation.

CANCELLATIONS - All Sales are Final. If cancellation is made less than 45 days prior to an event rental balance will be expected to be paid in full. All deposits are non-refundable. If you cancel your trip we will allow you to use your payments for up to one year from the date of cancellation for another event on a non-Friday, Saturday or Sunday. Prices and hourly minimums are subject to change for future dates should you reschedule. If a customer fails to show at the designated pick up location 45 minutes past the scheduled pick up time, and has not contacted us, the client is considered a "NO SHOW". A "NO SHOW" fee equal to the cost of the trip, plus the appropriate vehicle gratuity, applicable waiting time, and all other out of pocket costs will be charged to the customer.

REFUND - There will be no refund for any unused time. Also, we strongly suggest that the authorized person make sure they are satisfied with the vehicle before departure when an issue can be addressed and/or resolved. NO adjustments will be made after the trip starts.

Unlimited stops and pick-up locations are included.

OVERTIME BILLING - Overtime charges for services will be billed on the same credit card(s) used for payment. You are given ten minutes grace period and then billed for another full hour.

GRATUITY – Our chauffeurs are expected to earn their gratuities from our clients. We do ask that when you are considering your offering that you remember that our chauffeurs DO work for gratuities and these tips are an integral part in making sure that we have the happiest, friendliest, helpful and professional chauffeurs in the area. We currently collect a minimum suggested gratuity on most trips strictly for the convenience of you, our traveling client. This practice ensures that you are never out a lot of "out-of-pocket" cash during your travels and simplifies your expense reporting process as it provides a documented receipt for the gratuity paid to the chauffeur. Many also prefer this to ensure that their guests are not out any expense for their transportation for business or hospitality purposes. All gratuities are at the paying client's discretion. The suggested minimum gratuity of 20% is optional and may be adjusted up or down at the paying clients request. Please note that any undocumented payments or cash given to the chauffeur is considered a gratuity and cannot otherwise be credited or adjusted toward the payment of a trip fare.

LATE NIGHT / RED EYE TRIPS - Trips scheduled (12:00 AM to 5:00AM) are subject to an additional "Red Eye" charge.

ITENERARY –To better serve you, we prefer detailed maps and itineraries when possible. This allows us to plan and prepare better for your event. If you do give verbal direction, please give the driver plenty of notice for turns and stops. Please appoint one person to give the driver directions, preferably the person who chartered us. We try our best to know where we are taking you, however there are times in which you will need to provide the driver with directions to your destinations. Large vehicles require extra time, distance, and space to respond and maneuver. We ask that you not ask the limousine to back up long distances. For security reasons, the limo will not wait in dark or unguarded areas. Other areas may prohibit limousines access. At the driver's discretion, they may decide the waiting area is not feasible for the size vehicle and will leave and park safely nearby. It will be your responsibility to

communicate with the driver and arrange an exact time for them to return. Please keep your driver's phone number with you.

VEHICLE CAPACITY - Vehicles cannot be loaded beyond seating capacity. Children under 14 years of age must be accompanied by at least one adult.

DAMAGE OR THEFT - The client is responsible for all guest damages and items stolen from Event Empire Rentals vehicles. For all interior or exterior, deliberate or unintentional damages, missing or stolen items the client will be charged at the cost of restorations plus \$75 per hour labor and any lost revenue during the down time. No shoes are allowed on the seats, walls, countertops or ceiling.

CLEANING CHARGE - Extra charges may be imposed for excessive mess by passengers (this includes excessive trash, beer cans, bottles, etc.) at \$250.00. Please help to avoid cleaning charges by removing your trash at the end of your event.

BIO HAZARD OR BODILY FLUID CLEAN-UP is an automatic \$250.00 charge per incident, **NO EXCEPTIONS** and this charge **WILL** be billed to the credit card on file. Professional cleaning and/or carpet replacement will be as an additional damage fee.

SMOKING IS NOT ALLOWED in any of our vehicles. Smoking in our vehicle(s) will result in: 1st offense: \$250 fee, 2nd offense: dismissal from the vehicle with **NO REFUND**.

CHAUFFEUR'S RESPONSIBILITY - The chauffeur's primary responsibility (in addition to transporting you safely) is to safeguard the vehicle. The vehicle will never be left unattended during your time. Your chauffeur is not allowed to "party" with you. In the sole judgment of the chauffeur, if they determine that the behavior of you or your guests for any reason is out of control, obnoxious, disrespectful, unsafe, illegal or irresponsible, or places lives and property in jeopardy, they can and will terminate the run on the spot. The chauffeur may or may not issue a **WARNING** before taking this action. If this happens, you will **NOT RECEIVE A REFUND**.

ALCOHOL - Event Empire Rentals cannot and will not provide any alcoholic substance. It is legally acceptable to consume alcohol in a limousine with a partition so as long as all persons in the vehicle are of the legal drinking age. EER reserves the right to refuse to transport persons under the influence of or in possession of illegal drugs, as well as those excessively intoxicated, in the possession of dangerous substances of any kind, or who are, or are likely to become objectionable to other persons or if the chauffeur feels threatened in any way. Under no circumstances are minors allowed to consume or possess alcohol or illegal substances while in a company vehicle. Client shall not interfere with the chauffeur in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle. In such instances, services will be terminated immediately and no refunds will be offered. EER will not be liable for passengers who have consumed alcohol prior to, on board, or after the trip is completed.

ILLEGAL SUBSTANCE ABUSE POLICY - No possession, sale, and/or consumption of any type of narcotics or illegal drugs is permitted in any vehicle. Violation will result in immediate termination of contract,

services, and forfeiture of all paid deposits and fees of service. Any fines will be paid for by the customer.

CONTRABAND – Event Empire Rentals will refuse to transport anyone in possession of a weapon or illegal goods. Authorities will be contacted. Any fines will be paid for by the customer.

LOST ITEMS - Make sure you have left nothing in the vehicle at the end of the run. This is your responsibility and we will accept absolutely no liability for anything left behind, lost, missing or damaged. If you do leave something in the vehicle we will be glad to return it at our convenience for a travel fee.

MEDIA - All entertainment including cds, dvds, MP3's are to be provided by the client.

DUI - The person making the reservation is responsible for making arrangements so that no one in your party is put in a position of driving under the influence.

TERMS AND CONDITIONS - Event Empire Rentals LLC. is referred to as "Event Empire Rentals" or "EER" and the person who is reading this event agreement as customer is referred to as "Customer."

APPLICABILITY - This Agreement applies to Event Empire Rentals providing transportation for the event. Any additional or different terms or conditions proposed by Customer are objected to and are hereby rejected.

PRICES AND PAYMENT - Upon reading this Agreement, Customer shall pay the full amount by credit card to reserve the date. If payment plan has been arranged, balances must be paid to the driver on the run date before the beginning of the run (at the initial pick-up location). Customer agrees to provide Event Empire Rentals with credit card information and agrees that Event Empire Rentals may charge any amounts due from Customer to said credit card.

ADDITIONAL CHARGES - When, at the request of Customer, any change in service resulting in additional miles or hours, an additional charge shall be added, payment for which shall be due immediately. Tolls, highway fees, parking fees, etc. will be separate and additional elements in the determination of any additional charges. Any additional fees unforeseen prior to departure are the responsibility of Customer.

STAFF ACCOMMODATIONS - On occasions that require overnight travel for chauffeurs, onsite coordinators or other client-dedicated staff, lodging and meals should be arranged and provided for by the client. A per diem may be applied in addition to lodging expense.

DAMAGE TO BUS - The cost of repairing damage to the bus resulting from actions of Customer and/or its guests shall be charged to Customer and is payable as soon as such cost is determined. At the conclusion of the Event, in the event an unusual amount of time and material are necessary to clean the bus properly, Event Empire Rentals may, at its option, charge additional amounts to Customer therefore and Customer agrees to pay same immediately.

ARRIVAL TIME –Event Empire Rentals chauffeurs always prepare in advance to avoid unnecessary delays in arrival time. The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. The operator is instructed to drive at all times in compliance with applicable law. Unusual road, traffic and weather conditions are beyond the control of Event Empire Rentals and the operator, and delays occasioned by same will not be the responsibility of Event Empire Rentals or the operator. Late arrivals due to these and other occurrences beyond the control of Event Empire Rentals and the operator are not grounds for cancellation or reduced price.

PERSONAL ITEMS - Neither Event Empire Rentals nor the operator assumes any liability or responsibility whatsoever for any personal property of Customer and/or its guests. Baggage and any other personal property is at the passengers' own risk.

CONDUCT OF PASSENGERS - Passengers shall not obstruct the operator or tamper with any apparatus or appliance on the bus. It is illegal to stand through the sunroof. Event Empire Rentals reserves the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the operator feels threatened in any way.

FIREARMS, EXPLOSIVES AND FIREWORKS - Possession of firearms, explosives and/or fireworks (whether in baggage or on the person) are strictly forbidden in the vehicles.

PRICES SUBJECT TO CHANGE - The total price is subject to change (i) if the price of fuel increases more than 20% from the date of this Agreement to the date of the Event (in which event there will be a fuel surcharge), or (ii) if there is a change in federal, state or local law or market conditions that require Event Empire Rentals to incur material additional expense or to make material modification to the bus prior to the date of the Event.

COMPLIANCE WITH LAWS AND RULES - Customer shall comply, and shall be responsible for its guests' compliance with, all applicable federal, state and local laws and regulations, and any of Event Empire Rentals rules and reconfigurations a passenger of Event Empire Rentals, LLC. and in connection with the Event, including, but not limited to, laws relating to the consumption of alcoholic beverages.

CERTAIN ACKNOWLEDGEMENTS AND WAIVERS - Customer is aware of the fact that riding in a motor vehicle and participating in the Event and its related activities could potentially result in injury to Customer and/or others, and could potentially result in property damage. Customer voluntarily assumes the risk of injury or death to Customer while being a passenger of Event Empire Rentals and participating in the Event, and voluntarily assume the risk of property damage. Customer hereby releases and covenants not to sue Event Empire Rentals LLC, the operator, and their respective officers, directors, shareholders, employees and agents (the "Released Parties"), from any and all liability, loss, damage, costs, fines, penalties, claims and/or causes of action ("Claims") that may now or hereafter exist, arise or be caused, whether negligently or otherwise, in connection with being a passenger of Event Empire Rentals and/or the Event, including, but not limited to, Claims related to death, personal injury, bodily injury, and/or property damage or destruction. Customer further expressly agrees that the foregoing release and waiver is intended to be as broad and inclusive as permitted by law and that if any portion thereof is held invalid, it is agreed that the balance shall, notwithstanding, continue in full legal

force and effect Event Empire Rentals reserves the right to require all passengers to sign its standard Participant Liability Release form.

INDEMNIFICATION - Customer agrees to indemnify and hold harmless the Released Parties from and against any and all Claims which may be brought or entered against any of them as a result of Customer's and its guests' participation in the Event, Customer and its guests being passengers of Event Empire Rentals, and/or Customer's and/or its guests' failure to comply with Event Empire Rentals rules and regulations and/or applicable law. The indemnification shall include attorneys' fees incurred in defending against any claim or judgment and incurred in negotiating any settlement.

LIMITATION OF LIABILITY- IN NO EVENT SHALL Event Empire Rentals OR THE OPERATOR BE LIABLE FOR CUSTOMER'S OR ANY OTHER PERSONS' CONSEQUENTIAL OR INCIDENTAL DAMAGES RESULTING FROM Event Empire Rentals PERFORMANCE,, EVEN IF Event Empire Rentals VEHICLE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT NEITHER Event Empire Rentals NOR THE OPERATOR SHALL, UNDER ANY CIRCUMSTANCES, BE LIABLE TO CUSTOMER OR ANY OTHER PERSON FOR AN AMOUNT GREATER THAN THE TOTAL PRICE OF EVENT.

FORCE MEASURE - Event Empire Rentals shall not be held responsible for any delay or failure of performance hereunder caused by acts of God, Mother Nature, weather, traffic congestion, road closures, accidents, flight delays, war, riot, fire, explosion, flood, strike, lock-out, injunction, governmental law or regulations, or any other cause beyond the control of Event Empire Rentals. EER is not liable in the event of mechanical breakdown while on charter and will only be responsible for making up lost time at a mutually agreed date.

DEFAULT - In the event of bankruptcy or insolvency proceedings involving Customer, in the event of the appointment of an assignee for the benefit of creditors or of a receiver, or if Customer is insolvent or fails to perform any obligation arising under this Agreement, including, but not limited to, default of payment, Event Empire Rentals may, without any liability whatsoever and without prejudice to any other rights or remedies which Event Empire Rentals may have at law or in equity, immediately terminate in whole or in part, further performance by Event Empire Rentals of its obligations arising.

COLLECTION - Customer agrees to reimburse any sums expended by Event Empire Rentals, including but not limited to, attorneys' fees, collection fees and any other expenses incurred by Event Empire Rentals in collection of payment for any amount due to Event Empire Rentals.