



RULES & REGULATIONS

1. Renter Responsibilities

1. The renter must be 21 years of age on the day of the rental to rent a bus by Bottoms Up Party Bus LLC. (See section 7, Alcohol Consumption and Underage Passengers for exceptions)
2. The renter is responsible for all activities and actions that are taken by passengers on a bus provided by Bottoms Up Party Bus LLC.
3. The renter is responsible for accounting for all the passengers. Bottoms Up Party Bus LLC is not responsible for passengers left at an establishment.
4. The renter must approve every passenger that enters the bus from the beginning of the trip until the end of the trip. The renter has the right to remove any passenger from the rental at any time.
5. The renter will be held responsible for any/all damages caused by their party to the bus. The renter is responsible for all legal fees, repair costs, collection costs, replacement costs, or any other court costs.
6. The renter must abide by the bus capacity of 14 passengers. If the driver finds more people trying to get on the bus than the bus capacity, the extra individuals will be asked to leave. The renter will be held responsible for exceeding this limit.
7. The renter designates any alternative contact listed on the reservation as a point of contact and authorizes them to make changes to the reservation, pay balances, gratuity and to make decisions during the trip on behalf of the renter. The alternative contact must be 21 years-old to make decisions on the bus and for the rental to proceed without the renter. The renter will still be held responsible for any and all of the alternative contact's actions and decisions.
8. The renter agrees that the pricing of the bus, mileage, discounts, and gratuity are based on and calculated using the final rental date, rental times, pick-up and drop-off locations, and the bus used for the rental. In addition, the renter agrees that the Rental Terms & Conditions, including responsibilities, fines, fees, and other legal matters, are based on the final rental date, rental times, pick-up and drop-off locations, and the bus used for the rental.

2. Trip & Destinations

1. The bus will arrive at the pick-up location at the designated pick-up time and will arrive at the drop-off location at the designated drop-off time. The renter's time begins at the designated pick-up time, whether the renter or passengers are ready.
2. The driver and Bottoms Up Party Bus LLC has full discretion over where the bus can and can't go, as well as which routes the bus takes. If a street, entryway, or driveway is inaccessible, the driver has the right to adjust the pick-up & dropoff locations, route, or parking to accommodate the situation.
3. The driver has full discretion on whether the bus travels down a gravel road or private property if the road and/or driveway is wet or excessively muddy. **If the driver agrees to venture down a road that may leave the bus excessively dirty, the client will be charged a wash fee of \$45.**
4. Due to varying driving times, and times allotted at each destination, we cannot guarantee the bus will be able to stop at every destination that the renter has chosen within the reservation time frame. We also cannot guarantee exact drive times. Bottoms Up Party Bus LLC is not responsible for any delays caused by traffic, weather conditions or road construction.
5. The renter is responsible for making arrangements with small town bars and other establishments that require prior notice or reservations. We cannot guarantee that bars or other establishments will allow party bus passengers into their premises and cannot be held responsible if those establishments turn the renter or their passengers away.
6. Bottoms Up Party Bus LLC reserves the right to switch buses of equal or greater value in the event of a mechanical failure out of our control.
7. The renter is responsible for obtaining permission to be on private property if their rental requires it. (Example: driving on private property to take photos for weddings, etc.). The renter is responsible for any and all legal disputes and fines concerning trespassing on private property.
8. If your route requires the driver to be given specific instructions, only 1 person will be designated by the renter to give those instructions before the rental commences or at various stops. Distracting the driver while they operate the bus will not be tolerated.
9. The renter and their passengers only have a maximum of 10 minutes after the designated dropoff time to exit the bus and remove all personal belongings from the bus. If the renter or passengers exceed the 10 minutes, the renter will be charged for additional time at the regular hourly rate.

3. Payments & Billing

1. Hourly rates apply from the time the bus arrives at the pick-up location until leaving the drop-off location.
2. If the trip exceeds the predetermined time limit, the renter will be charged for addi-

tional time at the bus's regular hourly rate. The renter will be billed in a quarter of an hour increments.

3. The remaining balance of the trip must be paid before or at the time of pick-up by cash or credit card. If payment is not received, the trip will be terminated.
4. Wedding parties must have the remaining balance paid prior to the rental date. If we have not heard from you concerning payment, the credit card on file will automatically run on the Thursday before your rental.
5. If a wedding does not leave the bus at the designated drop-off time and causes us to be late for our next rental, a fine of \$100 + Hourly Rate of the time that was lost on the next rental, will be charged to the credit card on file. This fine will be charged, whether or not the wedding has used their full time included in the wedding package.
6. If the pickup and drop off locations are outside of the Winchester VA area, the time will start when the bus leaves from source of origin and ends when it returns.
7. Refunds will be issued at the discretion of Bottoms Up Party Bus LLC.
8. **Bottoms Up Party Bus LLC reserves the right to refuse payments made by check. Credit card payments will have a 3% transaction fee automatically added.**

4. Cancellations

1. If the rental is canceled at any point, for any reason, the deposit will not be refunded. No exceptions.
2. If the rental is canceled within 14 days of the rental, half the rental price will be due.
3. If any rental is canceled within 7 days of the rental, the full rental price, plus an additional \$150 driver cancellation fee will be due.
4. If a wedding cancels within 30 days of the rental, the full rental price will be due.
5. If a rental for a Sports Game, Special Event, Concert or Holiday is canceled within 30 days of the rental, the half the rental price will be due.
6. If a rental for a Sports Game, Special Event, Concert or Holiday is canceled within 14 days of the rental, the full rental price will be due.
7. Bottoms Up Party Bus LLC reserves the right to cancel or delay any rental due to weather of any kind that make road conditions unsafe for travel. The renter may make up any and all lost time on the current rental (if applicable) or a future rental. Refunds will be decided on a case by case basis.
8. Rentals canceled due to weather, may reschedule by the renter for another date of their choosing based on bus availability.

5. Fines & Prohibited Items

1. There is absolutely no smoking on the bus. No exceptions. This includes e-cigarettes and any form of vaping devices. If a passenger is caught smoking, a \$250 fine will be charged to the renter's card on file and the party will be terminated.

2. In the event of vomiting, urine or any other bodily fluids incidents occurring during the trip, there will be a \$200 Biohazard Cleanup fine charged to the renter for each incident.
3. Disposing of cans, bottles, trash, or any other items other than toilet paper into the bathroom toilet will not be tolerated and a \$250 fine to unclog the bathroom will be charged to the renter. (Bathroom not installed yet)
4. If there is excessive mud, dirt, liquids, or trash found on the bus, an additional \$100 cleanup fee may be charged to the renter. Please clean up your mess before you leave the bus.
5. Jello shots or any other sticky gum, candies or substances are not allowed on the bus. No exceptions. Popcorn, confetti and glitter are also not allowed. An additional \$100 cleanup fee may be charged to the renter if any of these banned items are found on the bus.
6. Styrofoam cups and Styrofoam coolers are not allowed on an Bottoms Up Party Bus LLC. No exceptions.
7. Drugs or illegal substances are prohibited by law and not allowed on a bus rented by Bottoms Up Party Bus LLC. If drugs are found on the bus, the party will be terminated without refund.
8. Weapons of any kind will not be allowed on a bus rented by Bottoms Up Party Bus LLC .
9. Emergency exits, including windows and hatches shall not be tampered with or opened unless in an emergency. If it is not an emergency and passengers play or tamper with or open an emergency exit without authorization from a Bottoms Up Party Bus LLC employee, a \$250 fine will be charged to the renter. This fine is in addition to any repair costs that may be required if damage is done to the emergency exit.

6. Conduct on the Bus

1. Fighting, including physical or verbal altercations will not be tolerated. If fighting occurs between passengers that endanger the safety of others or disrupts the rental in any way, those passengers will be asked to leave the bus. If necessary, the party will be terminated without refund. This includes physical or verbal altercations in public or private establishments.
2. Bottoms Up Party Bus LLC drivers or employees reserve the right to deny access to the bus to any passenger that seems excessively intoxicated or disruptive enough that would endanger the safety of other guests.
3. The driver has the right to remove any unruly passengers for any reason, at any time during the rental.
4. In accordance with state and federal law, and for the safety of everyone on the bus, do not distract the driver or cross the white line at the front of the bus until the bus has come to a complete stop. If passengers ignore this rule, they will be removed from the bus.

5. All Bottoms Up Party Bus LLC passengers must show respect to the driver throughout the rental and follow all safety and regulatory rules that the driver gives them.
6. Before the bus can leave the pick-up location, everyone must be seated and listen to the pre-trip rules and regulations.
7. In accordance with Virginia law, no open containers are allowed off the bus at any time by passengers. If passengers get off the bus with open containers, they will not be allowed back on the bus. If the behavior continues by other passengers, the rental will be terminated without refund.

7. Alcohol Consumption and Underage Passengers

1. Underage drinking is prohibited by law and will not be tolerated on a bus owned and operated by Bottoms Up Party Bus LLC.
2. In accordance with the Virginia Liquor Control Commission's rules and regulations, every passenger must show a driver's license or appropriate government ID prior to boarding the bus to ensure everyone on the bus is 21-years old or older.
3. As the renter, you acknowledge that law enforcement, in accordance with Virginia state law, are allowed to check valid IDs of every passenger getting on or off a bus owned and operated by Bottoms Up Party Bus LLC.
4. If the driver suspects or finds underage passengers consuming alcohol on the bus, the rental will be terminated immediately without refund and the authorities will be notified.
5. In accordance with the Virginia Liquor Control Commission's rules and regulations, any passenger deemed to be intoxicated (using the criteria set forth by the VLCC) will no longer be allowed to consume alcohol on the bus. If those passengers refuse to stop consuming alcohol, they will be removed from the bus and the renter will assume all responsibility for providing a safe ride home for those passengers. If multiple instances of refusal to stop consuming or the renter and alternate contact are both deemed to be intoxicated themselves, the rental will be terminated without refund.
6. Weddings, Christmas Light Tours and any other special holidays and family events that will have alcohol present, may have underage passengers on the bus, as long as, Bottoms Up Party Bus LLC is notified of each underage passenger's name, age and relation to the renter, prior to the rental date. Each underage passenger must be identified for the driver before boarding the bus. Passengers may still be required to show a driver's license or appropriate government ID.
7. Weddings, proms and any other high school events that will not have alcohol present, will be allowed to have underage passengers on the bus and will not be required to show a driver's license or appropriate government ID. Bottoms Up Party Bus LLC must be notified prior to the rental date that alcohol will not be present. A chaperone may be required for prom and other high school events.
8. As the renter, you acknowledge that you can be charged to the fullest extent of the law for purchasing and distributing alcohol to underage individuals. The renter assumes full responsibility of all legal matters, including but not limited to law enforcement charges or fines that may occur before, during or after the rental. Bottoms Up

Party Bus LLC, its drivers, managers and owners are not liable or responsible for any law enforcement charges or fines that occur before, during or after the rental.

8. Miscellaneous

1. Bottoms Up Party Bus LLC will not be held responsible for any lost or stolen items during the rental. The bus will not turn around after dropping off for anyone to look for lost items. Searching the bus for lost items will be conducted during normal business hours.
2. Bottoms Up Party Bus LLC is not responsible for any of the renter's or passenger's actions, before the trip, during the trip or after the trip has ended. This includes in or on public or private property, spaces, common areas, or establishments.
3. Bottoms Up Party Bus LLC is not responsible for any injuries that occur on the bus that may result from intoxication or not holding on to the designated handlebars, or not being seated or any other movements of the bus.
4. Bottoms Up Party Bus LLC is not responsible for the stereos or DVD/Blu-Ray players on the bus will be compatible with all devices or media, including but not limited to: Phones, Mobile Devices, Tablets, Computers, Flash Drives, DVDs, Blu-Rays, USB cords, AUX cords, adaptors, or Bluetooth versions.
5. Bottoms Up Party Bus LLC is not responsible for or obligated to refund for any and all mechanical failures that occur during the rental, including but not limited to: mechanical (engine, electrical, heating, air conditioning or otherwise), sound system (stereo receivers, amplifiers, or speakers,) DVD/BluRay players, TVs or lighting.
6. In the event of a mechanical failure, Bottoms Up Party Bus LLC reserves the right to provide a replacement bus based on availability. If a replacement bus can finish the rental, no refund will be given. The renter may make up any and all lost time on the current rental (if applicable) or a future rental.
7. Bottoms Up Party Bus LLC is not responsible for delayed travel time due to unforeseen circumstances, including but not limited to: weather, traffic, road conditions, accidents, or any other delays beyond our control. No refunds will be given. The renter may make up any and all lost time on the current rental (if applicable) or a future rental.
8. Bottoms Up Party Bus LLC reserves the right to change or provide another bus of any type or size in the event the bus currently rented is not able to perform the rental due to mechanical failures of any kind. No refund will be given if the rental can be fulfilled and completed by the new bus, whether or not the bus is of equal size or lacking certain features, such as dance pole, etc.
9. Bottoms Up Party Bus LLC has the right to use all pictures and videos that occur during a renter's trip for the use of advertising, T.V., flyers, website, social media, etc.
10. Commercial film productions and videography outside of wedding videography will be subject to licensing fees.
11. Bottoms Up Party Bus LLC reserves the right to update the Rental Terms & Conditions at any time.

ACKNOWLEDGEMENT

******Acknowledgement by initialing each page of the Terms & Conditions, digitally signing the rental form, or submitting payment, you, as the renter, acknowledge that you have read, understand, and agree to Bottoms Up Party Bus LLC'S Rental Terms & Conditions listed above, as well as authorize Bottoms Up Party Bus LLC to charge your credit card for deposit, hourly rates, fees, fines, and/or damages that occur on the requested trip.******



SIGNATURES

William G Meier on behalf of Bottoms Up Party Bus LLC.

Name (Print): _____ Date: _____

Name (Signature): _____ Date: _____

Client #1

Name (Print): _____ Date: _____

Name (Signature): _____ Date: _____

Client #2

Name (Print): _____ Date: _____

Name (Signature): _____ Date: _____