TERMS AND CONDITIONS/ASSUMPTION OF RISK:

Legal name: Magic City VIP, LLC, will hereinafter be referred to as the Party Bus.

The Party Bus will strictly enforce federal laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any motor vehicle for administrative searches. If contraband is aboard, they can seize and forfeit this vehicle to a local government agency. Therefore, no person will bring contraband aboard vehicles that are owned and operated by Magic City VIP, LLC.

If, at any time, any of the passengers under the age of 21 are found to have in their possession, or have been at any time during the course of the service, been consuming any alcohol, the service shall be terminated immediately. Any and all monies shall be forfeited. Driver has the option of returning to the point of pickup or ending the service at the point of infraction.

Alcohol is permitted, and may be consumed, on board the Party Bus if ALL passengers are of the state legal drinking age of 21. Age verification is mandatory prior to bringing any type of alcoholic container on board the Party Bus. If any passenger is found to be under the legal drinking age, or cannot furnish proof of age, alcohol will NOT be permitted on board the Party Bus. NO EXCEPTIONS.

Smoking is NOT permitted aboard the Party Bus. Each violation will result in a $150 surcharge for additional vehicle cleaning and de-ionizing.

Illegal drug use will NOT be tolerated aboard the Party Bus. If any passenger is found to be in possession of illegal drugs of any type, service will be terminated immediately. Any and all monies shall be forfeited. Driver has the option of returning to the point of pickup or ending the service at the point of infraction.

No weapons, of any type, are permitted aboard the Party Bus.

Magic City VIP, LLC will not be held responsible for injuries that may occur due to horse play while the vehicle is in motion, at a standstill or while entering
and exiting the Party Bus. Magic City VIP, LLC is not liable for any injuries that are NOT a direct result of the driver’s actions or of the Party Bus itself.

The Party Bus is subject to sudden stops and/or movements, depending on but not limited to traffic conditions, road hazards, pedestrians, weather, etc. It is recommended, but not mandated by Montana law, that all passengers remain seated while the bus is in motion.

The purchaser/authorized credit card holder on this contract is responsible for the actions and conduct of his/her guests. Signed acceptance of all terms and conditions, either written or expressed, by the purchaser/authorized credit card holder further acknowledges that all his/her guest have been made fully aware of all terms and conditions, and that all passengers agree to comply.

Inappropriate behavior toward any of the Party Bus staff members will NOT be tolerated. Examples of inappropriate behavior include, but are not limited to:

- Remarks or gestures directed toward a staff member that are derogatory or offensive
- Remarks or gestures directed toward a staff member’s race, gender, or ethnicity that are offensive
- Remarks or gestures that are sexually offensive
- Any form of physical contact

Magic City VIP, LLC recommends that all personal items be removed from the vehicle when unattended. Magic City VIP, LLC will not be held responsible for any lost, stolen or damaged items.

The Authorized cardholder for the given credit card is responsible for the payment of the total amount, per cash or credit card. All of the given information from the purchaser/credit card holder is binding and cannot be changed without Magic City VIP, LLC acceptance. Customer agrees to have Magic City VIP, LLC get authorization for the purchaser’s credit card and the amount for the contracted event.

A reservation deposit of ½ the total cost is required at the time of booking the event. The deposit reserves the Party Bus for your event date. This amount will be
specified in the price quote prior to booking, and will be deducted from the overall total rental charge. Unless otherwise authorized by Magic City VIP, LLC owner, the remaining balance must be received prior to the passenger pick-up time on the date of the scheduled event.

Cancellations must be made and confirmed at least 2 weeks prior to the scheduled event in order to receive 100% refund. If the cancellation is received less than 2 weeks before the event or not received at all, the purchaser/credit card holder will forfeit the full amount of the reservation deposit.

The purchaser agrees to be fully liable for any and all additional charges that may occur including, but not limited to:

- Extensive cleanup (spills, etc)
- Shampooing and disinfecting (due to sickness/vomiting)
- Burn holes, rips, or tears to upholstery
- Acts of vandalism
- Downtime subject to loss of revenue due to damages caused by purchaser or any members of his/her party
- Extra rental time

The purchaser authorizes Magic City VIP, LLC to charge any additional charges after the rendered services to the purchaser’s credit card.

The purchaser/credit card holder gives authorization to use the credit card information over the phone/fax/internet combination with signed contract. The purchaser is required to furnish proof of legal possession of his/her credit card by means of a driver’s license or other state or federal form of identification. A copy of the purchaser’s identification must be received at the time of initial booking.

If customer fails to show at designated pick up location and does not inform the office and/or driver on the day of the scheduled event, the full amount of the contracted time will be charged. Magic City VIP, LLC shall not be held responsible for late arrival caused by (but not limited to) acts of nature, traffic delays, vehicle breakdown, incorrect pickup and drop off information, and any other situations beyond our control.
A 20% gratuity will automatically be added to your rental charge. This is 20% of the total rental charge. 20% is the industry standard for included gratuities, which covers bus preparation, included services, bus clean-up, and any additional services.

If the Party Bus rental is to for a minor under the age of (18) eighteen, this agreement must be signed by either a parent or legal guardian over the age of 18.

Magic City VIP, LLC offers high tech-equipped Party Bus. Heat and excessive use of all the power-operated equipment might be subject to failure. Opening and closing of doors and windows, heat producing equipment, and high Montana temperatures may cause the air conditioners to perform at a lower level. This will, of course, not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip. Magic City VIP, LLC guarantees that all efforts are made to keep the highest possible standards and eliminate such failures as much as possible.

The Party Bus driver reserves the right to expel any passenger, at any time during the rental period, for non-compliance with the terms and conditions set forth in this service contract. Failure to comply with the stated terms and conditions may result in immediate termination of service with no refund.

I, the contract holder/purchaser, fully understand and agree to comply with all the above stated terms and conditions set forth by Magic City VIP, LLC. I am responsible of all members of my party and, as the primary card holder/purchaser, will be held liable for any and all additional charges as set forth in this contract.

If I am signing for a minor under the age of (18) eighteen, I acknowledge that I am the legal parent or guardian of that minor, and I am accepting all responsibility and liability of said minor, and therefore are responsible for the compliance of all above stated terms and conditions on behalf of the minor.

PRINT NAME:____________________________________________

SIGNATURE:___________________________________________
Signature or legal guardian, if passenger is a minor:

PRINT NAME:______________________________________________________

SIGNATURE:_______________________________________________________
CUSTOMER & EVENT INFORMATION

Date of Event:_________________  Number of Passengers:_________________

Type of Event:______________________________________________________

Are any passengers under the age of 21?    YES     NO
Are any passengers under the age of 18?    YES     NO

Pickup Time:_________________    End Time:____________________________

First Name:_________________________________________________________

Last Name:___________________________________________________________

Home Phone:________________________________________________________

Mobile:____________________________________________________________

Email Address:______________________________________________________

Pickup Address:_____________________________________________________

Destination Address:_________________________________________________

Special Requests:

- Copy of purchaser’s driver’s license or other state/federal identification is required & must be received at the time of initial booking