



BOOKING FORM, TERMS AND CONDITIONS

Terms and conditions of A&S Transportation, LLC dba Party Bus Solutions also referred to in this contract as "Company" and _____ individual or business receiving services from Company as "Client".

Services rendered: Company agrees to provide transportation from fixed points for a flat fee in exchange for compensation from Client.

All credit card transactions will incur a 3% surcharge. Client agrees to pay any fees incurred due to bounced checks or non-sufficient funds.

1a. A bus, date, and time frame are considered still available for booking until Company has received a contract and a deposit or down payment has been paid. The total balance due is required to be paid in full 24 hours prior to the time of pick up. 50% of the total booking balance is non-refundable in the event of a cancellation at any time. An added cancellation fee of two hundred fifty dollars (\$250.00) will be charged to the credit card of Client on file for any cancellation made within fourteen (14) days of reservation. If any cancellation is made within 48 hours of reservation the Client's card on file will be charged the total balance due.

1b. Overtime will be permitted upon vehicle availability but is not guaranteed. Overtime is billed in one hour increments and will be collected by cash or card prior to the start of overtime hour(s). By agreeing to service with A&S Transportation, LLC the customer is agreeing to pay for overtime accrued. The overtime rate is at the discretion of Company but shall not exceed 1.33 times the hourly rate of the previously scheduled booking hours.

1c. If Client has agreed to pay a balance due to Company at pickup in cash, the entire remaining balance must be received by Company's driver prior to departure. 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 for concessions made by company to remedy time lost.

1d. if an additional fee and/or fine are assessed by Company for actions of Client or Client's party during the booking period, Client will be given 48 hours from the time notice is sent by Company to pay the balance due. After 48 hours a 20% charge will be added and Client will incur a compounding 20% added charge for each 24 hours the balance is not paid.

1e. Prices are subject to change. In the event of a price increase, Client is only responsible for the agreed upon amount as quoted at the time of booking. In the event of a price decrease, Client is responsible for the agreed upon amount at the time of booking.

A gratuity charge of up to 20% may be added to the total cost of booking. A gratuity charge will not be added to the total after a down payment from Client has been processed.

Alcohol consumption by persons under the age of 21 is strictly prohibited in the vehicle. A&S 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 possess any illegal narcotics 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 and without refund. 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 costs incurred by Company as a result.

Except in the case of willful 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. A&S Transportation, LLC does not assume responsibility for client health or safety due to personal negligence of Client or their patrons. In signing 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. It is further understood that in the event of an injury, Client is only covered by the outlines of the insurance policy that A&S Transportation, LLC carries and that Company's owner(s) and affiliates hold no liability. Any injury that does occur must be reported to the driver of vehicle immediately.

A&S 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 preexisting defects before departure. In the event of damage to the vehicle or missing items, Client assumes full 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. This includes both interior and exterior damage to repair, replace, or excessively clean. The cost of cleaning, repairing, restoring, or otherwise remediating any damage to a vehicle caused by client may be charged to such Client's credit card on file or billed directly to such client, without prior notice. Additional fees may be charged to cover damages at the company's discretion. An added fee for body fluid cleanup or excessive cleanup is a minimum of two hundred dollars (\$200) per incident and is at the sole discretion of Company.

All electronics, amenities, etc. are free. Client is paying for the actual vehicle and transportation. Therefore, company does not guarantee all TV's, lighting, air conditioning, stereo system components and equipment act... will operate at the time of rental. In the very rare event of such occurrence concessions are not guaranteed.

Client acknowledges that Company's vehicles are equipped with interior and exterior security cameras and activities in and around the vehicle may be recorded. Cameras should not be relied on by guests for personal security or security of their belongings. Cameras may be used to enforce and verify compliance with contract terms. Client may request footage from Company but the release of recorded content by Company is not guaranteed.

Neither A&S Transportation, LLC, Party Bus Solutions, its agents, nor 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.

Smoking of any type including vaporizers, cigarettes, cigars etc.... are not permitted to be used in the vehicle. Smoking in the vehicle will result in a \$150 fine per incident.

Any fines that A&S Transportation, LLC is charged due to the actions or itinerary of Client or Client's party will be charged to the credit card of Client on file. These include but are not limited to fines related to underage drinking, over capacity, throwing trash/littering out of the vehicle, yelling out the windows etc..... Client is also responsible for payment of any parking fees and toll fees incurred during the transportation of Client.

In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If client refuses a replacement vehicle, no refund or future credit is due. If no replacement vehicle is available, Client shall receive a credit for services identical to those agreed upon for the booking when the vehicle breakdown occurred.

Company reserves the right to substitute the reserved vehicle for another replacement vehicle for any reason. 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, but no replacement is guaranteed. Company may agree to a future credit for booking but concessions are not guaranteed.

All rentals are subject to weather condition. 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 or for a credit on future services identical to those previously agreed upon. 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, storms, safety inspections, police stops etc. and shall not be held liable for claims resulting in delays from such conditions. A&S Transportation, LLC is not responsible to fulfill itineraries developed by Client, which indicate a time that Client expects to arrive at certain locations after the initial pick up time. Company cannot be held responsible for delays or inconveniences due to situations deemed as "Acts of God."

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.

A \$75 trip charge may be added to the total cost for any bookings that is outside of Lawrence, Kansas municipal limits. Trip charge is at Company's discretion and may be altered at any time including after pickup if Client's plans change.

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. Only the Client signing this contract (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.

A&S 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 members 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 A&S Transportation, LLC and Client. A&S 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. A&S Transportation, LLC and vehicle driver or security are entitled to refuse transportation of individuals who have broken rules or if the number of passengers exceeds a safe amount. The "safe amount" is at the discretion of Company.

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.

All terms of this contract apply for vehicles and personnel working in collaboration with A&S Transportation, LLC or Party Bus Solutions.

A one hundred and fifty dollar (\$150) charge will be added to the total booking cost if this contract is received by Company less than twenty-four hours prior to the booking start time and date.

Client may request Company's driver to make additional stops during the trip that were not previously specified on the trip itinerary. Client understands that additional and unplanned stops will be an additional \$50 (fifty dollars). An example of this would be stopped at a gas station on the way to a KC Royals Game shuttle. Unplanned stops are the discretion of Company and Company's driver and will only be granted if it is safe to do so.

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. 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 Party Bus Solutions. Client and Party Bus Solutions. 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 Party Bus Solutions, 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 costs from the other party.

The Terms constitute the entire Contract between each Client and A&S Transportation, LLC with respect to all subject matter covered herein, and supersede all previous communications, representations, understandings and Contracts, oral, typed, or written, between the parties with respect to said subject matter. 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 not be modified by either party except by a written contract signed by both Client and Company. 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.

By signing this legally binding document, Client acknowledges that they are the owner and/or an authorized representative of the card information that is entered or written on page five of this document and that they have permission and/or authority to disclose this information to Company to be used to pay any outstanding balance. Client acknowledges that they accept all legal and financial liability that may arise for falsely representing and presenting information 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 type and accepts all legal and financial liability for falsely representing and presenting information that they do not have full authorization to use.

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, throw trash or yell out the windows, tamper with emergency exits, no gymnastics on the roof hand rails. No fighting/horseplay, no food, no smoking/vamping, no feet on the seats, no sexual acts, no release of any bodily fluids, and all weapons, illegal drugs, animals, explosives, Jell-O shots, paint, silly string, and Styrofoam coolers are prohibited. Prohibited items or excessive rule breaking may lead to immediate termination of service with no concessions made.

I (Client) authorize A&S Transportation, LLC to charge my credit card and agree to its terms. All charges are subject to Terms and Conditions as stated in this document. Charges include but are not limited to: deposit, cancellation fee, damages to vehicle, and all services rendered. I (Client) agree to inform all members of my party of the above terms and conditions before pickup by Party Bus Solutions. Client understands that Company carries no liability for minors. I (Client) understand that I am solely responsible for any minors that are transported by A&S Transportation, LLC during the scheduled booking, that I (Client) have permission from each guest's parent or legal guardian allowing them to be a guest on one of Party Bus Solutions 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 the "A&S Transportation, LLC dba Party Bus Service Contract & Booking Form", I (Client) signify that I have read the terms and conditions stated above in this contract and agree to all stated terms and conditions.

Printed Name of Client or Agent

Printed Name of Provider or Agent

Signature of Client or Agent

Date

Signature of Provider or Agent

Date