

Night Train

ENTERTAINMENT INC.

Service Contract

NIGHT TRAIN ENTERTAINMENT, INC will be providing a luxury Party Bus with a commercially licensed driver to escort you on your party adventure. Our goal is to prevent people from drunk driving and let everyone know there are safe and entertaining alternatives. To ensure that everyone will have a great time and safe trip, we would like every guest to abide by our safety rules listed below.

1. ALL GUESTS ON A NIGHT TRAIN ENTERTAINMENT, INC. BUS MUST BE 21 OR OLDER TO DRINK ALCOHOLIC BEVERAGES OF ANY KIND. VIOLATION WILL RESULT IN EARLY TERMINATION OF SERVICE- NO REFUNDS.

2. No drugs, violence, no obscenity, no weapons of any kind will be tolerated. If any of the above occurs you will be immediately dropped off at your prearranged destination and will not be refunded any amount.

3. For your safety, Please DO NOT under any circumstances distract the driver.

4. Enter as your own risk. NIGHT TRAIN ENTERTAINMENT, INC will not be held responsible/liable if any guest gets injured from various causes. For instance, if the bus is in motion and all guests are not seated, or if you are under the influence of any substance. All injuries must be reported immediately at the time of injury to the DRIVER and he will instruct you to fill our accident report.

5. Keep all personal items with you at all times; NIGHT TRAIN ENTERTAINMENT, INC is not responsible for lost, damaged or stolen items. Do not leave anything of value on the bus; we are not responsible for any discarded items left on the bus. If any property of the NIGHT TRAIN ENTERTAINMENT, INC Bus is damaged or stolen during rental by guests of your party, signor will be held liable. Signor is responsible for any and all replacement costs, collection fees, legal fees, or any other court costs.

6. We will not pick up additional people (strangers) through the night. This is for your safety.

7. *******ABSOLUTELY NO SMOKING ON THE BUS!!!**

8. Please note that your party begins when the driver arrives for the initial pick-up and ends when the last person is dropped off. No exceptions!

Initials X_____

9. If your party goes over the prearranged time you will be held responsible for the additional hours charged. Additional charges will be assigned to the renter's credit card with a 3.4% convenience charge.

10. At no time will we allow anyone to be hanging out of the windows or throwing trash out the windows.

11. While the bus is in motion, please stay seated. To avoid injury while standing, hold safety rail located on ceiling of bus.

12. If the music stops & the DRIVER announces for everyone to be seated, please do so promptly!

13. There will be NO glass cups allowed on the bus.

14. Pictures and/or videos taken by NIGHT TRAIN ENTERTAINMENT, INC Staff may be used in advertising, flyers, T.V., web site etc. By signing below you are giving permission for NIGHT TRAIN ENTERTAINMENT, INC to use pictures and/or videos of your party and guests for the above purposes. Some exceptions apply.

****For security purposes the bus is under surveillance at all times****

15. All carry-on bags are subject to search by NIGHT TRAIN ENTERTAINMENT, INC Staff.

16. ******DAMAGE CLAUSE********Signor is liable for any and all damage inflicted on the bus during the period of rental.**

- VOMIT CHARGE- There will be a \$150 charge per incident. NO exceptions.
- No FOOD of any kind is permitted on the bus.
- If bus is damaged beyond normal (e.g. excessive litter, food or spillage) a cleaning fee of \$100 will be assessed. Basically treat the bus with respect.
- Any equipment damaged during rental will be charged to signor for cost of replacement value.

17. Please understand that every effort will be made to provide you with the vehicle of your choice, however, due to extreme circumstances, it may be necessary to use a substitute vehicle. We reserve the right to make any changes we may deem necessary. In the event of a breakdown during a rental, NIGHT TRAIN ENTERTAINMENT, INC is not liable to provide a refund. NIGHT TRAIN ENTERTAINMENT, INC reserves the right to subcontract any limousine service booked and confirmed with NIGHT TRAIN ENTERTAINMENT, INC. to our affiliate limousine companies should the need arise. We also reserve the right to supply the credit card information, as well as information submitted on our reservation form, with said affiliate limo companies to cover the cost of limo service.

Initials X_____

18. In the event that it may become necessary, NIGHT TRAIN ENTERTAINMENT, INC reserves the right to charge for any collections and/or attorney fees associated with any and all collection actions for unpaid balances, damages or charge-backs.

- DEPOSITS- All Rentals Require a \$250 Security Deposit. Deposit is held on your credit/debit card as security, and released the 24hrs following the date of your rental (assuming there is no pending balance).
- BUS CANCELLATION- Deposits are NON-REFUNDABLE!! Some circumstances may warrant a refund, However they are solely at the discretion of NIGHT TRAIN ENTERTAINMENT, INC.
- All rentals must be paid in full before boarding the bus. If paying with a Credit Card you are subject to a 3% service charge.
****Note: To guarantee your reservation you must pay the deposit, sign and return contract and itinerary.

BY SIGNING THIS LEGALLY BINDING CONTRACT YOUR ARE AGREEING TO ALL OF NIGHT TRAIN ENTERTAINMENT, INC's RULES, POLICIES, & REGULATIONS.

Print Name_____ **Signature**_____ **Date** _____

Date of Rental_____ **Rental Duration**_____ **Rental Amount** _____

Phone Number _____

Initials X _____

Night Train Inc.

CREDIT CARD AUTHORIZATION FORM

Instructions:

- 1) **Print the form and fill in all blank areas.**
- 2) **Provide an e-mail address where we can send you a receipt (if requested) and contact you for verification purposes.**
- 3) **Please e-mail the form (as an attachment) to contact@nightraininc.com**

Name as it appears on credit card:	
Billing Address (with zip code)	
E-mail Address	
Credit Card Type (Visa, MasterCard, American Express)	
Credit Card Number	
Three Digit Security Code on back of the card (for American Express - 4 digits on the front of the card)	
Expiration Date	

I, the undersigned, hereby authorize Night Train Inc. to charge the credit card above. I understand that I MUST return Contract, Payment Authorization Form and Itinerary to complete the reservation. All Deposits are Non Refunable and will be forfeited if rental is canceled.

Date of Rental:

Type of Vehicle:

Rental Length:

Amount Due:

Deposit:

Balance Due the Night of Rental:

Amount to Charge: \$ _____ Authorized Signature _____