



TROLLEY RENTAL CONTRACT

This Agreement is made on this date of _____ 20__ between The Parks and Recreation Department of the City of Jeffersonville ("Vendor") and _____,
As follows:

CONTRACT TIME

Vendor contracts to rent (1) 23 passenger vehicle from (time) _____AM/PM on (date) _____, until (time) _____AM/PM, on (date) _____ (The "Contract Time") plus one (1) hour trolley preparation time.

PICK UP ADDRESS: _____

DROP OFF ADDRESS: _____

Customer agrees to provide a specific route(s) or map of transportation including stop(s).

CONTRACT PRICE

The Customer agrees to pay \$250 per hour (minimum two (2) hour rental), plus one (1) hour trolley preparation for the rental of this trolley. The full rental amount and completed trolley contract is required to hold the reservation. In the event the actual use of the trolley exceeds the contract time, Customer agrees to pay the rate of \$250.00 for each additional hour (a partial hour will be billed as a full hour).

TOTAL CONTRACT HOURS PLUS ONE (1) HOUR PREPARATION _____ X \$250.00 =

WARRANTY

Vendor warrants that the vehicle has undergone regular maintenance and is in good, clean condition. The foregoing warranty does not warrant that the vehicle will be free from unforeseen mechanical defects.

ASSUMPTION OF RISK BY CUSTOMER

Vendor does not guarantee the safety or assume any responsibility for any personal articles or items lost, stolen, damaged or left in the vehicle.

Vendor is not responsible for delays in the vehicle's departure and arrival caused by weather, road conditions, hazards, accidents or other unforeseen events, including acts of God or War.

RULES & SPECIAL CONDITIONS

There shall not be more than 23 persons provided transport or shelter in the vehicle at any one time. Customer agrees to provide a specific route(s) or map of transportation including stop(s).

There shall not be any possession or consumption of alcoholic beverages, illegal drugs or use of tobacco products on the vehicle.

There shall not be any unruly behavior by passengers, nor any conduct causing, or in the driver's opinion likely to cause, damage to the vehicle.

Passengers shall not engage in conduct that will interfere with, or in the driver's opinion, likely to interfere with, safe operation of the vehicle.

Vendor reserves the right to expel any passenger(s) from the vehicle and/or terminate this contract if, in the opinion of the driver, a violation of the above stated conditions has occurred. In the event of such an early termination, there will be a forfeiture of all paid deposits and fees for service.

Tipping of the driver is not allowed.

DAMAGE

Customer agrees to pay for any and all damage and any cleaning to the vehicle which results or is required due to the conduct of any person in the vehicle. Specifically, such damage includes, but is not limited to, burns, spillage, vomiting, broken glassware, scratches, stains and broken windows, seats and mirrors.

HOLD HARMLESS

Customer agrees to indemnify and hold harmless the driver and Vendor for any and all negligence or gross negligence of the conduct of any passenger. Moreover, Customer agrees that it shall instruct its insurance carrier to affix the City of Jeffersonville, its entities, assigns, employees and all other individuals associated therewith, as "also insured" for the amount of \$1,000,000 for the purpose of providing the City with liability coverage for any and all claims that may or may not be made related to this contract and subject Event related to the Vehicle's use.

BREACH OF CONTRACT AND ATTORNEY FEES

If the customer shall breach this contract, the Vendor shall be entitled to terminate service under this agreement immediately and be entitled to his attorney's fees, the costs of collection and costs incurred in any lawsuits arising out of or in connection with said breach.

SEVERABILITY

If any provisions of this contract are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

JURISDICTION

The parties agree that all the terms and conditions stated herein shall be construed under the laws of the State of Indiana and any action or proceeding brought in connection with or arising out of this contract shall be within the jurisdiction of Clark County, Indiana.

Vendor Signature _____ (signature after finalized)

Printed Name _____ Date _____

Customer Signature _____

Printed Name _____ Date _____

Customer email address _____

Customer contact number _____

Total Paid \$ _____ Date _____ Receipt# _____