



RENTAL TERMS & CONDITIONS

EFFECTIVE AS OF OCTOBER 31ST, 2018 | REVISED JANUARY 22ND, 2024

1. RENTER RESPONSIBILITIES

- The renter must be 21 years old or older on the day of the rental to rent a bus by Elite Party Ruses I I C.
- 2. The renter is responsible for all activities and actions passengers take during the rental. Elite Party Buses 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.
- The renter is responsible for accounting for all the passengers. Elite Party Buses, LLC is not responsible or liable for passengers left at an establishment
- 4. The renter must approve every passenger who boards 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 all damages that occur during the trip. The renter is responsible for all legal fees, repair costs, collection costs, replacement costs, court costs, or any other fees, fines, or costs that occur or are associated with their rental.
- 6. The renter is responsible for removing their property or their passenger's property from the bus at the end of the rental. Elite Party Buses LLC is not responsible or liable for any lost or stolen items during the rental. An employee of Elite Party Buses LLC will search the bus for lost items during normal business hours.
- 7. The renter must abide by the bus capacity. 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.
- 8. 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 and gratuity, and make decisions during the trip on behalf

- of the renter. The alternative contact must be 21 years old or older to make decisions on the bus and for the rental to proceed without the renter. The renter will still be held responsible for any of the alternative contact's actions and decisions.
- g. The renter agrees that the pricing of the bus, mileage, discounts, and gratuity is 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 or before the



designated drop-off time. The renter's time begins at the designated pick-up time, whether the renter or passengers are ready. The bus arriving earlier than the designated pick-up time is solely at the discretion of Elite Party Buses LLC.

- 2. Elite Party Buses LLC and their drivers have complete discretion over where the bus can and can't go, as well as which routes the bus takes. If a street, entryway, driveway, parking lot, or establishment is inaccessible, the driver has the right to adjust the pick-up and drop-off locations, destinations, routes, or parking to accommodate the situation.
- 3. Elite Party Buses LLC cannot guarantee that every private or public establishment, venue, farm, acreage, neighborhood, apartment complex, or private residence will be accessible to buses. This includes hotel or venue awnings. No refunds will be given if adjustments to the route or destinations are made due to inaccessibility.
- 4. The driver has complete discretion on whether the bus travels down a gravel road or private property if the road and/or driveway is wet or excessively muddy. No refunds will be given if a road and/or driveway is deemed inaccessible.
- 5. Due to varying drive times and times allotted at each destination, Elite Party Buses LLC cannot guarantee that the bus will be able to stop at every destination that the renter has chosen within the reservation time frame. Elite Party Buses LLC also cannot guarantee exact drive times or routes. Elite Party Buses LLC is not responsible for any delays caused by traffic, weather conditions, road construction, detours, accidents, or any other circumstance out of Elite Party Buses LLC's control.
- 6. The renter is responsible for making arrangements with small-town bars and other establishments that require prior notice or reservations. Elite Party Buses LLC cannot guarantee that bars or other establishments will allow party bus passengers into their premises. Elite Party Buses LLC cannot be held responsible if those establishments turn the renter or their passengers away.
- 7. The renter is responsible for obtaining permission to be on private property if their rental requires it. (E.g. driving on private property to take photos for weddings, etc.). The renter is responsible

for any and all legal matters and fines concerning trespassing on private property.

- 8. If the 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 or crossing the safety line while the driver is operating 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.
- 10. Elite Party Buses LLC will not cross state lines under any and all circumstances. No exceptions.

3. PAYMENTS & BILLING

- 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 additional time at the bus' regular hourly rate. The renter will be billed in quarter hours.
- 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. Weddings, sporting events, and quinceañeras must have the remaining balance paid prior to the rental date. If Elite Party Buses LLC has not heard from the renter concerning payment, the credit card on file will automatically run on the Thursday before the rental.
- 5. If a wedding does not leave the bus at the designated drop-off time and causes Elite Party Buses LLC to be late for the 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 renter has used their full-time included in the wedding

package.

- 6. The mileage fee is a \$1.75 per mile to the pick-up location and from the drop-off location if they are outside of Lincoln city limits. Omaha is a flat \$75 mileage fee. The mileage fee is determined by the final pick-up and drop-off locations.
- Refunds will be issued at the sole discretion of Elite Party Buses LLC. No refunds will be given due to circumstances out of Elite Party Buses LLC's control.
- 8. Elite Party Buses LLC reserves the right to refuse payments made by check and/or cash apps.

4. CANCELATIONS

- 1. If the rental is canceled at any point for any reason, the nonrefundable 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 10 days of the rental, the full rental price, plus an additional \$150 driver cancellation fee, will be due.
- 4. If a wedding is canceled within 60 days of the rental, half the rental price will be due.
- 5. If a wedding is canceled within 30 days of the rental, the full rental price will be due.
- 6. If a rental for a Husker Game, Special Event, or Holiday is canceled within 30 days of the rental, half the rental price will be due.
- 7. If a rental for a Husker Game, Special Event, or Holiday is canceled within 14 days of the rental, the full rental price will be due.
- 8. Elite Party Buses, LLC, reserves the right to cancel or delay any rental due to weather that makes operating the bus unsafe or any other circumstances out of Elite Party Buses LLC's control. If the rental is delayed, the renter may make up any lost time at the end of the current rental (if applicable and will not delay another rental or cause the driver to exceed the maximum amount of on-duty hours allowed by



the Department of Transportation). Otherwise, the renter may make up that time on a future rental. Due to weather or other circumstances being out of Elite Party Buses LLC's control, no refunds will be given. No exceptions.

- g. Elite Party Buses LCC reserves the right to make final cancelation determinations due to weather or circumstances out of Elite Party Buses LLC's control at any time, including leading up to the time of pick-up.
- 10. Rentals that Elite Party Buses LLC cancels due to weather or other circumstances out of Elite Party Buses LLC's control may be rescheduled by the renter for another date of their choosing based on bus availability. The deposit and any payments will be transferred to the new reservation. Due to weather or other circumstances being out of Elite Party Buses LLC's control, no refunds will be given. No exceptions.

5. FINES & PROHIBITED ITEMS

- 1. There is absolutely no smoking on the bus. No exceptions. This includes e-cigarettes and 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 without a refund
- 2. In the event of vomit, urine or any other bodily fluids incidents occurring during the trip, a \$200 Biohazard Cleanup fine will be charged to the renter for each incident.
- 3. Disposing of cans, bottles, trash, or anything other than toilet paper into the bathroom toilet will not be tolerated. A \$250 fine to unclog the bathroom will be charged to the renter.
- 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.
- 5. Jello shots or any other sticky gummies, candies, or substances are not allowed on the bus. Popcorn, confetti, and glitter are also not allowed. No exceptions. An additional \$100

cleanup fee may be charged to the renter if any of these banned items are found on the bus.

- Styrofoam cups and styrofoam coolers are not allowed on an Elite Party Buses LLC bus. No exceptions.
- 7. Drugs or illegal substances of any kind are prohibited by law and not allowed on a bus rented by Elite Party Buses LLC. If drugs or illegal substances are found on the bus, the party will be terminated without a refund, and the authorities will be notified
- 8. Weapons of any kind will not be allowed on a bus rented by Elite Party Buses LLC. If weapons are found on the bus, the party will be terminated without a refund.
- 9. Emergency exits, including windows and hatches, shall not be tampered with or opened unless there is an emergency. If it is not an emergency and passengers play, tamper with, or open an emergency exit without authorization from an Elite 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. All Elite Party Buses LLC renters and passengers must be respectful and show consideration to the driver throughout the rental and follow all safety and regulatory rules or instructions that the driver gives them. Anyone refusing to follow the driver's instructions will be removed from the bus. If necessary, the party will be terminated without a refund, and/or the authorities will be notified.
- 2. Elite Party Buses LLC, its drivers, and employees have complete authority to deny access to the bus to any passenger, including the renter, for any reason or to remove any passenger, including the renter, for any reason. If necessary, the party will be terminated without a refund, and/or the authorities will be notified.

- 3. In accordance with State and Federal law, and for the safety of everyone on the bus, do not distract the driver or cross the safety 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. If necessary, the party will be terminated without a refund, and/or the authorities will be notified.
- 4. Before the bus can leave the pick-up location, everyone must be seated and listen to the pre-trip rules, regulations, and safety quidelines.
- 5. Physical or verbal altercations, including sexual harassment, will not be tolerated. If any of these things occur between passengers that endanger the safety of others or disrupt the rental in any way, those passengers will be removed from the bus. If necessary, the party will be terminated without a refund, and/or the authorities will be notified. This includes physical or verbal altercations, sexual harassment, or assault that occurs in public or private establishments.

7. ALCOHOL CONSUMPTION & UNDERAGE PASSENGERS

- Underage drinking is prohibited by law and will not be tolerated on a bus owned and operated by Elite Party Buses LLC.
- 2. In accordance with the Nebraska 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. Elite Party Buses LLC is not responsible for delays due to checking identification.
- 3. As the renter, you acknowledge that law enforcement, in accordance with Nebraska state law, is allowed to check valid IDs of every passenger getting on or off the bus at any stop. Law enforcement is also authorized to inspect for overconsumption. Elite Party Buses LLC



is not responsible for any delays caused by law enforcement.

- 4. Per the Nebraska Liquor Control Commission's rules and regulations, any passenger deemed intoxicated (using the criteria set forth by the NLCC) will no longer be allowed to consume alcohol on the bus. If any passenger, including the renter, refuses to stop consuming alcohol after being instructed by the driver to stop, they will be removed from the bus. The renter will assume all responsibility and liability for providing a safe way home for those passengers. If there are multiple instances of refusal to stop consuming alcohol or the renter and alternate contact are both deemed to be intoxicated themselves, the rental will be terminated without a refund
- 5. In accordance with the Nebraska Liquor Control Commission's rules and regulations, Elite Party Buses LLC and its drivers have the right to deny anyone from boarding the bus, including at the pickup location, if they are deemed to be intoxicated (using the criteria set forth by the NLCC).
- 6. Weddings, Holiday Light Tours, Polar Experiences™, quinceañeras and/or any other special holiday or family event that will have alcohol present may have underage passengers on the bus, as long as Elite Party Buses 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 when boarding the bus.
- 7. Proms, quinceañeras, or any other high school or family events that will not have alcohol present will be allowed to have underage passengers on the bus. Passengers may still be required to show a driver's license or appropriate government ID when boarding the bus. Elite Party Buses LLC must be notified prior to the rental date that alcohol will not be present and must approve each rental. A chaperone who is over 25 years of age will be required to be on the bus at all times during these rentals.
- 8. As the renter, you acknowledge that you can be charged to the fullest extent of the law for purchasing and/or distributing alcohol to underage individuals. You also acknowledge that Nebraska

law prohibits family members from providing alcohol to their underage children outside of their family home. The renter assumes full responsibility for all legal matters, including but not limited to law enforcement charges or fines relating to alcohol that may occur before, during, or after the rental. Elite Party Buses, LLC, its drivers, employees, and owners are not liable or responsible for any law enforcement charges or fines relating to alcohol that may occur before, during, or after the rental.

- g. If the driver suspects or finds underage passengers consuming alcohol on the bus, the rental will be terminated immediately without a refund, and the authorities will be notified.
- 10. In accordance with Nebraska law, open containers are not 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 a refund.

8. KARAOKE CRUISING™

- 1. The renter is responsible for downloading the Singa karaoke app for themselves and all their passengers. It is also the responsibility of the renter to manage the karaoke queue, who participates in the karaoke, and how many turns each person gets.
- 2. We are not responsible for any lack of cellular reception on the part of the cellular service for the Karaoke-enabled iPad or the cellular services of the renter and their passengers.
- 3. We are not responsible for the third-party operated Singa app; this includes but is not limited to any glitches, bugs, or features that may not be working, as well as any service outages.
- 4. We are not responsible for any desired songs not being available on the karaoke system, nor are we responsible for the song catalog as a whole.
- 5. The renter may request a specific song to be added to the karaoke system at least 3 business days before their rental date. We do not guarantee we can accommodate every song request due to licensing rights.

- 6. If the microphones or karaoke system are being abused or not being used for their intended purpose, the driver has the right to deny any individual the use of the microphones and karaoke system. The driver also has the right to disable the karaoke system and remove the microphones from the bus. If the karaoke system or microphones are abused or not used for their intended purpose, no refund will be given.
- 7. If a microphone is damaged or no longer functions at the end of the rental, a replacement fee of \$50 for each damaged microphone will be charged to the renter.
- 8. If either the iPad or iPad wall mount are damaged during the rental, the renter must pay to replace either or both at the current MSRP.

9. MISCELLANEOUS

- 1. Elite Party Buses LLC is not responsible for any injuries that occur on the bus that may result from intoxication, not holding on to the designated handlebars, not being seated, or not following any other safety guidelines set by Elite Party Bueses LLC.
- 2. Elite Party Buses LLC is not responsible and does not guarantee 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.
- 3. Elite Party Buses LLC is not responsible for or obligated to refund for any mechanical failures that occur during the rental, including but not limited to mechanical (e.g. engine, electrical, heating, air conditioning), sound system (e.g. stereo receivers, amplifiers, or speakers) DVD/Blu-Ray players, TVs or lighting.
- 4. In the event of a mechanical failure during a rental, Elite Party Buses LLC reserves the right to provide a replacement bus of any type or size based on availability. If a replacement bus is able to finish the rental, no refund will be given. The renter may make up any lost time on the current rental (if applicable and will not delay another rental or cause the driver to exceed the maximum amount of on-duty hours allowed by the Department of



Transportation). Otherwise, the renter may make up that time on a future rental.

5. Elite Party Buses LLC is not responsible for any delays, including delayed pick-up times or travel times, due to unforeseen circumstances, including but not limited to weather, traffic, road conditions, accidents, construction, or any other delays beyond Elite Party Buses LLC's control. No refunds will be given. The renter may make up any lost time on the current rental (if applicable and will not delay another rental or cause the driver to exceed the maximum amount of on-duty hours allowed by the Department of Transportation). Otherwise, the renter may make up that time on a future rental.

- 6. Elite Party Buses LLC reserves the right to change, substitute, or provide another bus of any type or size in the event the bus currently rented cannot perform the rental on the rental date for any reason. No refunds will be given if the rental can be full-filled and completed by the replacement bus. No refunds will be given if the replacement bus is not of equal size or lacks certain features (e.g., dance poles, bathrooms, light features, bar areas).
- 7. Elite Party Buses LLC has the right to use all pictures and videos taken by an Elite Party Buses LLC driver or employee that occur during a renter's trip for the use of promotion of any kind, including but not limited to advertising, TV, flyers, website, social media, etc.

- 8. Commercial film productions and videography outside of wedding videography will be subject to location licensing fees.
- g. Elite Party Buses LLC reserves the right to update the Rental Terms & Conditions at any time.

ACKNOWLEDGEMENT

By check marking the Terms & Conditions box, digitally signing the reservation form, and/or submitting payment, you, as the renter, acknowledge that you have read, understand, and agree to Elite Party Buses LLC's Rental Terms & Conditions listed above, as well as authorize Elite Party Buses LLC to charge your credit card for deposit, hourly rates, fees, fines, and/or damages that occur on the requested trip.



