



*Elite*  
PARTY  
BUSES  
ESTD  
2014

NEBRASKA'S  
ULTIMATE

*Party Bus*

EXPERIENCE

# RENTAL TERMS & CONDITIONS

EFFECTIVE AS OF OCTOBER 31ST, 2018 | REVISED AUGUST 8TH, 2022

## 1. RENTER RESPONSIBILITIES

1. The renter must be 21 years of age on the day of the rental in order to rent a bus by Elite Party Buses LLC.

2. The renter is responsible for all activities and actions that are taken by passengers on a bus provided by Elite Party Buses LLC.

3. The renter is responsible for accounting for all the passengers. Elite Party Buses LLC is not responsible for passengers left at an establishment.

4. The renter must approve every passenger that enters 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, or any other court costs.

6. 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.

7. 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 to make decisions during the trip on behalf of the renter. The alternative contact must be 21 years-old to make decisions on the bus and for the rental to proceed without the renter. The renter will still be held responsible for any and all of the alternative contact's actions and decisions.

8. The renter agrees that the pricing of the bus, mileage, discounts, and gratuity are 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 the designated drop-off time. The renter's time begins at the designated pick-up time, whether the renter or passengers are ready.

2. The driver and Elite Party Buses, LLC has full discretion over where the bus can and can't go, as well as, which routes the bus takes. If a street, entryway or driveway is inaccessible, the driver has the right to adjust the pick-up & drop-off locations, route or parking to accommodate the situation.



3. The driver has full discretion on whether the bus travels down a gravel road or private property if the road and/or driveway is wet or excessively muddy.

4. Due to varying drive times, and times allotted at each destination, we cannot guarantee the bus will be able to stop at every destination that the renter has chosen within the reservation time frame. We also cannot guarantee exact drive times. Elite Party Buses LLC, is not responsible for any delays caused by traffic, weather conditions or road construction.

5. The renter is responsible for making arrangements with small town bars and other establishments that require prior notice or reservations. We cannot guarantee that bars or other establishments will allow party bus passengers into their premises and cannot be held responsible if those establishments turn the renter or their passengers away.

6. Elite Party Buses, LLC reserves the right to switch buses of equal or greater value in the event of a mechanical failure out of our control.

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 disputes and fines concerning trespassing on private property.

8. If your 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 while they operate the bus will not be tolerated.

9. The renter and their passengers only have a maximum of 10 minutes after the designated drop-off 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

1. 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. Wedding parties must have the remaining balance paid prior to the rental date. If we have not heard from you concerning payment, the credit card on file will automatically run on the Thursday before your rental.

5. If a wedding does not leave the bus at the designated drop-off time and causes us to be late for our 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 will be fine charged, whether or not the wedding has used their full time included in the wedding package.

6. The mileage fee is a \$1.50 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 \$50 mileage fee. The mileage fee is determined by the final pick-up and drop-off locations.

7. Refunds will be issued at the discretion of Elite Party Buses LLC.

8. Elite Party Buses LLC reserves the right to refuse payments made by check. Credit card payments will have a 3% transaction fee automatically added.

### 4. CANCELSATIONS

1. If the rental is canceled at any point, for any reason, the 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 7 days of the rental, the full rental price, plus an additional \$150 driver cancellation fee will be due.

4. If a wedding cancels within 30 days of the rental, the full rental price will be due.

5. If a rental for a Husker Game, Special Event, or Holiday is canceled within 30 days of the rental, the half the rental price will be due.

6. 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.

7. Elite Party Buses, LLC, reserves the right to cancel or delay any rental due to weather of any kind that make road conditions unsafe for travel. The renter may make up any and all lost time on the current rental (if applicable) or a future rental. Refunds will be decided on a case by case basis.

8. Rentals canceled due to weather, may reschedule by the renter for another date of their choosing based on bus availability.

### 5. FINES & PROHIBITED ITEMS

1. There is absolutely no smoking on the bus. No exceptions. This includes e-cigarettes, jewelry, 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.

2. In the event of vomit, urine or any other bodily fluids incidents occurring during the trip, there will be a \$200 Biohazard Cleanup fine charged to the renter for each incident.

3. Disposing of cans, bottles, trash or any other items other than toilet paper into the bathroom toilet will not be tolerated and 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 gum, candies or substances are not allowed on the bus. No exceptions. Popcorn, confetti and glitter are also not allowed. An additional \$100 cleanup fee may be charged to the renter if any of these banned items are found on the bus.

6. Styrofoam cups and styrofoam coolers are not allowed on an Elite Party Buses LLC bus. No exceptions.

7. Drugs or illegal substances are prohibited by law and not allowed on a bus rented by Elite Party Buses LLC. If drugs are found on the bus, the party will be terminated without 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 refund.

9. Emergency exits, including windows and hatches shall not be tampered with or opened unless of an emergency. If it is not an emergency and passengers play or tamper with or open an emergency exit without authorization from an Elite Party Bus 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 emergence exit.

## 6. CONDUCT ON THE BUS

1. Fighting, including physical or verbal altercations will not be tolerated. If fighting occurs between passengers that endanger the safety of others or disrupts the rental in any way, those passengers will be asked to leave the bus. If necessary, the party will be terminated without refund. This includes physical or verbal altercations in public or private establishments.

2. Elite Party Buses LLC drivers or employees reserve the right to deny access to the bus to any passenger that seems excessively intoxicated or disruptive enough that would endanger the

safety of other guests.

3. The driver has the right to remove any unruly passengers for any reason, at any time during the rental.

4. In accordance with state and federal law, and for the safety of everyone on the bus, do not distract the driver or cross the white 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.

5. All Elite Party Buses, LLC passengers must show respect to the driver throughout the rental and follow all safety and regulatory rules that the driver gives them.

6. Before the bus can leave the pick-up location, everyone must be seated and listen to the pre-trip rules and regulations.

7. In accordance with Nebraska law, no open containers are 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 refund.

## 7. ALCOHOL CONSUMPTION & UNDERAGE PASSENGERS

1. 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.

3. As the renter, you acknowledge that law enforcement, in accordance with Nebraska state law, are allowed to check valid IDs of every

passenger getting on or off a bus owned and operated by Elite Party Buses, LLC.

4. If the driver suspects or finds underage passengers consuming alcohol on the bus, the rental will be terminated immediately without refund and the authorities will be notified.

5. In accordance with the Nebraska Liquor Control Commission's rules and regulations, any passenger deemed to be intoxicated (using the criteria set forth by the NLCC) will no longer be allowed to consume alcohol on the bus. If those passengers refuse to stop consuming alcohol, they will be removed from the bus and the renter will assume all responsibility for providing a safe ride home for those passengers. If multiple instances of refusal to stop consuming or the renter and alternate contact are both deemed to be intoxicated themselves, the rental will be terminated without refund.

6. Weddings, Christmas Light Tours and any other special holidays and family events 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.

7. Weddings, proms and any other high school events that will not have alcohol present, will be allowed to have underage passengers on the bus and will not be required to show a driver's license or appropriate government ID. Elite Party Buses, LLC must be notified prior to the rental date that alcohol will not be present. A chaperone may be required for prom and other high school events.

8. As the renter, you acknowledge that you can be charged to the fullest extent of the law for purchasing and distributing alcohol to underage individuals. The renter assumes full responsibility of all legal matters, including but not limited to law enforcement charges or fines that may occur before, during or after the rental. Elite Party Buses, LLC, it's drivers, managers and owners are not liable or responsible for any law enforcement

charges or fines that occur before, during or after the rental.

## 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 the iPad or iPad wall mount is damaged during the rental, the renter must pay to replace them.

## 9. MISCELLANEOUS

1. Elite Party Buses LLC will not be held responsible for any lost or stolen items during the rental. Searching the bus for lost items will be conducted during normal business hours.

2. Elite Party Buses LLC is not responsible for any and all 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.

3. Elite Party Buses LLC is not responsible for any injuries that occur on the bus that may result from intoxication or not holding on to the designated handle bars, or not being seated or any other movements of the bus.

4. Elite Party Buses LLC is not responsible or guarantees that 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.

5. Elite Party Buses LLC is not responsible for or obligated to refund for any and all mechanical failures that occur during the rental, including but not

limited to: mechanical (engine, electrical, heating, air conditioning or otherwise), sound system (stereo receivers, amplifiers, or speakers,) DVD/Blu-Ray players, TVs or lighting.

6. In the event of a mechanical failure, Elite Party Buses LLC reserves the right to provide a replacement bus based on availability. If a replacement bus is able to finish the rental, no refund will be given. The renter may make up any and all lost time on the current rental (if applicable) or a future rental.

7. Elite Party Buses LLC is not responsible for delayed travel time due to unforeseen circumstances, including but not limited to: weather, traffic, road conditions, accidents, or any other delays beyond our control. No refunds will be given. The renter may make up any and all lost time on the current rental (if applicable) or a future rental.

8. Elite Party Buses LLC reserves the right to change or provide another bus of any type or size in the event the bus currently rented is not able to perform the rental due to mechanical failures of any kind. No refund will be given if the rental can be full-filled and completed by the new bus, whether or not the bus is of equal size or lacking certain features, such as dance pole, etc.

9. Elite Party Buses LLC has the right to use all pictures and videos that occur during a renter's trip for the use of advertising, TV, flyers, website, social media, etc.

10. Commercial film productions and videography outside of wedding videography will be subject to licensing fees.

11. Elite Party Buses LLC reserves the right to update the Rental Terms & Conditions at anytime.

## ACKNOWLEDGEMENT

By check marking the Terms & Conditions box, digitally signing the rental form, 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.



NEBRASKA'S  
ULTIMATE



TM

*Party Bus*

EXPERIENCE

OPEN



MICS

*Karaoke*

CRUISING

TRD · MRK