

Contract Agreement Terms & Cancellation Policy

TERMS AND CONDITIONS OF TRANSPORTATION WITH Magic Event Transportation LLC also referred to in this contract as “Company” and individual or business receiving services from Company as “Client” or “Customer”. Services rendered: Company agrees to provide transportation from fixed points for a fee in exchange for compensation from Client. “reservation date” refers to the date and time Client specified on the Party Bus Booking Form & Contract Agreement found under the Book Your Bus tab on Company’s website. The terms “booking total” and “booking balance” refer to the total amount indicated on the confirmation email that was previously agreed upon between Company and Customer.

1. CANCELLATION POLICY – Client understands and agrees to the following terms of the cancellation policy:

- Cancellation & Damages Policy - Customer understand that 50% of the total booking balance is due for any cancellation once the Party Bus Booking Form & Contract Agreement is submitted. If Customer requests to cancel within 14 days of their scheduled reservation date, 75% of the total booking balance is due. If Customer requests to cancel within 10 days of their scheduled reservation date, 100% of the total booking balance is due. If Client requests to cancel (in person, via phone, text message, email, ect.) or is non-responsive to repeated attempts of contact as their reservation approaches, the appropriate percentage of the booking total will be charged to Customer's card on file immediately.

If Customer would like to discuss an alternate cancellation policy with Company, they must do so before submitting the Party Bus Booking Form & Contract Agreement found on Company’s website. If an alternate cancellation policy is agreed upon, Company will send Customer the alternate cancellation policy in writing via text message or email. Once received, Customer may submit the Party Bus Booking Form & Contract Agreement and the alternate cancellation policy will be in effect.

COVID/Pandemic Policy - If your event must be rescheduled as a result of Covid-19/national pandemic/state of emergency, Customer understands that they must give Company at least 10 days notice of their intent to 1. Reschedule and have the 50% of their booking total charged immediately and applied as a future credit or 2. Outright cancel, have their card on file charged immediately 50% of the booking total, and forfeit this amount. If your reservation is less than 10 days away, the full booking balance is due. In other words “use it or lose it.” If a NEW pandemic/national emergency is declared in the area of your reservation and it is less than 10 days until your reservation, your down payment plus X amount that makes it 50% of your booking total will be applied as a future credit.

If you have any questions regarding the cancellation policy please do not hesitate to ask. We understand that it is strict, but would be happy to explain why. If you are booking for a group of individuals, we highly suggest you get money upfront from each person (have them Venmo you for example) before reserving a vehicle.

2. All credit card transactions will incur a 3% surcharge. Client agrees to pay any fees incurred due to bounced checks.

2b. Client agrees to pay the quoted price from Company that was received via phone conversation, text message or email for services to be rendered. If selected on the booking form, the down payment will be charged to Client’s card on file once the booking is approved by Company. The down payment is applied toward the total balance. If selected on the Party Bus Booking Form, the remaining balance will be charged to Client’s card on file the day before their scheduled reservation date. If Client selects to pay in full via check, the bus(es), date, and time frame are still considered available until a check is received by Company. If paying in full via check, the booking is considered confirmed once the check is received by Company.

2c. If Client has agreed to pay the remaining balance 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 or concessions made by Company to remedy lost time.

2d. In the event of an unpaid balance, Client will be given 48 hours from the time an invoice 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. This applies for all damages, overtime, cancellations, clean up fees, unpaid balances, ect... Client agrees not to initiate credit card chargebacks with regard to damages, overtime, cancellations, clean up fees, and unpaid balances. If the full amount of any balance due cannot be collected via the provided card at one time, Client authorizes Company to make partial charges until the complete total has been collected including processing and late payment fees.

2e. After a Party Bus Booking Form is submitted by Client and accepted by Company, Client may add additional time or additional vehicles to the booking (subject to availability) and will be given a quote for the additional time or vehicle(s) by Company. The additional time and/or vehicle(s) may be discussed via text message, via phone conversation, or via email and Client's acceptance is considered legally binding. Client understands that they will be charged for the additional amount agreed upon at the quoted price even if the additional time or vehicle(s) are not utilized by Client.

2f. Overtime will be permitted upon vehicle availability but is not guaranteed. Overtime is billed in one hour increments and will be collected in cash or paid by card prior to the start of overtime hour(s). By agreeing to service with Magic Event 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.

3. Client understands that in booking a vehicle with Company for a given number of hours, they are responsible to pay for the full time booked. Once booked, Client may request to shorten the booking time, but understands that they will still be charged for the total number of hours originally booked. Client may add additional time and may request to alter the start and end time ex: shifting the start time two hours earlier (subject to availability).

Client understands that Company schedules bookings based on the times Client indicates on the booking form. Company cannot guarantee that a vehicle will be available for additional time not originally indicated on the booking form, even if Client has paid for it.

Example: Company has a 3 hour minimum. Client books a vehicle from 3-5pm, but agrees to pay the quoted price for 3 hours (the minimum). If Client later requests to alter their time frame and utilize the 3rd hour (3-6pm) prior to or during their event, Company cannot guarantee that the vehicle will be available for that time.

4. Alcohol consumption by persons under the age of 21 is prohibited in the vehicle. Magic Event 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 drugs 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 without refund and 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.

5. Except in the case of wilful 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. Magic Event Transportation LLC does not assume responsibility for client health or safety due to personal negligence of Client or their patrons. In submitting 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. Client is only covered by the outlines of the insurance policy that Magic Event Transportation LLC carries and that Company's owner(s) and affiliates hold no liability or financial responsibility. Any injury that does occur must be reported to the driver of vehicle immediately and documented before the end of the booking.

6. Magic Event 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 pre existing defects before departure. In the event of damage to the vehicle or missing items, Client assumes 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. A minimum fee of \$200 (two hundred dollars) will be charged for body fluid cleanup or excessive cleanup. This includes both interior and exterior damage to repair, replace, or excessively clean. The cost of cleaning, repairing, restoring, replacing, 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.

7. All electronics, amenities, etc. are free. Client is paying for transportation. Therefore, company does not guarantee all TV's, lighting, air conditioning, stereo system components and equipment ect... will operate at the time of rental. In the very, very rare occurrence of such an event, concessions are not guaranteed. Though such occurrences are rare, if Client is understanding, Company will do their absolute best to remedy the situation.

8. Neither Magic Event Transportation LLC, its agents, or 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.

9. Smoking of cigarettes, cigars ect... are not permitted in Company's vehicles. Repeated incidences of smoking will result in termination of services without refund.

10. If the situation is deemed necessary by Company, Company reserves the right to substitute the reserved vehicle for another replacement vehicle. 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.

11. All rentals are subject to weather conditions. 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. If Client does not reschedule within 90 days they forfeit their down payment. When rescheduling, services must be identical to those previously agreed upon (day of the week, locations, and time frame). 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, weather, safety inspections, police stops etc. and shall not be held liable for claims resulting in delays from such conditions. Magic Event 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."

12. 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.

13. A trip charge may be added depending on what city Client's party is in. There is no trip charge for Lawrence, Topeka, or the general Kansas City or Johnson county areas as long as the bus is staying in one of those specific areas the entire booking. Based on information supplied to Company by Client, a trip charge will be added into the quote if applicable. If Client wishes to "just drive around", they understand that every 1.5 hours, they must stop and take a 30 minute break before driving around for a max of 1.5 hours again. This is for the safety of Client and to give the driver adequate rest. A trip charge will be added for parties who wish to "just drive around" of \$30/hr.

14. 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 (not applicable for parties of 15 or fewer). 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. If Client chooses to be dropped off at their final destination before the originally scheduled party end time, Client understands that they are voluntarily forfeiting the remaining booking time and that no concessions will be made by Company. Once Client has chosen to forfeit their remaining time, Client and guests of Client, must promptly exit Company's vehicles. If any guest has difficulty making it up the stairs of the bus by themselves due to over-intoxication, has been/is vomiting, or has been kicked out/removed from an establishment, the driver reserves the right to refuse transportation of such individual.

15. Magic Event 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 member's of Clients 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 Magic Event Transportation LLC and Client. If Company or Company's driver has been unable to establish communication with Client or Client has not given Company or the driver any specific direction in the time frame of 1 hour from the start of the booking, Client understands that they are forfeiting the remaining booking time and no concessions will be made. This means that Company's vehicle and driver will wait a maximum of 1 hour at the designated pickup location. After 1 hour, if Client, has not communicated with driver or utilized the vehicle, the vehicle will leave and Client agrees that they are forfeiting the remaining time and no concessions will be made. Magic Event 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. Magic Event 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.

16. 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.

17. All terms of this contract apply for vehicles and personnel working in collaboration with Magic Event Transportation LLC.

18. To play music from the bus and utilize the external speakers certain buses are equipped with, the bus engine must be turned on and the engine at idle. At events where Client may wish to tailgate with the bus before the event, often at concerts and sporting events (such as Royals games and Chiefs games), the bus will be turned off at the start time of the sporting event or concert. The bus idling time shall not exceeds 2 hours. Once the sporting event or concert has begun, no passengers may stay in the vehicle or come back to the vehicle before the conclusion of the event. ALL passengers must exit the vehicle until the sporting event or concert has concluded. This is for safety and liability purposes and a policy of many event spaces and stadiums in Kansas City.

19. 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 or small claims court once an outstanding balance has surpassed \$1000 (one thousand dollars). 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 Magic Event Transportation LLC. Client and Magic Event Transportation LLC. 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 Magic Event Transportation LLC, 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 any other associated costs from the other party.

20. The Terms constitute the entire Contract between each Client and Magic Event Transportation LLC with respect to all subject matter covered herein. 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 be modified only via text message or email between Company and Client where both parties express agreement concerning terms and pricing. 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.

21. By submitting this legally binding document, Client acknowledges that they are the owner and/or an authorized representative of the card information that is entered on the booking form 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 or identity 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, presenting, and using material that they do not have full authorization to use.

22. 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. Shoes must be worn at all times. No fighting/horseplay, no smoking, no feet on the seats, no sexual acts, no release of any bodily fluids, and all weapons, illegal drugs, confetti, animals, explosives, jello shots, paint, silly string, and styrofoam coolers are prohibited. The maximum number of passengers permitted on a vehicle is posted on Company's website and is strictly enforced. Prohibited items or excessive rule breaking may lead to immediate termination of service with no concessions made.

23. I (Client) authorize Magic Event Transportation LLC to charge my credit card. Charges include but are not limited to: down payment, any remaining balance, cancellation fees, damages, cleanup fees, and all services rendered. I (Client) agree to inform all members of my party of the above terms and conditions before the reservation date. Client understands that Company carries no liability for minors or the actions of minors while on Company vehicles. Client understands that they are solely responsible for any minors that are transported by Magic Event Transportation LLC during the scheduled booking, that Client has permission from each minor's parent or legal guardian allowing them to be a guest on one of Magic Event Transportation LLC's 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 this contract aka Party Bus Booking Form & Contract Agreement I (Client) signify that I have read the terms and conditions stated above and by submitting the Party Bus Booking Form & Contract Agreement on Company's website am agreeing to all stated terms and conditions.

The terms of this contract are in place to protect both Company and Client. Unfortunately, many of the conditions stated above are a result of customers who were rude, disrespectful, and destructive toward our vehicles and drivers. We are here to help you celebrate and have a great time! If you are cool, we are cool. If you are respectful, we are fair and flexible! If you have any questions regarding any contract terms please do not hesitate to ask!