

BUSAMOVE
8 Lincoln Street
Copiague, NY 11726
Phone: 516-902-9665
Fax: 844-287-2668
info@busamove.com



CONTRACT FOR BUSAMOVE GAMING BUS

Agreement Date: _____

Customer's Name: _____

Contact Phone Number: _____ EMAIL: _____

Customer agrees to rent one BUSAMOVE party bus to be delivered to customer's premises

Located at _____

Date _____ from approximately _____ (am/pm) to approximately _____ (pm)

For a total of up to _____ hours.

RENTAL FEE: _____ \$ 450.00

ADDITIONAL SERVICES AND FEES: _____ \$ _____

NEW YORK SALES TAX (8.625%) _____ \$ included

EXTENDED DISTANCE CHARGE _____ \$ included
(BROOKLYN/QUEENS/SOME PARTS OF LONG ISLAND)

TOTAL FEES AND CHARGES: _____ \$ 450.00

DEPOSIT: (**\$100.00**---PAYABLE TO "BUSAMOVE INC. ") _____ \$ _____

BALANCE DUE: _____ \$ _____

CONTRACT VALID UPON RECEIVING CONFIRMATION FROM BUSAMOVE. CUSTOMER UNDERSTANDS AND AGREES THAT THE BALANCE DUE MUST BE RECEIVED AND CLEARED AT LEAST 24 HOURS PRIOR TO DELIVERY OF THE BUSAMOVE PARTY BUS TO CUSTOMER'S LOCATION. CUSTOMER AGREES THAT THIS CONTRACT INCORPORATES AND INCLUDES AND CUSTOMER SHALL BE BOUND BY ALL TERMS AND CONDITIONS SHOWN ON THE REVERSE SIDE AND/OR FOLLOWING PAGES OF THIS CONTRACT. CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT. INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE AND/OR FOLLOWING PAGES OF THIS CONTRACT, AND AGREES TO BE BOUND BY THEM. CUSTOMER FURTHER WARRANTS AND REPRESENTS THAT HE/SHE IS THE CUSTOMER AND IS AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE BUSAMOVE PARTY BUS AND ANY OTHER EQUIPMENT AND TO SIGN THIS AGREEMENT.

TERMS AND CONDITIONS

NOTE: Driver arrival time is approximate and depends on traffic, weather conditions and other factors.

- 1. Safety/Operating Instructions:** In addition to the information set forth in this agreement, the customer acknowledges that there are safety and operating instructions on the equipment included in or with the BUSAMOVE party bus and agrees to read those instructions and cause children attending any party on the BUSAMOVE party bus to observe such instructions. Customer further acknowledges and understands that BUSAMOVE, while BUSAMOVE has provided an operator with the BUSAMOVE party bus, Customer is responsible for the behavior of any children attending the event on the BUSAMOVE party bus and for assuring their compliance with rules and regulations applicable to use of the BUSAMOVE party bus and the equipment on the party bus or otherwise provided by BUSAMOVE. Customer understands that children's safety depends upon correct operation of and the use of the equipment. By entering into this agreement, Customer acknowledges that there is a risk of injury or damage arising out of the use of this equipment. Customer voluntarily agrees to assume any and all risk of injury or damage
 - 2. General Release/indemnity/Hold Harmless:** Customer understands and acknowledges that play on an amusement device entails both known and unknown risks including, but not limited to, physical injury from falling, slipping, crashing or colliding, emotional injury, paralysis, distress, damage or death to any participant. Customer hereby voluntarily and expressly releases, indemnifies, forever discharges and holds BUSAMOVE harmless from any and all liability, claims, demands, causes or rights of action whether personal to Customer or to a third party, which are in any way connected with participation in this activity, including those allegedly attributable to negligent acts or omissions. Should BUSAMOVE or anyone acting on behalf of BUSAMOVE be required to incur attorney's fees and costs to enforce this agreement, Customer expressly agrees to indemnify and hold BUSAMOVE harmless for all such fees and costs. In the event Customer or any of Customer's participants file a lawsuit against BUSAMOVE, it is agreed to do so solely in the State of New York. Customer agrees that if any portion of this agreement is found to be void or unenforceable, the remaining portions shall remain in full force and effect. In consideration of being permitted by BUSAMOVE to use its equipment and facilities, the undersigned and it participants agree to indemnify and hold harmless BUSAMOVE from any and all claims which are brought by the undersigned and/or their participants and which are in any way connected with such use or participation.
 - 3. Identity of parties:** For the purposes of this Agreement, "BUSAMOVE" shall mean BUSAMOVE, INC., a New York corporation, its owners, officers, directors, shareholders, employees, contractors, agents and "Customer" shall mean the person(s) or company listed in the "rented to" box on the invoice page of this agreement, as well as the person signing the agreement (if different), and their agents and/or employees.
 - 4. Equipment, Rent, Payment, and Term of Agreement:** Customer rents from BUSAMOVE the BUSAMOVE party bus, including all recreational and other equipment located on the BUSAMOVE party bus or otherwise provided by BUSAMOVE. The rental fee set forth is payable, in full, in advance, and the rental term shall be that listed on the invoice page of this Agreement, but all of Customer's obligations arising under the terms and conditions of this Agreement shall run from actual delivery of the BUSAMOVE party bus to the location specified by Customer to the actual time when all of Customer's participants have vacated the BUSAMOVE party bus and the BUSAMOVE party bus has left the location specified by Customer. If the BUSAMOVE party bus is delivered by BUSAMOVE to the location specified by Customer, then Customer shall not be entitled to any refund whatsoever if Customer elects not to use the equipment due to weather or other causes.
 - 5. Returned Check policy:** In the event that a check is returned to BUSAMOVE for insufficient funds customer agrees to pay the total rental price as well as an additional \$50.00 fee to BUSAMOVE in cash immediately upon notice.
 - 6. Weather:** BUSAMOVE cannot guarantee weather conditions, we reserve the right to cancel or reschedule your rental prior to delivery if severe weather conditions are imminent or if we have any reason to believe that BUSAMOVE party bus and/or its users may be in danger. Some examples of severe weather are high winds, excessive rain, snow, and lightning.
 - 7. Delivery:** BUSAMOVE shall deliver the BUSAMOVE party bus to the address specified by Customer as listed on the first page of this Agreement. Customer grants to BUSAMOVE true right to enter the property at the address specified on the first page of this Agreement for delivery, and required set up, if any, and to remain with the BUSAMOVE party bus until the end of the rental at the approximately specified times. The BUSAMOVE party bus may only be operated by BUSAMOVE employees or agents and in no event shall Customer or any of Customer's participants seek to operate the BUSAMOVE party bus.
 - 8. Possession/Title:** Customers right to access to the BUSAMOVE party bus begins upon delivery to Customer's premises and terminates at the end of the rental at the approximately specified times. Retention of possession or any failure to vacate or permit the departure of the BUSAMOVE party bus at or after the end of the "Rental Period" specified constitutes a material breach of this Agreement. In the event that the BUSAMOVE party bus is not returned, vacate or permit to depart for any reason, including theft, the Customer is obligated to pay to BUSAMOVE the full replacement value for the BUSAMOVE party bus and all equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE, plus any and all incidental costs associated with the attempted pick up or recovery of the BUSAMOVE party bus by BUSAMOVE. Title to the BUSAMOVE party bus is and shall remain in BUSAMOVE. Customer shall not cause nor permit the BUSAMOVE party bus, or any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE, to be sublet, rented, sold, or removed from the Delivery Address, or otherwise transfer such items. If the BUSAMOVE party bus and any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE are not returned and/or levied upon for any reason whatsoever, BUSAMOVE may retake possession of said items without further notice or legal process and use whatever force is reasonably necessary to do so. Customer hereby agrees to indemnify, defend, and hold BUSAMOVE harmless from any and all claims and costs arising from such retaking and/or levy. If the BUSAMOVE party bus or any equipment on the BUSAMOVE party bus or any other equipment provided by BUSAMOVE are levied upon, or otherwise moved from Delivery Address, Customer shall notify BUSAMOVE immediately.
 - 9. Care of the BUSAMOVE Party Bus:** Customer shall be responsible for any and all damage to the BUSAMOVE party bus and any equipment on the BUSAMOVE party bus or any other equipment provided by BUSAMOVE not caused by ordinary wear and tear. "Ordinary wear and tear" shall mean only the normal deterioration of the BUSAMOVE party bus and equipment caused by ordinary, reasonable and proper use of the BUSAMOVE party bus and any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE. Customer shall be liable to BUSAMOVE for any and all damage that is not "ordinary wear and tear" in an amount equal to the replacement value of the BUSAMOVE party bus and/or any equipment. Damage which is not "ordinary wear and tear" includes, but is not limited to, damage due to overloading, exceeding rated capacities, breakage, improper use, abuse, lack of cleaning, contamination of or dirtying of rental equipment with non-approved items such as chemicals, non-approved food, paint, silly string (see Paragraph 10), mud, clay, or other materials.
 - 10. Specific Rules and Instructions for the BUSAMOVE party bus:** The following rules and warnings must be obeyed in the use of the BUSAMOVE party bus: A) All safety and operating instructions contained on the BUSAMOVE party bus must be complied with and followed at all times; B) For the safety of all CHILDREN, ADULT SUPERVISION IS REQUIRED AT ALL TIMES; C) No silly string is permitted to come in contact with the inside or outside of the BUSAMOVE party bus, this causes Irreparable damage to the BUSAMOVE party bus, and Customer acknowledges that If the BUSAMOVE party bus is damaged by "Silly String", then a \$500.00 fee shall be automatically imposed by BUSAMOVE and shall be Immediately due and payable by Customer D) **WARNING** - extra caution and supervision are required for children ages three (3) and under, E) **WARNING** - Individuals with head, neck, back or other muscular-skeletal Injuries or disabilities, pregnant women, small infants, and others who may be susceptible to Injury from falls, bumps or bouncing are not permitted in the BUSAMOVE party bus at any time, F) At no time should a participant be under the influence of alcohol or drugs of any kind and no participant may bring onto the bus or consume on the bus any alcohol or drugs of any kind.
 - 11. Limited Warranty:** BUSAMOVE warrants that the BUSAMOVE party bus leased under this Agreement will be in good working order when delivered under this Agreement. All equipment is supplied and maintained subject solely to this warranty. BUSAMOVE's sole and exclusive obligations under this warranty is limited to repair or replacement of the BUSAMOVE party bus when BUSAMOVE determines that it does not conform to this warranty. BUSAMOVE makes no warranty of merchantability or fitness for any particular use or purpose, either express or implied. There is no warranty or representation that the BUSAMOVE party bus is fit for Customer's particular intended use, or that it is free of latent defects. BUSAMOVE shall not be responsible to Customer or to any third party for any loss, damage, or injury resulting from, or in any way attributable to any defect or failure unknown to BUSAMOVE at the time of delivery.
 - 12. Cancellation Policy: All DEPOSITS ARE NON-REFUNDABLE.** If customer cancels more than 2 weeks prior to reservation date stated on order form, Customer may apply it to a future rental within a SIX (6) MONTH period after cancellation, subject to availability.
 - 13. Compliance with Laws:** Customer agrees not to use or allow anyone to use the BUSAMOVE party bus or any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE for any illegal purpose or in any illegal manner or in an unsafe manner. Customer agrees at his/her/their sole cost and expense to comply with all municipal, state, federal or other governmental or quasi-governmental laws, ordinances and/or regulations which may apply to the use of the BUSAMOVE party bus or any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE during the rental period. Customer further agrees to pay all licenses, fines, fees, permits, or taxes arising from Customer's use of the BUSAMOVE party bus or any equipment on the BUSAMOVE party bus or otherwise provided by BUSAMOVE, including any subsequently determined to be due. Customer is solely responsible for obtaining any all permits and/or licenses from the appropriate government agencies prior to use.
 - 14. Legal Fees:** In the event that an attorney is retained to enforce any provision of the Agreement, BUSAMOVE shall be entitled to recover reasonable attorney's fees and court costs in such action or proceeding.
 - 15. Customer Acknowledgment:** Customer acknowledges and certifies that they have had a sufficient opportunity to read this entire Agreement, and agree to be bound by all the terms and conditions on all pages and that they understand its content and that they execute it freely, intelligently and without duress of any kind.
 - 16. Severability:** If any of the terms or conditions of this Agreement are found to be unenforceable, illegal or unconscionable by a court of competent jurisdiction, such item shall be stricken from this Agreement, and the remaining terms and conditions of this Agreement shall stay in full force and effect.
 - 17. Entire Agreement:** This Agreement constitutes the full agreement between BUSAMOVE, Inc. and Customer. Any prior agreements, whether written or oral, promises, negotiations or representations not expressly set forth herein shall be of no force or effect.
- CUSTOMER HAS READ AND UNDERSTANDS THE TERMS AND CONDITIONS OF THIS AGREEMENT, INCLUDING THE ADDITIONAL TERMS AND CONDITIONS ON THE REVERSE SIDE OF THIS PAGE AND/OR THE FOLLOWING PAGES, AND AGREES TO BE BOUND BY THEM. CUSTOMER FURTHER WARRANTS AND REPRESENTS THAT HE/SHE IS THE CUSTOMER AND AM AUTHORIZED AND EMPOWERED TO ACCEPT DELIVERY OF THE BUSAMOVE PARTY BUS AND ANY OTHER EQUIPMENT AND TO SIGN THIS AGREEMENT.

Signature

Print Name

Date

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