

Shelbyville Trolley Rental Agreement

This Shelbyville Trolley Rental Agreement ("Agreement") is made on this _____ day of _____, 20__ between ShelbyKY Tourism, Shelbyville, Kentucky ("Vendor") and _____ ("Customer").

The terms of this Agreement shall be as follows:

The Shelbyville Trolley ("Trolley") shall be available for rental Tuesday – Sunday from 10am-10pm EST, provided it is not already reserved, in use, or determined to be out of commission. The Trolley is not available for use on Mondays. The Shelbyville Trolley may be rented for transportation purposes or for private chartered tours of Shelby County. To check the availability, please contact ShelbyKY Tourism at (502) 633-6388.

To reserve the Trolley, a completed rental application and full payment must be returned to ShelbyKY Tourism at 219 7th Street, Shelbyville KY 40065. Please note that a rental is not confirmed until payment has been confirmed and this Agreement has been completed, signed and processed.

RENTAL TIME

Vendor contracts to rent one (1) 25 passenger vehicle from (time) _____ AM/PM EST on (date) _____, until (time) _____ AM/PM EST, on (date) _____ (Rental Time").

PICK UP ADDRESS: _____
DROP OFF ADDRESS: _____

RENTAL PRICE

Customer agrees to pay \$150 for the first hour and \$50 per hour thereafter (minimum rental is two (2) hours). The full rental amount and a fully completed and signed Agreement is required to hold the reservation. In the event the actual use of the Trolley exceeds the Rental Time, Customer agrees to pay the rate of \$100.00 for each additional hour (a partial hour will be billed as a full hour).

WARRANTY

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

ASSUMPTION OF RISK BY CUSTOMER

Vendor does not guarantee the safety of or assume any responsibility for any personal articles or items lost, stolen, damaged or left in the Trolley. Vendor is not responsible for delays in the Trolley's departure and arrival caused by weather, road conditions, hazards, accidents or other unforeseen events, including, but not limited to, acts of God, government emergencies and war.

RULES & SPECIAL CONDITIONS

- (1) There shall not be more than 25 persons provided transport or shelter in the Trolley at any one time.
- (2) Customer agrees to provide a specific route(s) or map of transportation including stop(s).

(3) Vendor has the express right to take any photographs of Customer and Customer's event on the Trolley for purposes of business promotion and marketing.

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

(5) There shall not be any unruly behavior by passengers, nor any conduct causing, or in the sole opinion of the driver, is likely to cause damage to the Trolley.

(6) Passengers shall not engage in conduct that will interfere with, or in the sole opinion of the driver, is likely to interfere with safe operation of the Trolley or other vehicles and individuals on the road. Vendor reserves the right to expel any passenger(s) from the Trolley, end the current transportation event, and/or terminate this Agreement if, in the sole 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, and Vendor will not be required to make any refunds.

(7) Failure to comply with any of these rental rules may result in additional billed charges in addition to other resulting actions stated herein.

DAMAGE

Customer agrees to pay for any and all damages that occur, along with any required cleaning of the vehicle, as a result of the conduct of any person in the vehicle. Specifically, such damages include, but are not limited to, burns, spills, vomiting, broken glassware, scratches, stains and broken windows, seats and mirrors.

INDEMNIFICATION AND HOLD HARMLESS

Customer does hereby indemnify and agree to forever save and hold harmless Vendor and any of its agents or representatives, from and against any and all injuries, damages, claims, losses, demands, costs, expenses (including reasonable attorneys' fees and costs), obligations, liens, liabilities, actions and causes of action, threatened or actual, which Customer, or any of their agents, representatives, event participants, guests or visitors may suffer or incur as a result of a breach of any term of this Agreement by Customer, or which Customer, or any of their agents, representatives, event participants, guests or visitors may suffer or incur arising directly or indirectly from this Agreement, the event, or resulting, in whole or in part, from the use of the Trolley.

BREACH OF CONTRACT AND ATTORNEY FEES

If Customer shall breach this Agreement, Vendor shall be entitled to terminate service under this Agreement immediately and be entitled to 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 Agreement are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

ASSIGNMENT

This Agreement shall be binding on and inure to the benefit of any successors and assigns of the parties hereto; provided, however, that this Agreement may not be assigned by either party without the prior written consent of the other party. Anything in the foregoing to the contrary notwithstanding, Vendor may, without the consent of Customer, delegate or contract for the performance of any of its individual duties and obligations, but not its responsibility for or oversight and management of the Trolley.

JURISDICTION

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

ENTIRE AGREEMENT

This Agreement contains the entire understanding of the parties and may not be altered or amended except by a writing signed by both of the parties.

HAVING REVIEWED THIS AGREEMENT, representatives of Vendor and Customer have attached their signatures in agreement to the terms and provisions herein on the day and date first above written.

Vendor Signature _____
Printed Name _____ Date _____

Customer Signature _____
Printed Name _____ Date _____

Customer email address _____
Customer contact number _____

Total Paid \$ _____ Date _____ Receipt# _____