

CROC-TOURS RENTAL POLICY

Contained herein is the Rental Policy for a Rental Agreement entered into and executed in a separate document, which names this Policy for compliance in the Rental Agreement entered between CROC-TOURS and Renter for the use of a bus with a supplied chauffeur (Party Bus) as agreed upon in the Rental Agreement.

ARTICLE I - USE

Section 1. Grant of Use. CROC-TOURS grants the Renter the use of the Party Bus for transportation to and from the Renter's desired location as reasonably relayed to the chauffeur (Requested Destinations). Renter is to supply himself, herself, themselves, or itself any alcohol and previously agreed upon entertainment services during the use of the Party Bus.

Section 2. Limitations of Use. **NO EXCEPTION.**

- A. No alcohol consumption by anyone under the age of Twenty-One (21).
- B. No illegal drug use.
- C. No weapons of any kind. There is no exception to Conceal Carry or other potential licensing.
- D. No violence or threats towards other Renter's, chauffeur, or other persons.
- E. No Explosives or Fireworks.

Section 2. Scope of Use. Renter uses CROC-TOURS property to the extent of general usage as transportation to and from Requested Destinations.

Section 3. Damages. At no time may Renter damage the Party Bus. Normal wear and tear of the Party Bus's use is expected and acceptable. In the event any wear or tear is beyond the regular use, Renter shall notify CROC-TOURS and may be liable for the unreasonable wear and tear and/or damages to the extent of costs to repair.

ARTICLE II - RENTAL TERM

Section 1. Time. The term of use by the Renter is limited only to the dates and times agreed upon in the Rental Agreement. Any further extension requires written approval from CROC-TOURS. Any breach beyond the Term of Time in the Rental Agreement may be liable to fees up to another equal period of time of use and Rent as stated in the Rental Agreement and this Rental Policy.

ARTICLE III - RENT

Section 1. Rent: Renter Shall pay CROC-TOURS in the amount stated in the Rental Agreement according to the following schedule:

Rental Policy: CROC-TOURS

- A. Reservations. All costs, including, but not limited to, base rate, fuel surcharge, and required gratuity, must be paid in full to accommodate the requested time and date.
- B. Cancellations. Cancellation notices given to CROC-TOURS are subject to the following conditions:
 - a. If reasonable advance notice is given twenty-four (24) hours before the time on the Rental Agreement, Renter may either choose a refund or a date rescheduled subject to availability and approval of CROC-TOURS;
 - b. Any cancellation made with less than twenty-four (24) hours' notice shall release and forfeit any deposit made to CROC-TOURS as liquidated damages;

Section 2. Additional Charges. Renter is subject to the following additional charges:

- A. Overtime. At the request of Renter and the acceptance of CROC-TOURS, Renter may use the Party Bus additional overtime from the agreed upon time in the Rental Agreement. This overtime usage is subject to an additional base rate, fuel surcharge, and required gratuity. Suppose Renter does not account for foreseeable circumstances in Requested destinations. In that case, Renter will be subject to the same overtime billing of at least one hour of the base rate and may be subject to additional fuel surcharge and required gratuity.
- B. Smoking. Smoking is strictly prohibited. In the event Renter violates this provision, the first offense shall be an automatic Two Hundred Dollar (\$200.00) fee imposed as liquidated damages of his, her, their, or its use of the Party Bus. The second offense may result in the dismissal of the Party Bus with NO REFUND.
- C. Cleaning. Renter is subject to additional fees imposed as liquidated damages for cleaning the excessive mess left by Renter at the conclusion of transportation.
 - a. Bio Hazard or Bodily Fluid Cleaning. An automatic obligation of Two Hundred Fifty Dollars (\$250.00) fee per incident as liquidated damages. NO EXCEPTION.

ARTICLE - CHAUFFEUR'S RESPONSIBILITY.

Section 1. Primary Purpose. The chauffeur is responsible for safely transporting the Renter to the Requested Destinations. The chauffeur is not authorized to engage in alcohol consumption nor participate in activities at destinations while leaving the Party Bus unsecured.

Section 2. Safety of Party Bus and Renters. In the sole judgment and discretion of the chauffeur, the chauffeur may determine that Renter's behavior is unsafe, illegal, or irresponsible or that the behavior of Renter may jeopardize life and property, which includes but is not limited to the Limitations of Use in Article 1, Section 2. The chauffeur's sole judgment and discretion may warn the Renter or terminate the Renter's use of the Party Bus. In the event the chauffeur must terminate the use of the Party Bus, Renter will receive NO REFUND.

ARTICLE - INDEMNITY BY RENTER

Section 1. Indemnity. The Renter shall save CROC-TOURS harmless and indemnify CROC-TOURS from all injury, loss, claims, or damages to any person or property while on the Party Bus unless caused by the willful acts or omissions or gross negligence of CROC-TOURS, its employees, agents, licensees or contractors.

Section 2. Use at Own Risk. Use of Premises is at the Renter's own risk. Renter is responsible for his, her, their, or its actions while using the Party Bus. CROC-TOURS is not liable for any injuries, theft, loss, claims, or damages, either physical or personal Property of the Renter that Renter may receive by his, her, their, or its use of the Party Bus that Renter caused by the willful acts or omissions or gross negligence of themselves, other Renter's, or another other person, persons, or entity during the duration of the use of the Party Bus.

Section 3. Alcohol and Other Entertainment Activities. The Renter shall save CROC-TOURS harmless and indemnify CROC-TOURS from all injury, loss, claims, or damages to any person or property while on the Party Bus caused by the consumption of alcohol by Renter during the use of the Party Bus. Renter is responsible for his, her, their, or its consumption of alcohol while using the Party Bus. Further, The Renter shall save CROC-TOURS harmless and indemnify CROC-TOURS from all injury, loss, claims, or damages to any person or property while on the Party Bus of any entertainment activities previously agreed upon with CROC-TOURS. Renter voluntarily assumes the risk and injury that may occur from the consumption of alcohol and any Entertainment provided by Renter during the use of Party Bus.

ARTICLE - MISCELLANEOUS

Section 1. Severability Clause. If any term or provision of this Policy, Rental Agreement, or the application thereof to any person or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Policy, Rental Agreement, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforced to the fullest extent permitted by law.

Section 2. Full Integration Clause. This Rental Policy, coupled with the Rental Agreement, contains the entire and only Agreement between the parties, and no oral statements or representations or prior written matter not contained in this Rental Policy or other writing evidenced with its inclusion into this Agreement shall have any force and effect. This Agreement shall not be modified in any way except by a written modification executed by both parties.

Section 3. Force Majeure. In the event that CROC-TOURS or Renter shall be delayed or hindered in or prevented from the performance of any act of this Rental Policy, or the Rental Agreement, other than Renter's obligation to make payments, triggered by a superhuman cause, by an act of public enemies of this state or by another reason beyond its control, then performance of such act shall be excused. CROC-TOURS will provide reasonable accommodations or credits if the use as executed in the Rental Agreement is unavailable for the foregoing reasons. Notwithstanding the foregoing, lack of funds shall not be deemed to be a cause beyond the control of either party.