

Contract for requirements for bus service, Reservations, Cancellations, and Terms and Conditions for Cheers Tours and Events, LLC.

Cheers Tours and Events will be referred to herein as the "company".

The individual, corporation, LLC, or other business entity purchasing the services of Cheers Tours and Events, LLC will be referred to in this contract as 'the customer' or the 'Customers'.

Cancellations Policy:

All reservations that are made prior to the event (30 days and under), will be required to pay by credit card for payment in full.

If you cancel at least 7 days in advance of your scheduled departure, there is no cancellation fee. This is for each person booked on the credit card.

If you cancel 3-6 days in advance, prior to the scheduled departure, there is a 50% cancellation fee of the balance due. This is for each person booked on the credit card.

If you cancel 48 hours prior to the departure time, or reduce the number in your party within 48 hours, or failure to show up, this will result in the full amount being charged to the credit card on file, based on the number in the reservation. This policy also applies to partial cancellations, (fewer people appearing than in the reservation).

Cheers Tours and Events management reserves the right to decide if the cancelled tour can be used at an agreed future date, so a tour credit can be used for another date. So please book accordingly.

Cheers Tours and Events reserves the right to decide if a deposit is necessary for *ANY GROUP they feel they need a deposit for, and can ask for a deposit to hold ANY said reservation. (Please read over deposit cancellations for information on deposit cancellations.)

Cheers Tours and Events reserves the right to charge the full amount of the scheduled run whether or not the service is used up in its entirety by the customer. In other words, there is no refund for unused hours not used.

Once the reservation has been made and confirmed, the total number of hours reserved and paid for cannot be reduced. All bus runs are booked according to the clients reservation and are reserved for that time period, allowing us to book other bus runs, before or after, depending on the client's reserved time. If your bus service ends early for ANY REASON, the customer will still be charged for the total amount specified in the original terms of that time allotment.

Gratuity

If you feel like your driver did a great job that day, you are welcome to tip. Private groups of 6 or more that reserve our services, will be charged a 15% gratuity.

Requirements for Group and Wedding Reservations and Cancellations:

Any group that is 12+ and over, such as weddings, out of town tours, bachelorette/bachelor groups, etc. have an option to pay a deposit down for their event if they are more than 30 days away from their proposed reservation date. Once a date has been chosen, the customer must pay a deposit down of 30% of the balance due and a signed contract is required to hold the vehicle(s).

Upon 60 days upon the date of the reservation, a 2nd non-refundable payment of 30% of the balance is due. The final balance is due at least 7 days before the reserved date. Any balances that are not collected up to date are subject to an additional 10% late payment fee of the balance that is due.

Cancellations and deposits for *ANY groups, and large groups of 12+ or more:
Cancellation is 60+days of the reserved date, deposit 100% refundable.

Cancellation 59-30 days of the reserved date, 50% of the deposit will be refunded.

Cancellation 29-to the date of the reserved date will receive no refunds on their deposit. Occasionally we will apply the deposit for future tours, and will reschedule your event at no extra charge. We will try to work with our customers on schedule or tour changes, so please let us know asap, so that we can reschedule our calendars.

Contract requirements for Terms, Conditions and services:

Any person under the age of 21 will not be permitted to consume or be in the possession of any alcoholic beverages. NO EXCEPTION. Any violation will result in the termination of this contract and services; furthermore, no refunds will be relinquished.

There is absolutely no smoking, vaping, or illegal drug use of any sort, allowed, or to be used or transported in the vehicle(s). NO EXCEPTION. Any violation will result in the termination of this contract and services; furthermore, no refunds will be relinquished.

NO weapons or concealed weapons of any kind will be allowed on the bus(es). Any violation of this kind will result in the termination of this contract and services; furthermore, no refunds will be relinquished.

Cheers Tours and Events reserves the right to terminate services without refund due to the disorderly conduct by ANYONE IN THE PARTY; this includes but is not limited to hanging out

the windows, excessive noise, abusive language, and anything the driver deems as dangerous to the driver, the customers, or to any other businesses and their customers. The customer agrees that if anyone is found using illegal drugs, fighting, or any other forms of misconduct considered inappropriate by the driver, THE DRIVER WILL RETURN ALL PASSENGERS TO THE STARTING POINT OR DROP OFF LOCATION IMMEDIATELY.

Wineries, breweries, restaurants, or any place where they service alcoholic beverages, is not allowed to serve intoxicated customers. If a winery denies you service because you are too intoxicated, your tour could be concluded and you will be returned to your pick up location. Please be mindful of your fellow passengers so that the tour does not have to end quickly. We want everyone to have a wonderful time, but we will not put up with disorderly conduct. NO EXCEPTIONS!! PLEASE remember to eat prior to your tour and to taste responsibly.

Wine servers may also ask for ID's to confirm you are over 21 years of age. Sometimes you may be asked more than once if you purchase a tasting at the register and taste at a different tasting area. Only employees are allowed to handle open bottles at a tasting bar. Please do not reach for the bottle to pour yourself. Please respect your fellow patrons in the tasting rooms. Disorderly conduct, loud groups are a distraction to fellow guests trying to enjoy their winery experience. Please be aware and considerate. Saturdays and holidays are busy days at wineries. Staff members are striving to serve everyone equally and ensure everyone has a good experience. We appreciate your patience as you might experience a wait in line or for an accessible place at the servicing area. We want to continue to be welcomed at the wineries and community places of business, and we ask you to help us be greeted cheerfully on our next visit. Thank you!

Cheers Tour and Events inspects each vehicle before, during, and after each rental service. The customer shall be responsible for any and all harm and damages suffered by the company in regard to cleaning, breakage, burns, spills, stains, or other interior and exterior damage to the bus(es) or business(es) to the extent of the actual cost to the repair or replace. Common charges for the damages to the vehicle or to any business, is as follows:

\$10 minimum for broken, 'lost' or damaged merchandise, or property items

\$150 minimum for excessive cleanup (spills, over the top clean up, etc.)

\$200 minimum for interior damage (rip, tears, excessive spills, broken items)

\$200 minimum for any exterior damage

\$300 minimum for shampoo and disinfecting on interior/exterior due to sickness

\$250 minimum for smoking in vehicles

If, at any time, the driver wants to shorten the time for the tour because of any of these damages, THERE WILL BE NO REFUND.

Cheers Tours and Events shall not be responsible for any injuries sustained by passengers while the vehicle is in motion. Cheers Tours and Events is not responsible for any accidents or any injuries while on the tour.

Cheers Tours and Events shall not be liable for the loss of any items of personal property, or baggage inside the bus. If there are any items in the seats, Cheers Tours and Events is not liable for items left on the seats, under the seats, or left inside or outside the bus. Therefore, each member of the group shall be responsible for his own personal property and baggage. Each customer shall have the responsibility for removing all his personal property and baggage from the bus at the end of each day of service, and up to completion of the trip. Baggage and all other property will be handled at a passenger's own risk and only in an amount that can be conveniently carried on the bus. Any damage to the bus(es) caused by the customer, will be charged to the customer. The company reserves the right to lease equipment from another company in order to fulfill this service agreement.

Any extra charges from going over the original time requested or from any other related fees per the damage policy could be billed after the chartered service. A charge of \$25 per 15 minute increments could be charged for all time over the calculated time allotment. Cheers Tours and Events can decide at any time, to decide whether they would like to charge the extra time and charge the customer's credit card after the initial reserved time. The customer agrees that they will pay for the extra time and agrees to no refund for any time that is under the agreed hourly paid time. Cheers Tours and Events allows no more than a 15 minute grace period, and then the driver may leave the pick up location, or any specific location at the time of the service, and there will be no charges refunded for the service. Please be mindful of your time frame at each location so that we can keep the tour on time and on schedule. We want everyone to have a good time, and the driver will try to be as flexible as possible for your service. We know things happen that is out of your control and we will do our best to accommodate your tour the best we can.

Cheers Tours and Events is not responsible for service delayed or not rendered due to the traffic conditions, accidents, "Acts of Nature", inclement weather, or any other unforeseeable "Acts of God". If for some reason the tour is unable to be of service due to any bad weather, or unforeseeable concerns, we will do our best to reschedule your tour. Cheers Tour and Events reserves the right to decide if a full or partial refund is in order and will decide on a service by service basis. If reservations are already in place, some partial refunds may only apply due to the customer.

The customer shall indemnify, defend, and hold harmless Cheers Tours and Events, and its officers, directors, agents, and employees, and each of them, from all actions, cause of action, claims, demands, liabilities, losses, damages, costs or expenses, of whatever kind and nature, including judgements, interest and attorneys fees, which Cheers Tours and Events, and its officers, directors, agents and employees, and each of them, shall or may at any time or from time to time subsequent to the date of this agreement, sustain or incur as a result of actions by the customer.