



244 5<sup>th</sup> Ave #D214  
 New York, NY 10001  
 www.nytrolleyco.com

## CONDITIONS OF CONTRACT

**Payment:** A 50% deposit of your charter cost is due with this confirmation, unless other arrangements have been approved. The total balance is due and payable 14 days prior to the date of service. Orders placed less than 14 days prior to the departure date must be paid in full. Charters with deposits NOT received within 14 days prior to the departure date are subject to cancellation without notice. Any check returned for Non Sufficient Funds will be charged a \$35.00 processing fee.

**Cancellation Policy:** Cancellations greater than 5 days from the charter will forfeit the 50% deposit. Cancellations less than 5 days from the charter date will be charged the entire charter cost amount. Date changes are not permitted.

**Seating and Safety:** Seating and passenger safety are a top priority for New York Trolley Co., LLC. Passengers must remain seated at all times. Total number of passengers will not exceed seating capacity of the Trolley. Sole responsibility for monitoring and supervising the passengers rests with the charter group members and their leaders. New York Trolley Co., LLC undertakes and assumes no responsibility for the conduct or actions of the charter group aboard any of its vehicles, including but not limited to standing individuals. New York Trolley Co., LLC reserve the right to immediately terminate any charter at any time should the driver identify any threat to the safety & well being of the passengers, pedestrians, employees or vehicles. There will be no refund due to shortened charter hours.

**Baggage/Personal Belongings:** New York Trolley Co., LLC is not liable for the loss or damage of any items of personal property left on any vehicle. Each person is responsible for removing all personal property at the end of each charter.

**Liability:** (1) The carrier will not be liable for delays caused by an act of God, public enemies, authority of law, quarantine, perils of navigation, riots, strikes, the hazards or danger incident to a state of war, accidents, traffic, breakdowns, bad conditions of the road, snow storms, and other conditions beyond its control, and does not guarantee to arrive at or depart from any point at a specific time. The carrier will endeavor to maintain the schedule submitted to its agents or employee, but same is not guaranteed. (2) If any of these above conditions, or any other condition beyond its control, make it, in the opinion of the carrier, inadvisable to operate trolleys, either from the place of origin, or to any point in route, the carrier shall not be liable therefore or be caused to be held for damages for any reason whatsoever. (3) The charter group will be held responsible for any and all damage incurred to the vehicle or other vehicles on the road by the charter group for the duration of the event. (4) The carrier will not be liable for any personal injuries due to libations brought onboard by the charter group. (5) The charter group organizer attests that all those onboard consuming libations are over the age of 21.

**Additional Charter Time/Overtime:** Changes to either the start time or an extension of the end time to a charter will constitute overtime. Any changes in pickup time or extensions of an end time on the day of service will incur charges of **\$175.00** per hour prorated at 30-minute increments, payable at the time of change unless prior arrangements have been made.

**Signage:** Permission is required by New York Trolley Co., LLC for any signage to be placed on the inside or outside of the Trolleys. The carrier has the right to refuse permission for signage that is deemed offensive, in its opinion. New York Trolley Co., LLC are not responsible for any signs lost or damaged while on the vehicles. If left unclaimed, all signs will be disposed of at the end of the charter by New York Trolley Co., LLC.

DocuSigned by:  
 Signature Sue Helm-Jones Date 7/1/2018  
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 Amount Due \$ \_\_\_\_\_