

Portland Double Decker

BUS RENTAL AGREEMENT

This Bus Rental Agreement (this "Agreement") is between Irish Bus Company, LLC, an Oregon limited liability company (the "Company"), and [REDACTED] ("Customer"). The term "Customer" also refers to all members of Customer's party who utilize the Company's services.

1. **Bus Rental.** Customer agrees to rent the Company's Irish bus (the "Bus") according to the terms provided on the attached Exhibit 1, which is incorporated by this reference as if fully set forth herein.
2. **Effective Date of Reservation; Due Date of Complete Payment.** This Agreement is effective upon execution of this Agreement by Customer and delivery of the 50% deposit by Customer to the Company. The remaining balance will be due, in full, one week prior to the event date. Failure to pay the remaining balance will result in the termination of Customer's reservation.
3. **Cancellation Policy.** If Customer provides written notice of cancellation three weeks or more in advance of the reservation date, the Company will refund Customer's deposit provided however that the Company will charge a 3% fee for any deposit made with a credit card. Customer will forfeit Customer's deposit for all cancellations made within three weeks of the reservation date.
4. **Additional Charges.** Customer agrees to pay the Company for all additional charges not specified on Exhibit 1, including (the "Additional Charges"):
 - (a) **Overtime.** The event time begins when the Company's driver (the "Driver") picks up the first member of Customer's party and ends when the last person of Customer's party is delivered to the drop-off address specified on Exhibit 1 (the "Drop-Off Address"), or any other address requested by Customer or a member of Customer's party during the reservation and agreed to by the Company. Customer agrees that overtime will be billed at the contracted rate, by the hour, and agrees to pay any over time that may incur, even if the entire hour is not used.
 - (b) **Miscellaneous Charges and Fees.** Customer will pay all parking fees, tolls, airport fees, and related fee.
 - (c) **Damage.** Customer is liable for all damage to the Bus caused by Customer or any member of Customer's party. Damage including liquid spills requiring cleaning or deodorizing, or other physical damage, will result in a minimum cleaning charge of \$200. If any Company property is damaged or stolen from the Bus, Customer will be liable for replacement costs, and all other costs and fees (e.g., collection fees, attorney fees, and court costs).
 - (d) **Excessive Distance.** The Company will charge an additional fee for any pick up or drop off which is more than 25 miles from downtown Portland.
 - (e) **Payment of Additional Charges.** If Customer pays by credit card, the Company may bill any Additional Charges to Customer's credit card the next business day.
5. **Unused Event Time.** Customer agrees to allow sufficient time for its event and to schedule accordingly. The parties acknowledge and agree that Company will not refund unused event time.
6. **Customer's Representations and Warranties.** Customer represents and warrants that Customer will comply with the following.
 - (a) **No Smoking or Prohibited Behavior.** No smoking, no drugs, no violence, no harassment, and no weapons of any kind will be tolerated. Examples of prohibited behavior include (i) feet on bars; (ii) leaning or sitting on glass holders; (iii) throwing items; (iv) reckless behavior; (v) use of emergency exits, except in case of an emergency; and (vi) illegal activities of any nature. In addition, the Company will not serve alcohol in any form to minors. Customer acknowledges that the Company cannot monitor the actions of all passengers at all times, and that consumption of alcohol by minors is a violation of state law, and is prohibited by the Company. The Company maintains a zero-tolerance policy for disorderly behavior. If the Company discovers violations of this policy, the remainder of the reservation will be immediately terminated, and the Driver will drop off Customer and all members of Customer's party at the Drop-Off Address. In the case of a severe violation, the Driver and/or staff may, in the Driver's and/or staff's sole discretion, seek alternate transportation for any unruly passengers or request the assistance of law enforcement.
 - (b) **Maximum Number of Passengers.** Customer will not permit more than 35 passengers in the Bus.
 - (c) **No Customer Signage.** Customer may not attach anything to the interior or exterior of the Bus without approval of the Company before the date of the event.
 - (d) **Itinerary.** All itineraries must allow the Driver to comply with all Federal, State, and local laws, regulations and ordinances including Driver Hours of Service part 395.

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7. Personal Property. The Company is not responsible for any lost, left, stolen, forgotten, or damaged property. Customer agrees to be responsible for all personal belongings brought onto the Bus. Customer may not bring glass bottles or containers, or glassware of any kind on the Bus.

8. Limitation of the Company's Liability. Customer acknowledges that riding in a moving vehicle is an activity that has inherent risks of personal injury and property damage. Customer also acknowledges that using the Company's services is an unsupervised activity. Customer agrees that Customer and all members of Customer's party will follow the rules, policies, and requirements of this Agreement, and agrees that the Company cannot be responsible for harm that may be caused to Customer or members of Customer's party. If at any time it is determined that any limitation of the Company's liability is not completely effective, Customer agrees that the Company's liability, if any, is limited to a refund of the fees Customer paid for the Company's services. Customer agrees that the Company will not be liable for damages of any kind that Customer or members of Customer's party may suffer that is greater than the cost of the Company's services.

9. FAILURE TO COMPLY WITH THESE RULES AND REGULATIONS WILL RESULT IN TERMINATION OF SERVICE WITH NO REFUNDS CREDITED FOR UNUSED EVENT TIME. CUSTOMER IS LIABLE FOR ANY AND ALL COSTS (INCLUDING ATTORNEY FEES AND OTHER COURT-RELATED COSTS), DAMAGES, OR LIABILITIES INCURRED BY THE COMPANY DUE TO THE FAILURE OF CUSTOMER OR ANY MEMBER OF CUSTOMER'S PARTY TO ANY OF THE ABOVE RESPONSIBILITIES.

10. The Company's Rights, Responsibilities, and Limitations Thereof.

(a) Provision of the Bus. The Company agrees to provide the Bus according to the terms stated in the Agreement and the attached Exhibit 1. The Company agrees that the Bus will arrive on time at the requested location and that it will be clean and ready for use. The Company agrees that its Driver and staff will be appropriately licensed.

(b) Right to Substitute Equipment. The parties to this Agreement understand that the Company owns only one bus, the Bus. The Company has the right, at its sole discretion, to substitute a bus of equivalent nature and passenger capacity in order to fulfill this Agreement.

(c) Force Majeure. The Company is not responsible for any delays, amendments of schedule, or cancellation resulting, directly or indirectly, from any act of God, public enemies, authority of law, strikes, riots, quarantine, perils of navigations, the hazard or dangers incident to a state of war, breakdowns, road conditions, weather conditions, conduct of Customer or members of Customers party, and other conditions beyond the control of the Company. If faced with any of these events or similar events, the Company will do its best to provide services as close to Customer's expectations as is commercially reasonable.

(d) Limitation of Liability to Events occurring on the Bus. The Company is not responsible for events that occur off the Bus, and Customer agrees to release and hold Company harmless of and from any liabilities arising out of events occurring off the bus and involving Customer and/or members of Customer's party.

(e) Security Recording Devices. The Company reserves the right to use recording devices solely for security purposes during any event.

11. General.

(a) No Assignment. Neither party may assign or delegate any of the party's rights or obligations under this Agreement to any person without the prior written consent of the other party, which the other party may withhold in the other party's sole discretion.

(b) Binding Effect. This Agreement will be binding on the parties and their respective heirs, personal representatives, successors, and permitted assigns, and will inure to their benefit.

(c) Amendment. This Agreement may be amended only by a written document signed by each party.

(d) Waiver. No waiver will be binding on a party unless it is in writing and signed by the party making the waiver. A party's waiver of a breach of a provision of this Agreement will not be a waiver of any other provision or a waiver of a subsequent breach of the same provision.

(e) Severability. If a provision of this Agreement is determined to be unenforceable in any respect, the enforceability of the provision in any other respect and of the remaining provisions of this Agreement will not be impaired.

(f) Further Assurances. The parties will sign other documents and take other actions reasonably necessary to further effect and evidence this Agreement.

(g) Governing Law. This Agreement is governed by the laws of the State of Oregon, without giving effect to any conflict-of-law principle that would result in the laws of any other jurisdiction governing this Agreement.

(h) Venue. Any action or proceeding arising out of this Agreement will be litigated in courts located in Multnomah County, Oregon. Each party consents and submits to the jurisdiction of any local, state, or federal court located in Multnomah County, Oregon.

(i) Attorney's Fees. If any arbitration or litigation is instituted to interpret, enforce, or rescind this Agreement, including but not limited to any proceeding brought under the United States Bankruptcy Code, the prevailing party on a claim will be entitled to recover with respect to the claim, in addition to any other relief awarded, the prevailing party's reasonable attorney's fees and other fees, costs, and expenses of every kind, including but not limited to the costs and disbursements specified in ORCP 68 A(2), incurred in connection with the arbitration, the litigation, any appeal or petition for review, the collection of any award, or the enforcement of any order, as determined by the arbitrator or court.

(j) Entire Agreement. This Agreement contains the entire understanding of the parties regarding the subject matter of this Agreement and supersedes all prior and contemporaneous negotiations and agreements, whether written or oral, between the parties with respect to the subject matter of this Agreement.