

CUSTOMER INFORMATION

Name(s): _____ (“Customer”)

Street Address(es): _____

Municipality: _____ State: _____ Zip Code: _____

Telephone: _____ Email: _____

SERVICE DETAILS AND INFORMATION

Date(s) of Service: _____ Number of Shuttles: _____

One Way or Round Trip: _____

Destination Name: _____

Pick Up Street Address: _____

Pick-Up Municipality: _____ Pick-Up Time: _____

Number of Guests to be Transported with Shuttle Service: _____

Drop-Off Street Address: _____

Drop-Off Municipality: _____ Drop-Off Time: _____

RATES AND DEPOSIT

Checks can be mailed to:

Township of Long Beach
ATTN: Shuttle Rentals
6805 Long Beach Blvd
Brant Beach, NJ 08008

Base Rate: **Small 14 passenger \$350.00** for minimum of 2 hours + \$75.00 each additional hour

Large 24 passenger \$500.00 for minimum of 2 hours + \$75 each additional hour

*additional hours on the Shuttle is based upon entering into any part of the next hour after the time reserved pursuant to this Contract.

Hours: _____ Contract Total: _____ Deposit (non-refundable): _____

Balance Due: _____ + any additional hours incurred above reserved time.

SCOPE OF SERVICE AND PROHIBITED ACTS: Each shuttle bus (“Shuttle”) retained by Customer shall provide the pick-up and drop-off services set forth in this Contract alone (“Shuttle Services”). Customer shall comply with all Township requirements relating to the Shuttle Services. No alcoholic beverages, tobacco, or any other illegal substances shall be permitted or used on the Shuttle and Township expressly reserves the right to decline access to and/or to transport any person who Township’s agents or employees determine, in their discretion alone, to be intoxicated, unruly, abusive, dangerous, disruptive, in violation of Township’s requirements, or to be acting or likely to act in such a manner as to have potential negative consequences to the Customer, the persons being transported, the agent or employee of Township, and/or the public health, welfare, and safety. Township’s agents or employees may also terminate the trip under any of the foregoing circumstances or if continued service pursuant to this Contract would place he/she in danger or in the event any action or inaction would have a negative impact upon the public health, welfare, and safety.

PERSONAL PROPERTY: Township shall have no and assumes no responsibility for the security or condition of any personal property owned, transported, and/or left on the Shuttle relating to the Shuttle Services. Any lost, stolen, and/or damaged personal property shall be the responsibility of the Customer and any and all persons transported on the Shuttle. Customer shall take full responsibility for any damage to Township property and/or the property of others relating to the use of the Shuttle Services.

DEPOSITS AND ASSIGNMENT: Deposits are non-refundable and non-transferrable. Customer may not assign the terms of this Contract.

PAYMENT TERMS: The deposit is due upon the execution of this Contract and the balance due is due on the date of service at the first pick-up location. Any overtime for additional hours is due on the day of service. Payment must be made to the driver prior to going into any overtime.

CANCELLATION POLICY: All cancellations shall be made in writing to _____. If cancellation occurs within twenty (20) days from the scheduled date of service, the Customer shall be responsible for the balance due. If canceled greater than twenty (20) days from the scheduled date of service, the deposit shall be retained, as it is non-refundable, but Customer shall not be responsible for the payment of the balance due.

DAMAGE POLICY: Each Shuttle is inspected prior, during, and after the Shuttle Services. Customer shall be responsible for any and all damages caused to the Shuttle(s) by the conduct of the Customer and the persons riding the Shuttle(s) that results in any damage to the interior or exterior of the Shuttle(s), and shall be personally liable for the costs to repair or replace any such damage. If the damage results in Township's loss of use of the Shuttle(s), the Customer shall be personally responsible for any loss of revenue relating thereto.

DELAYS AND FORCE MAJEURE: In the event there is a delay in travel caused by an Act of God, severe weather, road conditions, and/or unforeseen traffic issues that results in any Shuttle(s) arriving late at the first pick-up address, the Shuttle(s) shall extend the drop-off time in an amount of time equal to the delay and the Customer waives any and all rights and claims relating thereto, provided that the Shuttle(s) complies with the foregoing. Neither party is liable for any default or delay in the performance of any of its obligations under this Agreement (other than failure to make payments when due), except that the deposit remains non-refundable, if such default or delay is caused, directly or indirectly, by forces beyond such party's reasonable control, including, without limitation, fire, flood, acts of God, labor disputes, accidents, acts of war or terrorism, interruptions of transportation or communications, supply shortages or the failure of any third party to perform any commitment relative to the production or delivery of any equipment or material required for such party to perform its obligations hereunder.

CUSTOMER DEFAULT AND COLLECTION: In the event that any amounts due Township pursuant to this Contract are not paid, a late fee of 18% *per annum* shall be assessed to the amount due. In the event Township is required to initiate any litigation, arbitration, or other proceeding to enforce its rights under, arising out of, and/or relating to this Contract (whether in contract, tort, or both) or seeks a declaration of any rights or obligations under, arising out of, and/or relating to this Contract, Township shall be awarded its reasonable attorneys' fees and costs incurred with respect to such litigation or other proceeding, including, but not limited to, reasonable attorneys' fees, disbursements and costs, and experts' fees and costs, in any underlying litigation and/or arbitration, any and all appeals, and any and all post-judgment proceedings.

TOWNSHIP DEFAULT: In the event that Township is unable to perform in accordance with the terms of this Contract, the Customer's remedies and claims shall be expressly limited to the total value of this Contract. The Customer expressly waives and forever releases any additional claims for contract damages against Township that are above and beyond the total amount paid by the Customer. In the event that a Shuttle breaks down or is otherwise unable to perform the Shuttle Services, all reasonable efforts shall be made to supply a replacement vehicle. No refund shall be made if a replacement vehicle is sent within a reasonable amount of time or in the event that the Customer refuses the replacement vehicle. Any refund in the event Township fails to perform the Shuttle Services shall be limited to the refund of the amounts paid pursuant to this Contract and the Customer expressly waives and releases any additional claims relating thereto.

MODIFICATION: All additions or modifications to this Contract must be made in writing and must be executed by both parties.

GOVERNING LAW: This Contract is made under and shall be construed according to the laws of the State of New Jersey. Any dispute shall be venued in Ocean County, New Jersey.

ENTIRE AGREEMENT: This Contract comprises the complete and entire agreement and understanding between the parties and supersedes all previous understandings and agreements between the parties, whether oral or written. The parties agree that they have not relied on any representation, assertion, guarantee, warranty, collateral contract, or other assurance, except those set forth in this Contract. The parties waive all rights and remedies, at law or in equity, arising or which may arise as the result of a party's reliance on such representation, assertion, or any other assurance.

SEVERABILITY: All rights and restrictions contained in this Contract may be exercised and shall be applicable and binding only to the extent that they do not violate any applicable laws and are intended to be limited to the extent necessary so that they will not render this Contract illegal, invalid, or unenforceable. If any provision or portion of any provision of this Contract shall be held to be illegal, invalid, or unenforceable by a court of competent jurisdiction, the remaining provisions or portions thereof shall remain in full force and effect.

RELEASE AND INDEMNIFICATION: Customer expressly, knowingly, and, to the fullest extent permitted by law, agrees to and shall release, indemnify, defend, and hold harmless Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Township from and against any loss, damages, claims, causes of action, liabilities, obligations, and any and all other costs and expenses, including attorneys' fees and costs, threatened against, suffered, and/or incurred by Township, its elected and appointed officials, officers, employees, agents, volunteers, and others working on behalf of Township arising out of and/or in any manner relating to the use of the Shuttle Services by Customer and Customer's next of kin, heirs, assigns, representatives, agents, invitees, and guests. Customer shall be responsible and liable for the payment of any and all of the foregoing attorney's fees and costs, to attorneys of Township's selection, for any investigation and review, pre-litigation, litigation, post-judgment litigation, and any and all appeals arising out of and/or relating thereto. The existence of any available and/or applicable insurance shall not waive or release Customer from the Customer's obligations set forth in this Contract.

HEADINGS: The headings herein are for convenience only and are not part of this Agreement.

BINDING NATURE: This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors, and assigns.

WAIVER: The failure or delay of a party in exercising any right, power or remedy hereunder shall not constitute a waiver of any such right, power or remedy, or of the right of such party to enforce such right, power or remedy.

ACKNOWLEDGMENT OF TERMS: I have read this Contract, fully understand its terms, and understand that I have given up substantial rights by signing it and have signed it freely and without any inducement or assurance of any nature and intend it to be a complete and unconditional release of all liability to the greatest extent allowed by law and agree that if any portion of this Contract is held to be invalid, the balance, notwithstanding, shall continue in full force and effect.

Dated: _____ Customer Signature: _____