

Five Star Auto Center LLC
DBA: Five Star Horse-Drawn Carriage
P.O. Box 2012 Portsmouth, Ohio 45662
740-456-LIMO (5466)
www.456limo.com

Rental Agreement

To make your time with Five Star Horse-Drawn Carriage an enjoyable one, we ask for your cooperation with the following: Rental of Horse-Drawn Carriage is with full acknowledgement and agreement of the following terms and conditions:

A deposit of \$100.00 of the total amount is required at the time of booking. The remaining balance is due in cash on the day of scheduled event. Deposits are non-refundable for postponement or cancellation by client. If there are changes in the schedule, we require a 48 hour notice.

Five Star Horse-Drawn Carriage will strictly enforce State and Federal Laws and will maintain a **Zero Tolerance** compliance policy on the following: no alcoholic beverages shall be consumed or used by any person not of the legal drinking age and no possession, sale, or use of any type of narcotics or illegal drugs is permitted. Absolutely no alcoholic beverages shall be permitted in the carriage, by any person or persons at any time regardless of their age. Five Star Horse-Drawn Carriage reserves the right to refuse service to any intoxicated or drug induced passenger prior to boarding. We also maintain a **No Smoking** policy. Violations will result in immediate termination of contract and services, and forfeiture of all paid deposits and fees. The client, upon signing this agreement, shall be responsible for his or her guests.

If the horse-drawn carriage is to be for any minor under the age of (18) eighteen years of age, this agreement must be signed by either a parent or legal guardian. Adult supervision is required when the passengers are under the age of (16) sixteen years of age. (Adult must ride in the carriage with the minors).

Client agrees to and is responsible for any and all damage to the interior and exterior of the carriage, including the horse. This includes but is not limited to: breakage, rips or tears, burns, acts of vandalism to the upholstery, carpet, panels, roof, lanterns, lights or other interior parts. Client furthermore agrees to the repair and/or replacement cost of such items. Concerning the horse, clients are not allowed to feed the horse. All children must be accompanied by an adult when wanting to pet the horse. No child is allowed on or under the horse for any reason. All passengers must behave in an orderly and well-behaved manner. Five Star Horse-Drawn Carriage will not be responsible for injuries that occur while the carriage is in motion or at a standstill. Five Star Horse-Drawn Carriage reserves the right to expel any person from the vehicle and/or terminate this contract in the event of a violation of any of these conditions by any passenger. In the event of such early termination, no portion of the rental fees shall be refunded.

Five Star Horse-Drawn Carriage reserves the right to determine the safe operating conditions for the road if it is too heavily traveled, such as highways, interstates, or with too narrow shoulders. Mileage is limited to **three** miles. Five Star Horse-Drawn Carriage

will provide service under most weather conditions (rain, wind) however if conditions are too severe and considered unsafe (snow, ice, thunderstorms) we will provide a six passenger stretch limousine at equal price.

Five Star Horse-Drawn Carriage shall not be held responsible for late arrival caused by (but not limited to) acts of God, traffic delays, breakdown, accident, incorrect pickup and drop off information, and any situation beyond our control. We will use our best efforts to notify the customer of these conditions and resulting delays or changes. Five Star Horse-Drawn Carriage reserves the right to cancel an event without prior notice due to circumstances beyond our control (horse illness, equipment failure, etc). In this rare event, we will notify you and automatically substitute a limo of equal or greater passenger capacity.

Five Star Horse-Drawn Carriage reserves the right to use any pictures that may be taken during the course of this rental as Five Star Horse-Drawn Carriage sees fit.

Notice: The contracting party recognizes the element of risk involved with this type of service and waives all right to hold Five Star Auto Center LLC DBA: Five Star Horse-Drawn Carriage (Employees/Agent) responsible for any damages or injuries which may occur. I, the undersigned, agree to the terms and conditions of this agreement. I declare that I am over the age of (18) eighteen years of age and I sign with full understanding and I accept responsibility for all boarding persons and/or guests.

Name (Print): _____ **Phone Number:** _____

Signature: _____ **Date:** _____