



TROLLEY RESERVATION AGREEMENT

**City of Kingsburg
1401 Draper Street., Kingsburg, CA 93631
Telephone: (559) 897-5821**

Applicant Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ ZIP _____

Home Phone: _____ Work #: _____ Cell #: _____

Driver's License #: _____ Email Address: _____

*Contact Person: _____ Cell #: _____

*If you are not the contact person for the day of the event, please list someone the driver can reach (particularly important if this is for your wedding).

* If Applicant is an organization or entity, the person ("Responsible Person") assuming responsibility for the performance of Applicant's obligations and responsibilities under this Agreement is as follows:

Name: _____ Address: _____

Cell #: _____

Event Information

Requested Date: _____

Type of Event: _____

Trip Starting Address: _____ City: _____

Trip Ending Address: _____ City: _____

Pick Up Time: _____ Ending Time: _____

Number of Passengers: _____

(Maximum Passengers: 26 Seated, 1 Wheelchair; 24 Seated, 2 Wheelchairs)

(Note: Charged start time for trips begin when the trolley leaves the corporation yard. (1200 Kern, Kingsburg, CA 93631). If you need the trolley for the beginning of your event – please indicate the start time of the event so we can ensure the trolley is there on-time.

Other Information: _____

RULES AND REGULATIONS FOR USE OF THE KINGSBURG TROLLEY

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1. All trips must remain within 50 miles of the Kingsburg Corporation Yard located at 1200 Kern, Kingsburg, CA 93631.
2. Private Party Rental fees are as follows:
 - Regular hourly fee is \$125.00 per hour. Minimum rental is 2 hours.
 - Rentals on City Holidays are \$140.00 per hour.
 - After the initial four hours at full price, a reduced rate of \$75.00 is in effect.
 - All rentals include a provided licensed driver.
 - Security Deposit is \$250.00 (“security deposit”)
3. Non-Profit Rental fees are as follows:
 - Regular rate will be \$60.00 per hour for rentals.
 - All rentals include a provided licensed driver.
 - Security deposit is \$250.00.
4. All rentals are a minimum of two hours. A deposit (“deposit”) of two hours rental fee plus the security deposit of \$250.00 is due at time of booking. No dates are guaranteed without the deposit. The deposit and the security deposit are fully refundable up to 30- days prior to the event. Thereafter, the entire deposit is forfeited. Any portion of the security deposit not used by the City as provided in this Agreement will be refunded to the Applicant within thirty (30) days after date of use of the Trolley by the Applicant.
5. The balance of the rental fee (any additional hours beyond the two-hour minimum) is due 30 days prior to the event. Additional hours cannot be added on the day of the event. For rentals requested less than 30 days from the event, all fees are due at the time of booking the reservations.

6. Refunds are not given for unused time. Therefore, carefully consider the time you'll need for your event.
7. Food and beverages are allowed in the trolley. Any ice-chests must be secured to the interior of the vehicle with bungee cords. All trash must be removed from the trolley at the end of the rental and any spills wiped up immediately. The trolley must be left in the same condition as it was when the trip started. Applicant agrees the City may deduct from the security deposit any costs and expenses incurred by the City to clean and repair the Trolley after use by the Applicant.
8. Applicant agrees the City may deduct from the security deposit any costs and expenses incurred by the City for bio-hazard cleaning in the event of a bodily fluid spill (urine, vomit, blood, etc.)
9. Decorating the interior of the trolley may be done upon request with advance scheduling and the City's approval of the interior decorations. No exterior decorations are allowed.
10. In the event of a trolley breakdown, during the Trip period, which breakdown is not the result of any act or omission to act of Applicant or any passenger, a refund for the lost Trip time will be issued.
11. Passengers must comply with all safety instructions and regulations issued by the City and the trolley driver. All passengers must remain seated while the trolley is in motion.
12. City Holidays are:

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3 rd Monday in January
Good Friday	1/2 day before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Friday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
13. If Applicant is hosting minor children, (under 18 years of age) Applicant must have an adequate number of adult chaperones and supervision. Adequate chaperones and supervision is considered to be not less than one adult per ten (10) minor children. Children must be under the supervision of a parent, guardian or chaperone at all times while on the trolley.
14. Applicant/Responsible Person agrees the City may deduct from the security deposit any costs and expenses incurred by the City as a result of any violation of any rule or regulation identified in this Agreement. Within thirty (30) days after the date of invoice, the Applicant/Responsible Person agrees to reimburse the City for any costs or expenses, in excess of the security deposit, incurred by the City as a result of any violation of any rule or regulation identified in this Agreement.

15. Narcotics, tobacco products, vaping, and marijuana are not permitted on the trolley. No profane language, arguing, fighting or unruly behavior is permitted on the trolley.

16. Violation of any rule or regulation by Applicant/Responsible Party or any person or any passenger on the trolley or other person or entity in any way associated with or participating in the Event, as determined in the discretion of the trolley driver, shall be sufficient cause for immediate termination of the use of the trolley. If such violation shall occur, the trolley will be immediately returned to the City Corporation Yard.

17. The person signing this Agreement, represents and warrants that if the Applicant is an organization, group or entity, the person (“Responsible Person”) signing this Agreement on behalf of the organization, group or entity has been given the power and authority to sign this Agreement on behalf of the organization, group or entity and to bind the organization, group or entity to the terms and conditions of this Agreement. The Responsible Person signing this Agreement on behalf of the organization, group or entity is jointly and severally responsible and liable for the performance of all of the provisions of this Agreement and all the rules and regulations set forth in this Agreement.

18. The Applicant and if the Applicant is an organization, group or entity, the Responsible person signing this Agreement on behalf of the organization, group or entity shall indemnify, defend (with legal counsel acceptable to the City of Kingsburg) and hold harmless the City of Kingsburg and its officials, agents, employees and officers against any and all liability, losses, claims, damages, attorney fees, and other expenses, including, without limitation, sums paid or incurred in attempting to procure release from liability, which the City or its officials, agents, employees or officers may sustain or incur as a consequence of or in any way related to the use of the trolley by the Applicant and any passengers and all participants of the Event or arising out of any act or activity of the Applicant or any passenger or arising from the Event and/or the acts or omissions of any person or entity riding the trolley or participating in the Event.

19. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matter.

20. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, the parties hereby submit to the jurisdiction and venue of the Superior in the County of Fresno, State of California for any proceeding arising hereunder.

21. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

22. This Agreement shall be construed and governed pursuant to the laws of the State of California.

The undersigned certifies that all the information provided by the Applicant or Responsible Person and identified in this Agreement is true and correct.

Important – Road Conditions

The Kingsburg trolley is the size of the public transit bus. Certain road conditions can affect the safety and navigability of the trolley and may render the trolley unusable for your event. If you have concerns about the road(s) and/or location of your event, please consult with us before you book your reservation and pay your deposit. We can evaluate the roads and location to assess any hazards, thereby giving you time to find an alternative if we cannot book your trip.

Situations which may render roads impassable may include (but are not limited to):

- Low-hanging tree branches and closely set trees.
- Uneven ground, unpaved roads (dirt, gravel, etc.), steep inclines/declines, and narrow roads.
- Shortened turning radius (the drivers are not allowed to travel in reverse for safety reasons).

By checking this box, you agree to the following:

- The roads are public property and to your knowledge, passable by most vehicles. or
- The Applicant requests The City of Kingsburg evaluate the road(s) and location to assess any hazards.

Please read and sign:

The undersigned, Applicant and the Responsible Person duly authorized to execute this Agreement on behalf of the Applicant (if an organization, group or entity) agrees to comply with all rules, regulations and policies of the City of Kingsburg, governing the use of the trolley. It is understood that failure to comply with all rules and regulations will result in obligations to the Applicant and Responsible Party, including, without limitation: (i) repair costs for damages to the trolley, its contents and/or surrounding areas; (ii) forfeiture of deposit; (iii) additional charges for cleaning; and (iv) denial of future use of the City of Kingsburg Trolley.

The undersigned has read understands and agrees that the Applicant and the Responsible Person and all passengers of the trolley will fully comply with all rules and regulations and policies of the City of Kingsburg regarding the rental and use of the Kingsburg Trolley.

Name of Individual or Organization and Responsible Person

Date: _____

Authorized Signature

For Official Use Only:

Approved _____ **Denied** _____ **Date:** _____

Deposit Paid: \$250 **Date:** _____ **Payment Type:** _____

Rental Fee Paid: \$ _____ **Date:** _____ **Payment Type:** _____

Driver Secured: _____

Notes: _____

Deposit Returned Date: _____