



Trolley Rental Agreement



Date: _____

Contract # _____

Renter Name: _____

Group or Business Name (if applicable): _____

Address: _____

City: _____

State: _____

Zip: _____

Day Phone: _____

Evening Phone: _____

Mobile Phone: _____

Email: _____

Date of Event: _____

Approx. #Guests: _____

Number of Hours **(Must be Consecutive)** : _____

Shuttle Directions: **PLEASE PROVIDE DETAILED DIRECTIONS FOR DRIVER**

Rental Rates

First 3 Hours \$375.00

\$125.00 per hour after 3 hours

Minimum Rental is 3 Hours at \$375.00

- Rental includes unlimited mileage in Alamance County. **Outside of Alamance County a “travel fee” of \$1.75 per mile** will be added. Travel fee will begin at Alamance County Line and from the finish point of rental back to Alamance County line. Driver fee and fuel included in rental prices.
- **Please note:** Hourly billings are for **full hours only**. The rate must be billed the entire time the trolley is in service (waiting or running).
- If the trolley is left dirty, including paper, trash, drink containers, etc., a cleanup fee **starting at \$50** will be billed.
- A **\$150 Deposit is required at the time of rental reservation** which will be applied against the total rental cost. **The balance due must be paid no later than 14 days prior to the date of rental.**
- **Overages** will be billed at the above mentioned rates and are due **within one week** of the rental date.
- Tip is required and goes directly to the driver for their service. It is paid ahead of time to avoid cash transactions

Please make checks payable to:

Graham Cinema

Mail or Deliver payment to:

Graham Cinema

P.O. Box 872

Graham, NC 27253

Rental fee: \$ _____

Driver Gratuity (20%): \$ _____

Travel Fee (if outside of Alamance County): \$ _____

Cleanup: \$ _____

Total: \$ _____

Deposit (NON-REFUNDABLE): -\$ _____

Balance Due: \$ _____

Graham Cinema Trolley

Terms and Conditions of Trolley Use

Rules of Operation

1. No food or drinks are allowed on the vehicle without prior permission.
2. We must have addresses for the proposed route the Trolley is to travel at least seven days prior to rental. We reserve the right to alter the route for safety reasons or due to inaccessible roads.
3. The Trolley cannot run into residential areas unless routes are pre-approved.
4. Passenger drop-offs are inherently dangerous. Trolley passengers are advised to watch for on-coming traffic and be extremely cautious.

Decorating the Trolleys

1. Renters are **NOT** permitted to tape, staple, or nail anything to the interior or exterior of the Trolley.
2. Zip Ties used to attach items to the Trolley are acceptable so long as they do not cause damage to the Trolley.
3. All items affixed to the Trolley must be secured to withstand the forces generated by the movement of the Trolley.
4. Items affixed to the Trolley should in no way impede the vision of the driver. The operator has complete discretion to remove any items he or she feels may obstruct their ability to operate the Trolley.
5. All Decorations must be applied and removed by the renter. A \$50.00 clean up charge will be applied if decorations are left on the Trolley.
6. Graham Cinema, their agents, contractors and/or vendors are not responsible for any damage or claims resulting from items affixed to the Trolley by the renter.

General Information and Restriction

1. Smoking is **NOT** permitted anywhere inside the Trolley. Guests or persons who continue to smoke inside after being requested not to are subject to immediate removal by the driver or their designee.
2. Animals of any kind are **NOT** allowed into the Trolley, except service animals.
3. Graham Cinema, their agents, contractors and/or vendors assume no responsibility, legally, or financially, for any personal property brought onto the Trolley, or for any injuries to renter, or guests.
4. Graham Cinema may require a user to have additional insurance (naming Graham Cinema and their agents, contractors and/or vendors as additional co-insured) and to furnish written proof of such additional insurance.

Contract for Use

All persons and/or organizations renting the Trolley from the Graham Cinema must sign a contract specifying the rights and obligations of both the user and the Graham Cinema prior to the user advertising in any way, or selling tickets that involve the use of the Trolley. The user agrees to abide by all pertinent local, state, and federal laws and ordinances.

Alcoholic Beverages

1. Renter assumes all responsibility for complying with all applicable laws and ordinances concerning the sale and/or service of alcoholic beverages.
3. Renter assumes all liability and responsibility for actions resulting from consumption of alcoholic beverages by any and all persons attending the user's event.

Scheduling

1. Graham Cinema is responsible for maintaining one master calendar that records all reservations for use, all actual uses, and all users of the Trolley.
2. All persons and organizations wishing to make use of the Trolley must obtain specific available dates through Graham Cinema. All events must end at or prior to 1am.
3. No reservation will be accepted prior to 12 months before an event. No reservations will be made on a repetitive basis. A new request must be made for each use. Tentative reservations may be made by requesting Graham Cinema to pencil in the tentative user's name on the date(s) desired. If another user desires the same date that is being held by a tentative reservation, the tentative (penciled in) user has three (3) business days to complete and sign a contract and pay the \$150 deposit or the date is forfeited. A signed contract and a \$150 deposit, received by Graham Cinema will constitute a full confirmation.

Cancellation of Reservation

Once Graham Cinema has a signed contract and has received a deposit, the reservation or use may be terminated only for one or more of the following reasons:

1. Circumstances beyond the control of the management, such as mechanical malfunction.
2. Graham Cinema determines that the user cannot or will not meet one or more of the obligations outlined in Terms and Conditions of Trolley Use or the Trolley Rental Contract.
3. The Graham Cinema determines that the event or use is, or will be, obviously in violation of laws or ordinances; or is likely to cause severe damage to the Trolley or injury to the individuals in it.
4. Inclement weather prohibits the safe operation of the Trolley.
5. With the exception of inclement weather, all cancellations of reservations by the renter after Graham Cinema has received a signed contract and deposit require written notification.

Refunds

1. The **\$150 deposit due at the time of contract execution is NON-REFUNDABLE** except in the event of circumstances beyond the control of the management, such as mechanical malfunction that may cause the Trolley to be unavailable for a reservation or in the event of inclement weather.
2. The paid Balance Due on the Rental Contract is refundable if written notification of the cancellation from the party which signed the contract is received at least seven (7) days prior to the rental or if inclement weather does not allow safe operation of the Trolley.
3. A refund check will be issued to the party that signed the contract within thirty (30) days.
4. In the event of the cancellation of a rental due to inclement weather, Graham Cinema will make every reasonable effort to reschedule the canceled rental, but the liability limits of Graham Cinema, their agents, contractors and/or vendors for losses incurred by the user/renter due to cancellation will be subject to the limits defined in the contract between the renter of the Trolley and Graham Cinema.

Denial of Use

The Graham Cinema may deny use of the Trolley for any one of the following reasons:

1. The user cannot or will not meeting one or more obligations of use.
2. The event or use is or will be obviously in violation of laws and ordinances, or is likely to cause severe damage to the Trolley or to individuals participating in the event.
3. The potential user has repeatedly made and then canceled reservations.
4. The user has longstanding and unfulfilled financial obligations to Graham Cinema.
5. The user has previously broken Terms and Conditions of Trolley Use, OR county or state laws or both.
6. The Trolley may not be used for Social Campaigns or Protests as determined by Trolley management.

With my signature below, I state that I have the authority to enter into this contract, have read and fully understand the Graham Cinema Trolley Rental Contract and Terms and Conditions of Trolley Use and will abide by those Terms & Conditions.

Renter's Signature: _____ Date: _____

Graham Cinema Staff _____ Date: _____

Please return pages 1, 3 and signed page 7 with your deposit. The Graham Cinema will assign a Contract Number, countersign the Agreement and return a copy to you. Thank you!