



MADISON *TROLLEY*

A local service managed by Visit Madison, Inc.

601 West 1st Street Madison, IN 47250 812-265-2956 info@visitmadison.org

Madison Trolley Information & Application for Use

RATE SCHEDULE:

- First Hour: \$250.00
- Second Hour: \$125.00
- Each Hour Thereafter: \$125.00
- Not for Profit - Jefferson County, IN - Per Hour: \$75
- All checks and credit card payments are payable to **Visit Madison, Inc**

DEPOSIT FEES:

Rate of first hour of usage is due at signing of contract. Refundable up to 14 days prior to reservation

ADDITIONAL FEES:

Step on Tour Guide is available for \$70 per hour.

Office use only: Total amount due: _____



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First & Last Name:

Today's Date:

Phone Number:

Address:

Email:

Reservation Date(s):

Pickup Times & Locations:

Dropoff Times & Locations

Office use only:

Total Number of Usage Hours: _____

TOTAL HOURS ARE DETERMINED BY VMI

CONTRACT AND USE AGREEMENT:

This User Agreement was made and entered between Visit Madison Inc (VMI) and Applicant, for the rental of a trolley, which is owned and maintained by Dave Adams, subject to a MOU between VMI and Dave Adams. Visit Madison Inc is the booking agent for the Madison Trolley and assists in securing drivers and scheduling events, but does not own or assume liability for the trolleys. The term of this User Agreement shall commence on the date of the signing and acceptance indicated below, and terminate at the end of the contracted event time, unless terminated earlier or later as provided herein.



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SCOPE OF USE:

The Madison Trolley will be operated solely and exclusively by a licensed driver legally qualified to operate the vehicle, under contract with Dave Adams. Applicant use of the vehicle shall comply with all the laws of the City of Madison, Jefferson County and surrounding counties, the States of Indiana and

Kentucky and the United States. The enclosed trolley's occupancy is 20 passengers, while the open air trolley's occupancy is 30 passengers. Applicant agrees to not allow more than the maximum number of passengers to occupy the vehicle at any one time.

SECURITY DEPOSIT:

Any or all deposits made by Applicant to VMI as security for use of the vehicle shall act as security for Applicant's faithful performance of the terms, covenants, and conditions of this Agreement to be held by VMI until expiration or termination of this Agreement. Such security, or such part as may be necessary, may be applied toward payment of all rents and obligations, including amounts due for damages for breach of this Agreement. In the event that VMI has to cancel Applicant's use of the vehicle under the agreement due to weather, road conditions, mechanical failure, or other reason not under Applicant's control, a full refund of the deposit shall be made.

FEE SCHEDULE:

The payment of rental fees for use of the vehicle shall be determined by VMI and the Applicant shall provide final payment for use of the vehicle to VMI within two weeks to Applicant's event time.

LIMITED WARRANTY:

Dave Adams warrants to VMI through an MOU that the vehicle has undergone regular maintenance and is in working condition. However, the warranty does not warrant that the vehicle will be free from unforeseen mechanical defects.

RULES & SPECIAL CONDITIONS:

The applicant shall make use of the vehicle in a respectful manner and shall not cause or happen to be caused a public nuisance resulting from the Applicant's use of the vehicle. VMI and Dave Adams does



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not guarantee the safety or assume any responsibility for any personal property or items lost, stolen, damaged, or left in the vehicle. VMI and Dave Adams are not responsible for delays in the vehicle's departure or arrival caused by weather, road conditions, hazards, accidents, or other unforeseen events, including acts of God or War. There shall not be any possession or consumption of illegal drugs or use of tobacco on or near the vehicle. There shall not be any unruly behavior by passengers, any conduct causing or likely to cause damage to the vehicle, nor any conduct causing or likely to cause harm or injury to any other person. The Applicant will be responsible for and accepts full responsibility for any and all damage to the vehicle or any and all special cleaning expenses due to any and all negligence, carelessness, or intentional acts resulting from the Applicant's use of the vehicle. The applicant may not

attach or affix anything to the interior or exterior of the vehicle without prior consent from VMI. Neither Applicant nor Applicant's guests shall engage in conduct that will interfere with or is likely to interfere with the safe operation of the vehicle. VMI, Dave Adams, and Driver reserves the right to temporarily or permanently expel any passenger(s) from the vehicle if Applicant or Applicant's guests fail to comply with the above rules and conditions.

INCLEMENT WEATHER POLICY:

Weather conditions are evaluated with assistance from Jefferson County Emergency Management. Notification of cancellation due to weather will happen no less than 2 hours prior to departure, however, standard practice when possible will be 4 hours prior to departure.

RELEASE AND WAIVER:

Applicant releases VMI and Dave Adams (and any officers, directors, agents, employees, and representatives of VMI and Dave Adams) from liability for any and all damage that Applicant may suffer from Applicant's use of the vehicle even if that damage is caused by negligent acts or omissions of VMI (and any officers, directors, agents, employees, and representatives of VMI or Dave Adams).

INDEMNIFICATION AND HOLD HARMLESS:

Applicant agrees to defend, indemnify, and hold harmless VMI and Dave Adams (and any officers, directors, agents, employees, and representatives of VMI and Dave Adams) from and against any and all charges, complaints, claims, demands, liabilities, actions and causes of action, loss, cost, and expense, including attorney's fees, arising out of or resulting from Applicant's use of the vehicle by Applicant or Applicant's guests. The Applicant assumes responsibility for any and all damages by reason of any injury



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or death to any person or persons, and for any and all loss or damage to any property caused by or resulting from either Applicant or Applicant's Guests whether by accident, neglect, or intentional act during Applicant's use of the vehicle.

ASSIGNMENT PROHIBITED:

Neither this Agreement nor any interest herein may be assigned by Applicant without prior consent of VMI in writing. Any subleasing or re-renting of the vehicle by Applicant is prohibited and any such subleasing or re-renting by Applicant shall immediately cause termination and cancellation of this Agreement. This Agreement, Applicant's interest in this Agreement, and any rental fees due or to become due herein may, however, be assigned by VMI or Dave Adams without consent of Applicant but subject to the rights of Applicant hereto.

BREACH OF APPLICATION AND AGREEMENT AND ATTORNEY FEES:

If the Applicant shall breach this Application and Agreement or fail to comply with the above-stated rules and conditions, VMI shall be entitled to terminate service under this Agreement immediately and be entitled to attorney's fees, the costs of collection, and costs incurred in any lawsuits arising out of or in connection with the said breach. In the event of such early termination, there will be a forfeiture of all reservation fees paid by Applicant.

FORBEARANCE:

No forbearance by VMI to exercise any rights or privileges under this Agreement or waiver of any breach of any of its terms shall be construed as a waiver of any such terms, rights, or privileges, but the same shall continue and remain in full force and effect the same as if no such forbearance or waiver had occurred.

GRATUITY FOR DRIVERS AND STEP-ON GUIDES:

Gratuity is acceptable for your driver and/or guide.



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SEVERABILITY:

If any provisions of this Agreement are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

JURISDICTION:

The parties agree that all the terms and conditions herein shall be construed under the laws of the State of Indiana and any action or proceeding brought in connection with or arising out of this application shall be within the jurisdiction of Jefferson County, Indiana.

By Signing, you accept and understand the provisions outlined within this document.

Applicant's Signature: _____

Applicant's Printed Name: _____

Today's Date: _____

Visit Madison Team Member Signature: _____



5/31/24