



## Trackless Train Rental Agreement

This agreement is between Little Conductors, LLC and \_\_\_\_\_  
for the rental of a Trackless Train and Conductor/Driver.

Date or Dates Reserved: \_\_\_\_\_  
Month/Day/Year

Time of Event: \_\_\_\_\_ Reserved for: \_\_\_\_\_ hours.  
(Time you need train to begin)

Event Location: \_\_\_\_\_

Contact info for day of event: Name: \_\_\_\_\_ Phone: \_\_\_\_\_

### **Deposit**

We require a deposit of \$50.00 to hold your reservation. The deposit comes off your total bill and is not an additional fee. We accept cash, check, or credit. Please make checks payable to Little Conductors LLC. Please send the agreement and deposit to 18530 Bush Rd. Chelsea, MI 48118. We also accept payment by credit card via PayPal on our website: <http://www.lilconductors.com/deposit>

**Renter hereby releases**, now and forever, Little Conductors LLC from any and all claims, causes of action, or liability arising from this agreement including arising from or out of, or relating to, directly or indirectly, the infection of COVID-19 or any other illness or injury. **This is intended to be both a release and covenant Not to Sue.**

**Renter acknowledges and fully assumes the risk of illness, injury, or death** arising from being on the premises and participating in Little Conductor train rides and hereby agrees to **indemnify and hold harmless** Little Conductors LLC, its officers, agents, assigns, and employees from any and all claims for damages to person or to property, and claims for loss, damage, and /or theft arising out of the use of the equipment, including those allegedly attributed to negligent acts or omissions of any party, and at its/his/her own expense to defend any suit or action brought against Little Conductors, its officers, agents, assigns, and employees founded upon the claim of such damage or loss or theft.

Payment is due in full the day of the event before services are rendered. We accept cash, credit, PayPal, or check. (A \$50 service fee will be charged for all bounced checks).

**I agree to the terms and conditions above and on the following page and I sign knowingly, freely, and voluntarily:**

**Renter Signature:** \_\_\_\_\_ **Date:** \_\_\_\_\_

**Title:** \_\_\_\_\_

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Booking is first come first serve. When two potential clients inquire about the same day/ time we will honor the person that turns in their contract and deposit first. **You are not booked until we receive your agreement and deposit.** If you send via USPS please call to let us know you have sent your deposit to avoid double booking.

### Delivery

A delivery charge of \$25.00 will be added to total price for events between 0-19 miles of Chelsea, MI. A delivery charge of \$50.00 will be added to total price for events between 20-59 miles. A delivery charge of \$75.00 will be added for mileage between 60-99 miles. A delivery charge of a \$90.00 for 100-125 miles & a calculated charge of a \$1.00 a mile for 126 miles or more.

### Permits

It is the renter's responsibility to secure any additional permits for the train to be driven in parks, roads, or parking lots. If permits are not secured and we are told on the day of the event that we are not allowed to run the train, full payment will be charged even though services were not rendered.

### Additional Insured

If your organization, school, church, or town require that they be listed as an “*Additional Insured*” on our liability insurance policy, please provide us with the name and address as they would like it to appear and we will send you the certificate. An additional fee of \$35 applies to this service.

### Safety

For your safety we do not drive on roads or sidewalks that are not barricaded. A right of way permit from the city will be required to barricade the road. The train needs a level area free from traffic to operate. The train cannot run on wood chip paths. If operating on grass, please cut your grass a day before the event and do not water the grass on the day of the event. If you have timers, please adjust to not run on the day of the event before or during the event. All sprinklers should be fully retracted to prevent damage to your system & our train. We reserve the right to drop a car if ground conditions are not suitable for the train to operate safely with all cars. Guests must obey all posted safety rules while riding and waiting to ride the train. Guests not obeying posted rules for riding the train will be asked to exit the train and not allowed to ride again. We reserve the right to cease driving the train and leave without refunding any monies in the event of extreme adverse working conditions if the renter fails to remedy the situation. Adverse conditions included but not limited to: destructive, violent, or extreme behavior of a child, adult, or pet; illegal activities; or otherwise dangerous conditions.

### Signage

Signs promoting your business name may be attached to our train with clips or push pins on our tack board made for this on the side of our train. **No signs, logos or flags promoting political agendas are permitted.**

### Cancellations

If you need to cancel this reservation for any reason, please do so at least 7 days prior to the event. Any cancellation made 48 hours before the event will not receive a refund.

If we determine the day of the event before services are rendered that the weather/ground conditions are not suitable to operate the train, Little Conductors will give you a full refund. If severe weather occurs during the event after we have started and the event needs to be canceled we charge our min. 2hr fee plus delivery fees. If the contract was set-up for additional hours and severe weather causes the event to be canceled the cost of the additional hours that were not completed will be refunded.

To receive a refund, please submit your cancellation in writing to: 18530 Bush Rd. Chelsea, MI 48118. Or email us at: info@lilconductors.com. A partial refund of \$25.00 will be issued if received within 3-6 days prior to scheduled event. We will determine date by postmark or date emailed.