

## **TERMS AND CONDITIONS FOR RENTAL OF THE FRESNOHOP TROLLEY**

1. Trolley Reservation Requests must be submitted fourteen (14) calendar days prior to the requested rental date.
2. Trips must remain within fifty (50) miles of the City of Fresno Municipal Services Center ("MSC") located at 2101 "G" Street, Fresno, CA 93706.
3. Rental Fee Terms:
  - Regular Rental Fee: \$188.00 per hour, per trolley. Holiday Rental Fee: \$208.00 per hour, per trolley (see FresnoHOP Route Schedule for defined holidays)
  - Rental fees are pro-rated and rounded to the nearest fifteen (15) minutes (e.g., a rental used for three hours and twenty (20) minutes will be billed as 3.25 hours).
  - The Rental Fee is calculated beginning at the Pick-Up Time and actual Drop-Off Time, including the minimum rental duration.
  - Standby Fee: \$77.00 per hour, per trolley for Regular Rental Fee, \$101.00 per hour, per trolley for Holiday Rental Fee. Standby is any time, rounded to the nearest fifteen (15) minutes, where the trolley is waiting (non-driving), after the two (2) hour minimum.
  - Minimum Rental Duration: Two (2) hours (\$376.00 Regular Rate, \$416.00 Holiday Rate).
  - Full payment based upon the estimated costs (see below) due seven (7) business days prior to rental. Any additional Rental Fees beyond the estimated costs (see below) will be invoiced and mailed to Renter.
4. Cleaning Fees:

Cleaning fees may be assessed in addition to the rental fee if cleaning is required after passenger departure.

  - Basic Cleaning Fee: \$87.00 flat fee, per trolley (refundable if cleaning is not required).
  - Basic Cleaning plus Bio-hazard Cleaning Fee (cleaning of bodily fluid not including blood): \$172.00 flat fee, per trolley.
  - Basic Cleaning plus Bio-hazard Cleaning Fee (cleaning of bodily fluid including blood): \$212.00 flat fee, per trolley.

Additional Cleaning Fees beyond the estimated costs (see below) will be invoiced and rendered to Renter.
5. Cancellations require advanced notice of three (3) days prior to the scheduled event. Cancellations made within three (3) days will result in a cancellation charge equivalent to two (2) hours at the Regular Rental Fee.
6. Requests for rescheduling must be made at least three (3) days prior to the scheduled event. Rescheduling will be accommodated based on availability.

7. The trolley must be operated by designated personnel coordinated by the General Services Department and the Renter cannot provide their own driver.
8. No unscheduled stops are permitted.
9. The passenger limit is thirty-two (32) passengers per trolley, not including the Trolley Operator.
10. Passengers are generally required to remain seated or stationary while the trolley is in motion. Appendages and limbs must be kept inside the trolley at all times.
11. Passengers are permitted to bring and consume food and non-alcoholic beverages on the trolley. The Renter is responsible for ensuring that all food and non-alcoholic beverages are consumed responsibly and that no items cause damage to the trolley.
12. The possession and use of alcohol, cannabis, and illegal drugs is strictly prohibited on the trolley.
13. Smoking, vaping, and using chewing tobacco is strictly prohibited on the trolley.
14. Ice chests and cargo must be secured to the interior of the trolley in designated areas only.
15. The Renter and/or passengers may decorate the interior of the trolley. Interior decorations cannot obstruct the operations of the trolley (visibility, drivability, safety, etc.) nor can they cause damage to the trolley. If the Renter and/or passengers wish to decorate the trolley, this time must be included in the rental duration. Exterior decorations are not permitted.
16. The Renter is responsible for any loss or damage incurred during the rental period, except such loss or damage which was caused by the sole negligence or willful misconduct of the City. Costs for repairs or excessive cleaning will be charged to the Renter.
17. In the event of a trolley breakdown or delay, every effort will be made to replace the trolley with another trolley.
18. Personal items, trash, and debris must be removed from the trolley at the end of the rental period. Failure to do so may result in a cleaning fee.
19. The Trolley Operator may not be able to drive in some locations due to road conditions, restrictions, or other access issues. In the event that the route or destination is inaccessible, the Trolley Operator will make a reasonable effort to adjust the route or find an alternative location. The Renter will be notified of any changes and may need to adjust the pick-up or drop-off location. The General Services Department is not liable for any delays or additional costs incurred due to road conditions or access issues.
20. Passengers may not engage with the Trolley Operator in any manner that would distract or interrupt the Trolley Operator while the trolley is in motion.
21. Passengers must comply with all instructions given by the Trolley Operator to ensure safety during the rental period.
22. The General Services Department reserves the right to terminate the rental without refund if the Renter or the passengers engage in behavior that is illegal, unsafe, or in violation of these terms.

**PERSONAL INFORMATION (responsible party)**

First Name: \_\_\_\_\_ Last Name: \_\_\_\_\_

Cell #: \_\_\_\_\_ Email Address: \_\_\_\_\_

\*Contact Person: \_\_\_\_\_ Cell #: \_\_\_\_\_

\*Back-up Contact Person: \_\_\_\_\_ Cell #: \_\_\_\_\_

\*If you are not the contact person for the day of the event, please list someone the Trolley Operator can reach.

**EVENT INFORMATION**

Event Date: \_\_\_\_\_ Passengers (Max 32 per Trolley): \_\_\_\_\_

Type of event: \_\_\_\_\_ Number of Trolleys: \_\_\_\_\_

(Maximum of three (3) trolleys)

Trip Starting Address: \_\_\_\_\_ City: \_\_\_\_\_

Trip Ending Address: \_\_\_\_\_ City: \_\_\_\_\_

Pick Up Time: \_\_\_\_\_ Ending Time: \_\_\_\_\_

**ITINERARY** (Enter itinerary locations and estimated arrival times)

1. \_\_\_\_\_ 4. \_\_\_\_\_

2. \_\_\_\_\_ 5. \_\_\_\_\_

3. \_\_\_\_\_ 6. \_\_\_\_\_

\*Attach additional sheet(s) as necessary

**OTHER INFORMATION**

Provide other information about the rental request such as any special requests, route instructions, private property details, etc.:

## ESTIMATED COSTS

OFFICE USE ONLY					
(Final cost may vary due to deviations to the itinerary, cleaning fees, or damages, etc.)					
Base Rate:	[ ]	[ ]	(Regular Rate)	X	[ ]
		[ ]	(Holiday Rate)		# of Trolleys
Standby Time:		[ ]	(Regular Rate)	X	[ ]
		[ ]	(Holiday Rate)		# of Trolleys
Rental Duration:		[ ]	/hr. Beyond 2hr min. (Regular Rate)	X	[ ]
		[ ]	/hr. Beyond 2hr min. (Holiday Rate)		# of Trolleys
Basic Cleaning:	[ ]	[ ]	Base Cleaning Fee (per trolley)	X	[ ]
					# of Trolleys
Total Estimated Cost					

## TRIP CHARGE – START & END TIMES

Trips beginning and ending within the Fresno City limits (or county islands) are calculated from the Pick-Up Time and actual Drop-Off Time, including the minimum rental duration. One-way trips beginning within the City of Fresno city limits (or county islands) and ending where the final destination is outside of the City of Fresno city limits are calculated from the Pick-Up Time and actual return time to the City of Fresno Municipal Service Center. One-way trips beginning outside the City of Fresno city limits and ending within the City of Fresno city limits (or county islands) are calculated from the Municipal Service Center to the actual Drop-Off Time.

## DEPOSIT AND PAYMENT

Once the request is submitted and approved, the responsible party will be contacted to secure the deposit. The deposit amount is required within three (3) business days of the requested approval and full payment must be secured seven (7) business days prior to the event. Reservations that have not met the deposit requirement or have not made full payment will be canceled. Any additional Rental Fees beyond the estimated costs indicated above will be invoiced and mailed to Renter and will be due upon receipt.

Base Rate:	[ ]	[ ] \$376.00 (Regular Rate, per trolley)	X	[ ]
		[ ] \$416.00 (Holiday Rate, per trolley)		# of Trolleys
Basic Cleaning Fee:	[ ]	\$87.00 Basic Cleaning Fee, per trolley	X	[ ]
				# of Trolleys
Total Deposit:				

All payments can be made by mail or in person:

Make checks payable to “City of Fresno”

General Service Department  
Trolley Division  
2101 G Street Building “F”  
Fresno, CA 93706

## **CANCELLATION**

A minimum of three (3) days prior notice to cancel the reservation is required to receive a full refund of the deposit. Cancellation made after the specified time will result in forfeiture of the deposit. If full payment has been made, the payment will be refunded minus the deposit amount.

## **EVALUATION FOR DRIVABILITY AND ACCESSIBILITY BY THE TROLLEY**

The Renter may request for the General Services Department to conduct an evaluation of the route and/or private property to evaluate accessibility and drivability by the trolley prior to entering into a rental agreement.

If an evaluation is requested, the General Services Department will make reasonable efforts to assess drivability and access to the route and/or private property but cannot guarantee the ability to reach the location due to road conditions or other factors.

The General Services Department reserves the right to deny the rental request if the route or private property is deemed inaccessible or undriveable due to conditions such as poor road quality, obstructions, or other factors. In such cases, the General Services Department may recommend alternative routes or pick-up/drop-off locations.

I request an evaluation for accessibility and drivability of the following (check all that apply):

☐ Route

☐ Private Property

I do not request an evaluation for accessibility and drivability by the trolley: Initials: \_\_\_\_\_

## **INDEMNIFICATION AND HOLD HARMLESS**

In consideration for the rental of a trolley, and to the furthest extent allowed by law, Renter does hereby agree to indemnify, hold harmless and defend the City of Fresno (hereinafter referred to as "City") and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Renter or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation expenses, and any costs or fees to enforce this agreement), arising or alleged to have arisen directly or indirectly out of the trolley rental. Renter's obligations under the preceding sentence shall apply regardless of whether City or any of its officers, officials, employees, agents or volunteers are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the active negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Renter shall conduct all defense at his/her/its sole cost. The fact that insurance is obtained by Permittee shall not be deemed to release or diminish the liability of Renter, including, without limitation, liability assumed under this Agreement. The duty to indemnify shall apply to all claims regardless of whether any insurance policies are applicable. The duty to defend hereunder is wholly independent of and separate from the duty to indemnify and such duty to defend exists regardless of any ultimate liability of Renter. The policy limits do not act as a limitation upon the amount of defense and/or indemnification to be provided by Renter. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Renter, its officials, officers, employees, agents, volunteers or invitees.

City shall be reimbursed for all costs and attorney's fees incurred by City in enforcing this Agreement. This Indemnification and Hold Harmless Agreement shall survive the expiration or termination of the rental duration.

## AGREEMENT

The undersigned acknowledges that he/she (i) has read and fully understands the content of the Indemnification and Hold Harmless Agreement and the Terms and Conditions for renting the FresnoHOP trolley; (ii) is aware that this is a contract between the City and Renter; (iii) has had the opportunity to consult with his/her attorney, in his/her discretion; (iv) is fully aware of the legal consequences of signing this document; (v) is aware that failure to comply with the Terms and Conditions may result in one or more of the following: Repair costs for damages to the vehicle, its contents and/or surrounding areas; forfeiture of deposit; additional charges for cleaning; denial of future use of any City of Fresno vehicles and (vi) is the Renter or his/her/its authorized signatory.

Responsible Party: \_\_\_\_\_  
Print First Name
Print Last Name

Responsible Party: \_\_\_\_\_ Date: \_\_\_\_\_  
Signature

Responsible Party Address: \_\_\_\_\_

Responsible Party City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Responsible Party Phone: \_\_\_\_\_

**FOR OFFICE USE ONLY:**

[ ] Rental Request Approved

[ ] Rental Request Denied

**Comments:**

**General Services Department Director or Designee:**

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_