

RESTLESS WINDS CARRIAGE SERVICE

Centre Hall, PA

(814) 364-9916

<http://www.RWFcarriage.com>

E-mail: Restlesswindsfarm@gmail.com

Reservation and Contract Sheet

This Contract for Services is made effective as of _____, by and between Frank and Jennifer Zajackowski of **Restless Winds Carriage Service** of 229 Tusseyville Road, Centre Hall, PA 16828, and _____ . In this Contract, the party who is contracting to receive services will be referred to as "the Participants," and the party who will be providing the services will be referred to as "**Restless Winds Carriage Service**."

1. DESCRIPTION OF SERVICES.

Beginning on _____, Boarding Time: _____, **Restless Winds** Carriage Service will provide to the Participants the following services (collectively, the "Services"):

Type of Event: Please check one:

Wedding Anniversary Parade Promotion Party Romantic Date

If wedding, Bride's name: _____ Groom's Name: _____

Boarding Location/Address: _____

Flowers / decorations: You, the customer may furnish your own silk or fresh flowers provided they are delivered to the carriage decorator at least 1 ½ hours before the event is to start. Will you provide your own?

Contact Person on Day of Event:

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ E-mail _____

Responsible person for Payment

Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

Phone: _____ E-mail _____

Directions/instructions for event: If more space is needed, use additional pages.

Please initial to the left of each bullet indicating you have read and agree.

- ____ **Restless Winds Carriage Service** will perform a site visit before finalizing this contract. Horses will not be required to pull grades exceeding 4%. Alternate routes will be used to insure a safe trip for both passengers and horses. If no alternate route is available, all fees will be refunded. **Restless Winds Carriage Service** has 10 days to inspect the site/route and return the signed contract to the service recipient for finalization.
- ____ This contract may be cancelled due to unforeseen events including but not limited to loss of shoe on a horse, horse's health, faulty equipment, etc. If **Restless Winds Carriage Service** cancels, all fees are fully refundable within 10 working days of event. If the service has been started and must halt for reasons beyond our control, **Restless Winds Carriage Service** reserves the right to prorate the service fee.
- ____ **Restless Winds Carriage Service** reserves the right to provide the most appropriate horse for your event. We will make every attempt to accommodate your choice of horses, but we cannot guarantee a particular horse.
- ____ Changes to time/location, must be made at least 24 hours in advance to accommodate the schedule change. Due to scheduling, it may not be possible to adjust your scheduled time. Please be prompt as your reservation starts at the contract stated time. Overtime will be \$100 per additional hour (billed at 15 minute increments). Reservations exceeding 2 hours will include a 15 minute break for the horse to rest and drink per hour.
- ____ Certain weather conditions (primarily heavy rain) can be dangerous to the passengers, carriage staff, and horses. Light rain usually does not require cancellation since the white Vis-a-Vis wedding carriage has a top that can be put up to help protect the passengers (passengers may still get wet since the sides are not enclosed). We also provide blankets for warmth. The driver will determine if it is safe to proceed/start with the carriage service in the event of inclement weather.
 - Carriage service must be cancelled by the client two hours or more before the event is scheduled to begin to ensure there will be no charge for the carriage. **Restless Winds Carriage Service** will work with you to the best of our ability to reschedule your event. If a mutually agreeable date cannot be reached, all fees will be refunded, except the \$100 deposit.
 - If carriage service is cancelled less than two hours before the event is scheduled to begin, there will be a \$100 charge (covered by the initial deposit) to cover travel expenses. If the event is rescheduled, a new deposit of \$100 will be required.
 - If carriage service is cancelled by the carriage staff during the event, but prior to completion, there will be a prorated charge per hour of service. Please note the \$100 deposit covers our transportation fee so is not considered in the prorated charge. If the contract covers multiple dates, time will be added proportionally to the remaining days to make up for lost time instead of prorating the charge for the day. (The prorated charge is calculated by subtracting the deposit from the total charge and dividing by the contracted number of hours of service then multiplied by the actual hours of service rounded up to the nearest 15 minutes).
 - The service is considered rendered once the horse is hooked to the carriage. Carriage service shortened by the passengers or renter will not be considered a canceled booking. Full payment will be required.
- ____ Our horses have iron shoes on their hoofs to protect them and to reduce the chance they will slip on smooth surfaces. These shoes may scratch streets and other surfaces but are essential to ensure the safety of our passengers and the horses.
- ____ **Restless Winds Carriage Service** appreciates your business. We promise to work with our customers to make their occasion extra special. Please give us a call to work out any issues or concerns as well as questions.

2. PAYMENT FOR SERVICES. In exchange for the Services the Participants will pay **Restless Winds Carriage Service** according to the following schedule:

Price: \$ _____ Deposit: \$100.00 Final Payment Due by: _____

Please initial to the left of each bullet indicating you have read and agree.

- ____ A deposit of \$100.00 is required along with this signed contract to book your special event (**please make checks payable to Restless Winds**). This deposit is non-refundable.
- ____ Balance is due 14 days before event if paying by check (please make checks payable to Restless Winds). Payments made on the same day as the event must be made in cash. **Full payment must be received before the ride begins.**
- ____ There will be a \$50 fee for returned checks.
- ____ Tips for Driver and/or Driver's Helper should be given directly to them. They are not included in the price of the event, but are greatly appreciated.

3. **TERM.** This Contract will terminate automatically after the ride is complete on _____.

4. **CONFIDENTIALITY.** Restless Winds Carriage Service, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Restless Winds Carriage Service, or divulge, disclose, or communicate in any manner, any information that is proprietary to the Participants. Restless Winds Carriage Service and its employees, agents, and representatives will protect such information and treat it as strictly confidential. The Participants authorize Restless Winds Carriage Service to right to use photographs taken by its employees, agents, and representatives for the purpose of advertising and marketing. This provision will continue to be effective after the termination of this Contract.

5. **WARRANTY.** Restless Winds Carriage Service shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Restless Winds Carriage Service's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Restless Winds Carriage Service on similar projects.

6. **REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 3 days (but not later than the service date and boarding time) from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

7. **ENTIRE AGREEMENT.** This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

8. **SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

9. **AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

10. **GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Pennsylvania.

11. **NOTICE.** Any major change, addition, or deletion notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing. As a courtesy, communication by electronic mail (e-mail) may be used to expedite communication, but must be made official as outlined in the paragraph.

12. ASSIGNMENT. Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

Service Provider:
Frank and Jennifer Zajaczkowski of Restless Winds Carriage Service

By: _____ Date: _____
Frank and Jennifer Zajaczkowski
Owner

I have read the above contract fully and agree to all the above and understand all the terms of the contract.

Signature of Participant or Authorized Person

By: _____

Printed Name: _____

Address: _____

City: _____ State: _____ ZIP: _____

E-mail: _____

Phone number (incl. area code): _____

Date: _____

RESTLESS WINDS CARRIAGE SERVICE

Centre Hall, PA

(814) 364-9916

<http://www.RWFcarriage.com>

E-mail: Restlesswindsfarm@gmail.com