

## Livermore Wine Trolley Terms of Service Agreement

**PLEASE READ THE FOLLOWING TERMS OF SERVICE AGREEMENT CAREFULLY BY ACCESSING OR USING OUR SITES AND OUR SERVICES, YOU HEREBY AGREE TO BE BOUND BY THE TERMS.**

1. Payment for ticket is required in full at time of reservation.
2. Payment adjustments will not be made after a ticket has been purchased.
3. Reservations must be made in advance. Reservations are taken on a first-come, first-served basis.
4. All sales are final. Tickets are non-refundable but transferable. If a guest cannot make the Tour, it is their responsibility to offer their ticket to someone else and notify LWT of a name change. Changes to lunches may or may not be able to be accommodated.
5. All promotional certificates expire at end of promotion and donation certificates expire by date on the certificate. Tour/Shuttle must occur before expiration.
6. Tour Price does not include driver gratuity. Cash/Venmo Tips are welcomed. Recommended 18%.
7. Tour/Shuttle guests must be 21 years and older. Each Tour/Shuttle guest must present a valid driver's license or government-issued ID the day of the Tour/Shuttle.
8. Tours depart promptly at start time. Guests who arrive late are responsible for meeting up with Trolley at their own expense.
9. Only those registered as passengers and paid in full in advance via credit card are allowed transportation in the Trolley.
10. The drinking of alcohol on the Trolley is prohibited. No alcohol purchased at the Wineries may be consumed in the Trolley. Outside alcohol is prohibited.
11. The use of personal glass beverage containers during our Tours or Shuttles is prohibited for safety reasons. *(The use of outside glassware by guests, during the actual wine tasting, is at the discretion of each winery.)*
12. No eating or drinking is allowed on the Trolley during public tours.
13. No smoking of any kind is allowed in the Trolley.
14. Daily Tour destinations and lunch options are tentative and are subject to change based upon availability.
15. Livermore Wine Trolley reserves the right to cancel or reschedule a Tour based on circumstances deemed necessary by management.
16. Livermore Wine Trolley reserves the right to make any change necessary to the route, the order of the Tour/Shuttle and Trolleys scheduled for the Tour. Note that scheduled pick up and drop off times may vary unavoidably depending upon road conditions or traffic.
17. All guests must enter and exit the Trolley from the curbside stairs only when told by the driver that it is safe to do so and only when the Trolley is fully stopped.
18. No guest will stand on the Trolley nor be on the steps when the vehicle is in motion.
19. All guests must keep head, arms, and legs safely within the Trolley at all times, including when vehicle is in motion and all guests are required to remain seated as the vehicle is not equipped with seat belts.
20. Absolutely nothing is to be thrown from the Trolley while in motion or when stopped.
21. All guests shall defend, indemnify, and hold harmless the Livermore Wine Trolley from and against any and all liability, loss, expense (including, without limitation, all costs, and attorneys' fees), or claims for injury arising out of or in any way connected with the Tour/Shuttle, including claims for loss or damage to any property, or for death or injury to any person or persons.
22. We reserve the right to terminate any person's alcohol service without warning.
23. Livermore Wine Trolley driver/representative and each individual winery reserve the right to refuse service to any passenger for any type of misconduct or inebriation either in the Trolley, in a public place, or on private

property while on a Wine Tour/Wine Shuttle. In the event that a passenger(s) is refused service in the middle of the Tour/Wine Shuttle, a separate vehicle will be sent to return the passenger(s) to their pick-up location at the passenger's expense, which will be automatically charged to the ticket purchaser's credit card on file.

24. It is the responsibility of the guests to clean up after themselves. Guests must not throw garbage of any kind including food, gum, cups, bottles, corks, bottle caps or wrappers on the floor of the Trolley or out any windows.

25. Any unusual spill, soiling or damage to the Trolley caused by the passenger will result in a \$300 clean-up fee being charged directly to the ticket purchaser's credit card on file. Any vomit will result in a \$500 clean-up fee.

26. The Representative or Driver on Trolley has the permission and right to inspect all packages accordingly.

27. Passengers may not play music or in any way disturb the other passengers on the Wine Tour/Wine Shuttle.

28. Guests must contact the Livermore Wine Trolley directly for reservations needing wheelchair access or personal requests requiring special arrangements, as availability may be limited.

29. For health/safety reasons, Livermore Wine Trolley has a No-Pets Policy. Only service animals are permitted. The Livermore Wine Trolley complies with the Americans with Disabilities Act (ADA) allowing access for all individuals to public places; therefore, we allow working service dogs to accompany guests. If a passenger will be accompanied by a service animal on the Wine Tour/Shuttle, they are responsible for alerting the Livermore Wine Trolley and Tour/Shuttle wineries in advance.

30. Livermore Wine Trolley is not responsible for any items that are left, stolen, lost or damaged on Trolley during and after the conclusion of Tour/Shuttle Service.

31. By purchasing a ticket and participating in the Wine Tour/Wine Shuttle, guests grant the Livermore Wine Trolley permission to use their likeness in a photograph, video, or other digital media ("photo") in any and all of its publications, including web-based publications, without payment or other financial consideration.

32. The Livermore Wine Trolley takes extra precautions for Wine Tours and Private Charters. Vehicles are disinfected before each outing. Hand sanitizer will be available. Windows may be opened to provide fresh, circulated air. If a guest is feeling ill or has been exposed to Covid or another illness, the guest will be able to transfer their ticket to someone else, however no refund will be issued.

33. Livermore Wine Trolley is committed to maintaining your trust and we want you to understand when and with whom your information may be shared. Your image while on a Tour, may be shared with social media, advertising networks, corporate affiliates, approved vendors, and partner wineries. Your contact information will be added to our list for newsletter subscriptions to provide you with information about events, services and products that might interest you. If you would like to opt-out, contact the Livermore Wine Trolley directly:

[contact@livermorewinetrolley.com](mailto:contact@livermorewinetrolley.com)

**(Revised 2/15/23)**