



Limousine Service Contract

This Limousine Service Contract is made effective as of _____, by and between

Client Name: _____

Address: _____

Date of Event: _____

Phone Number: _____

Limo Selected: _____

of Passengers: _____

of Hours: _____

Start time: _____

End time: _____

and

Big D's Limos
491 Grant Avenue
Auburn, New York 13021

From HEREON out, _____ will be referred to as "**CLIENT.**"
DESCRIPTION OF SERVICES. Beginning on _____, Big D's
Limos will provide to "**CLIENT.**" the following services (collectively, the "Services"):
Transportation services for the following events: - Weddings - Wine Tours - Proms -
Nights Out - Sporting Events - Casino Trips - NYC Trips - Airport Shuttle Service -

Initial

Corporate Services - Ski Trips - Bar Crawls – any Transportation Services in General.
VEHICLE INSPECTION PROCEDURES

Big D's Limos encourages "CLIENT" to inspect the limousine prior to the departure. Any prior damage shall be noted and recorded by the "CLIENT." The Limousine shall be re-inspected upon conclusion of the rental, by the Big D's Limos and "CLIENT." If any new damage is found in the Limousine the "CLIENT" will be charged by credit immediately. Furthermore, "CLIENT's" credit card will be immediately charged for all repairs and any unusual cleaning that was caused by "CLIENT" or anyone in with "CLIENT."

PERFORMANCE STANDARDS:

Big D's Limos shall reach the pick-up location on time as required by the "CLIENT." Any delay by Big D's Limos in reaching the pick up location should be communicated to the "CLIENT." Big D's Limos shall compensate the "CLIENT." for the delay and inconvenience caused due to the delay. (Typical compensation for arriving late is getting a free hour of service added to the back end of the rental.) "CLIENT" must have (1) one pick-up location and (1) one drop-off location. Multiple pick-up or drop-off locations must be approved by Big D's Limos and may be subject to fees.

PAYMENT. (ALL DEPOSITS ARE NON-REFUNDABLE)

Payment shall be made to Big D's Limos, 491 Grant Ave, Auburn, New York 13021.
"CLIENT" agrees to pay Big D's Limos as follows:

TOTAL AMOUNT : \$ _____
30% DEPOSIT: \$ _____
BALANCE DUE: \$ _____
BALANCE DUE DATE:

Money Order I Credit Card -MC or VISA (please circle one)
Credit Card Number: _____ Exp.Date: _____ Sec.Code: _____

NAME ON CARD: _____
BILLING ADDRESS: _____

MANDATORY GRATUITY:

"CLIENT" agrees to pay a minimum of 15% of the Contract Total: \$ _____ in gratuity to driver upon completion of trip. Payment must be made in cash, no other payment forms are acceptable. Failure to provide gratuity to the driver will be considered breach of this Contract, and will result in a 15% charge to "CLIENT's" credit that is on file.

PAYMENT TERMS:

This reservation will take effect once Big D's Limos has received the deposit. The balance will be due 30 days prior to service date unless other payment terms are outlined in a written agreement. In addition to any other right or remedy provided by law, if "CLIENT" fails to pay for the Services when due, Big D's Limos has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or charge "CLIENT's" credit that is on file.

ADDITIONAL FEES AND CHARGES:

"CLIENT" understands that the contract amount does not include additional costs that may be charged due to damage or misuse of any Limousine, Bus, or Trolley. Additional fees and charges can be charged for any of the following including but not limited to: broken glassware; lost or stolen property in the limousine; extensive cleanup due to spills, sickness or other accidents; detailing and waxing of exterior due to sickness; shampooing, detailing or disinfecting of interior due to sickness, spills or other accidents; rips, burns or tears to upholstery; vandalism; or downtime.

CLEANING FEE:

"CLIENT" agrees to be charged an additional \$200.00 for extensive cleaning of any limousine, bus, or Trolley. Extensive clutter and garbage will be grounds for charge. Also, vomit and urine found in any vehicle will automatically result in the charge regardless of circumstances.

ADDITIONAL TIME:

Big D's Limos will bill "CLIENT" \$150.00 for every additional hour of service beyond what is agreed upon in this contract. No cash transactions are authorized with drivers and GPS tracking will monitor the entire itinerary of the trip. Should a rental exceed the agreed block of time, the appropriate fees will be billed to "CLIENT" credit card on file. Should Big D's be unable to bill this fee on the credit card, "CLIENT" has 5 business days from date of event to make payment to Big D's Limos. Should "CLIENT" fail to pay balance, Big D's Limos will turn "CLIENT" into a collection agency to recuperate the balance.

SMOKING, ALCOHOL, AND DRUGS:**UNDERAGE DRINKING:**

Big D's Limos will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages be consumed or use by any person under the legal drinking age. Big D's Limos reserves the right to search "CLIENT" and any passengers self or personal property that is being transported on Big D's Limos vehicles. Should "CLIENT" or any other underage passenger get caught with possession of alcoholic beverages or consuming alcoholic beverages it will result in Big D's Limos notifying local

authorities and **IMMEDIATE TERMINATION OF LIMOUSINE RENTAL WITH NO REFUND TO "CLIENT" AND ANY OTHER PASSENGER.**

NO SMOKING POLICY:

"CLIENT" agrees to not smoke tobacco or any other products inside of any limousine, bus, or trolley at any time during their rental. **"CLIENT"** is responsible for the actions of any passenger during their limousine rental. Failure to comply with Big D's Limos no smoking policy will result **IMMEDIATE TERMINATION OF LIMOUSINE RENTAL WITH NO REFUND TO "CLIENT" AND ANY OTHER PASSENGER. FURTHERMORE "CLIENT" AGREES TO A CHARGE IN THE AMOUNT OF \$250.00 TO COMPENSATE BIG D'S LIMOS FOR SMOKE DAMAGES.**

ILLEGAL DRUGS POLICY:

Big D's Limos will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no illegal drugs will be brought on to any limousine, bus, or trolley. Big D's Limos reserves the right to search "Client" and any passengers self or personal property that is being transported on Big D's Limos limousines, buses, or Trolleys. Should "CLIENT" or passengers get caught in possession of illegal drugs it will result in Big D's Limos notifying local authorities and **IMMEDIATE TERMINATION OF LIMOUSINE RENTAL WITH NO REFUND TO "CLIENT" AND ANY OTHER PASSENGER.**

CLIENT SAFETY:

"CLIENT" or any passenger in the limousine under this contract shall remain seated inside of the passenger vehicle at all times while the vehicle is in motion. **"CLIENT"** and passengers shall not stand or hang out of the sunroof or windows at any time while the vehicle is in motion. If **"CLIENT"** or any passenger needs to move while the vehicle is in motion, **"CLIENT"** shall notify the Big D's Limos driver and wait until the vehicle comes to a complete stop before leaving their seats. **"CLIENT"** is responsible for the behavior, actions and damages caused by any guests or individuals he or she permits to join in using the limousine service. Any damage to Big D's Limos property will result in a charge to the **"CLIENT"** to repair such damages. Failure of **"CLIENT"** to follow the safety rules will result in Big D's Limos notifying local authorities and **IMMEDIATE TERMINATION OF LIMOUSINE RENTAL WITH NO REFUND TO "CLIENT" AND ANY OTHER PASSENGER.**

TERM:

This Contract will remain in place until a physical inspection of the rental vehicle and is conducted by Big D's Limos. Also, this contract is binding should any legal issues arise due to any incidents that took place during the rental period.

PROVIDER SAFETY:

Big D's Limos is responsible to ensure every driver maintains the proper New York State DMV 19-A Certification and New York State Department of Transportation Certification. Furthermore, Big D's Limos mandates that a pre-trip inspection of every vehicle is required to be completed prior to departure and any unsafe vehicle shall be identified by following the proper New York State Department of Transportation pre-trip inspection procedures.

PERMITS:

Big D's Limos shall maintain all permits, licenses, insurance certificates, authorities, or approvals required to comply with all laws in the performance of this contract. Big D's Limos shall provide "CLIENT" with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

CONFIDENTIALITY:

Big D's Limos, 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 Big D's Limos, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal or compromising to "CLIENT." Big D's Limos and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

WARRANTY:

Big D's Limos 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 Big D's Limos community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Big D's Limos on similar projects.

DEFAULT:

The occurrence of any of the following shall constitute a material default under this Contract:

- The failure to make a required payment when due
- The insolvency or bankruptcy of either party
- The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency
- The failure to make available or deliver the Services in the time and manner provided for in this Contract.

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 1 days 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.

FORCE MAJEURE:

If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ENTIRE CONTRACT:

This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

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.

AMENDMENT:

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

GOVERNING LAW:

This Contract shall be construed in accordance with the laws of the State of New York.

NOTICE:

Any 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.

WAIVER OF CONTRACTUAL RIGHT:

The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

CLIENT NAME: (PRINTED)

CLIENT SIGNATURE:

DATE:

SERVICE PROVIDER:
BIG D'S LIMOS

SIGNATURE: