



Richard's Limousine Service
813 Elmore Street
Morrisville VT
(802) 888-3176
toll-free 1-800-698-9176

GENERAL TERMS AND CONDITIONS

Definitions: *Transportation Services* means the transportation pursuant to the Itinerary and related services, as requested and contracted for by the **Chartering Party** under the **Service Contract**. **Chartering Party** means the customer requesting and contracting for transportation and related services. A **Passenger** is an individual transported by **Richard's Limousine Service, LTD** under the **Service Contract**. **Date of Service** means the first date of service or movement in the Itinerary. The **Service Contract** means the legal agreement between the **Chartering Party** and **Service Provider** with respect to the **Transportation Services** to be provided by **Richard's Limousine Service, LTD**, including these Terms and Conditions, the cost and other financial terms and all other relevant information such as the number of Passengers, Date of Service, as referenced by the **Service Order** number and the specific itinerary for the movement. **Equipment** means the vehicle(s) to be used to carry out the Service Order.

1. PAYMENT:

(a.) Full payment for the Transportation Services is due and payable on the Earlier of thirty (30) days in advance of the Date of Service or at time of Booking, unless a date is otherwise provided in the Service Contract. The Service Contract may also require a non-refundable deposit as set forth in the Service Order Proposal.

(b.) Cash Payment may be made by check, money order or wire transfer. Payment by check must be received no later than ten (10) business days prior To travel. Non cash payments may be made by credit card, debit card or other Means deemed acceptable by Richard's Limousine Service, LTD. When making payment please indicate the Date of Service and your Service Order Proposal Number to insure proper credit.

2. CANCELLATION: The Chartering Party must notify Richard's Limousine Service, LTD of Cancellation via fax or email. **There is no cancellation fee if the cancellation is Made at least thirty-one (31) days prior to the Date of Service.** Cancellations Are subject to a cancellation fee calculated as a percentage of the total cost of Transportation Services under the Service Contract based on the number of Days prior to the Date of Service that Richard's Limousine Service, LTD receives notification thereof:

15 to 30 days 30% cancellation fee
14 to 8 days 50% cancellation fee
7 to 0 days 100% cancellation fee

Please note that a change in date of motor coach service is a cancellation.

3. ADDITIONAL CHARGES: When, at the request of the Chartering Party, Any change in Itinerary or other element of Transportation Services is made such as an increase in miles or hours to that specified in the Service Contract), an additional charge shall be made for such additional Services. Where the Chartering Party requests the right to consume alcohol during the Transportation Services, **an additional alcohol deposit will be required.** Alcohol and other security deposits may vary. **The Chartering Party will also be responsible for payment of all tolls, highway fees, and parking fees and other similar out-of-pocket expenses incurred in connection with the Transportation Services.** These costs and expenses will be billed as separate and additional Elements under the Service Contract. Richard's Limousine Service, LTD will generally attempt to Include the full amount of any additional charges that may reasonably be expected to be incurred and incorporate such amounts into the Service Contract; provided, however, that the failure to list any such fees or expenses shall not affect the Chartering Party's sole responsibility there for.

4. FLIGHT AND LUGGAGE DELAY POLICY: 1st ½ hour free after that \$25.00 per hour for Sedans and Vans. \$35.00 per hour for all buses.

5. GRATUITIES: No gratuities are normally included, the transportation industry recommends 15%-20%.

6. PRICES SUBJECT TO CHANGE: All prices quoted in the contract are Subject to change under the circumstances described (a.) If the price of diesel fuel increases by more than ten percent (10%) between the date of the Contract and the date of the charter, The Service Provider may charge a fuel Surcharge; (b.) If there is a change in the federal, state or local laws or Regulations or market conditions between the date of the contract and the date of the charter service that (i.) Require material modifications be made to the Motor coach chartered equipment under the contract prior to the date of the Charter service order; (ii.) Cause The Service Provider to incur material additional or Increased expenses in providing the charter services; (c) If, due to market Conditions or order discrepancies, the estimated cost of the trip order is higher Than the initial estimate.

7. EXTENDED TRIPS: If, whether or not previously anticipated, the Transportation Services extend over 24 hours, or any shorter period requiring The driver to take a mandated rest period (See Driver Hours), the Chartering Party is responsible for reserving and paying for reasonable overnight Accommodations for each driver. A detailed itinerary for over the road trips is Required for at least two (2) weeks prior to the departure date of service and The final itinerary must be received at least one (1) week prior to the Date of Service. Itineraries are subject to review by Richard's Limousine Service, LTD personnel. Prices are subject to change based on changes made to the itinerary in the signed contract.

8. DRIVER HOURS: Federal Department of Transportation safety Regulations **prohibit** drivers from being on duty more than fifteen (15) hours Per day and from driving more than ten (10) hours per day (including a thirty (30) Minute pre- and post-trip vehicle inspection). Upon reaching these service Limits, the driver must be given at least eight (8) consecutive hours off before resuming duties. These regulations are subject to government suspension Under certain extraordinary circumstances.

9. **ARRIVAL TIME:** The time of arrival at starting point, stop-over point, destination or return to point of origin cannot be guaranteed. Travel routes will be established by Richard's Limousine Service, LTD and requests for specific routes by the Chartering Party will be at the Richard's Limousine Service, LTD discretion. **Travel speed limits are prescribed by law, and Richard's Limousine Service, LTD are instructed to travel at all times at speeds compatible with safe operation.** Road, traffic and weather conditions are beyond the control of Richard's Limousine Service, LTD, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of Service Provider.

10. **DAMAGES TO BUSES:** **The Chartering Party is fully responsible for all damage to the equipment or injuries caused to Passengers or other third persons caused by any Passenger or any baggage, parcels or other property brought on board or transported on the equipment by any Passenger.** The cost of repairing damage to Equipment resulting from acts of any Passenger shall be charged to the Chartering Party and is to be paid as soon as such cost is determined.

11. **UNUSUAL CLEANING:** **If, during or after the Transportation Service, Richard's Limousine Service, LTD is required to expend a greater than normal amount of Time and materials cleaning the Equipment properly due to acts of the Passengers, Richard's Limousine Service, LTD, at its option, may require additional cost to cover such additional time and materials.**

12. **OBJECTIONABLE PERSONS:** **The Service Provider Reserves the right to refuse to transport persons under the influence of Intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.**

13. **CONDUCT OF PASSENGERS:** **Passengers shall not interfere with the Operator in the discharge of his/her duty or tamper with any apparatus or Appliance on the bus.**

14. **EQUIPMENT:**

(1) Equipment is to be inspected by the Service Provider before being assigned to the Service Contract to insure uninterrupted service. If for some reason beyond the control of Richard's Limousine Service, LTD, a mechanical failure requires the replacement of Equipment, the replacement Equipment may be of a different type, size or age.

(2) Specified Equipment type, size and age is not guaranteed and is only an estimate based on information at time of booking. The Service Provider reserves the right to substitute other Equipment sufficient to accommodate the number of passengers specified in the Service Contract and no refunds shall be given as a result of substitute Equipment... **motor coaches and most other buses manufactured for North American use do not include seat belts because the National Highway Traffic Safety Administration and other industry experts have found that installing Seat belts would not "enhance overall occupant protection."** **The Chartering Party understands and accepts this limitation.**

(3) Certain over-the-road motor coaches have video screens and player for Passenger use. Requests for video-equipped coaches must be made on the Service Order and Richard's Limousine Service, LTD will make reasonable efforts to assign Equipment with such facilities, but the Service Provider cannot guarantee the availability or operation of such video equipment. The Chartering Party is solely responsible for the provision of any and all content to be shown on any such equipment, as well as for any fees, costs or charges in connection with the display of such content. ***The following is important information from a Summary Statement prepared by the Film Security Office of the Motion Picture Association of America Inc. provided for your information:*** By law, the prerecorded video cassettes and DVDs available in stores throughout the United States are for HOME USE ONLY. The U.S. Copyright Act grants to The copyright owner the EXCLUSIVE right among others, to perform the Copyrighted work publicly, (U.S. Code Title 17, Sections 101 and 106). Even performances in semipublic places such as clubs, lodges, factories, summer Camps and schools are public performances subject to copyright control. Companies, organizations and individuals who wish to publicly exhibit copyrighted motion pictures and audiovisual works MUST secure a license to do so. Richard's Limousine Service, LTD DISCLAIM ANY AND ALL LIABILITY FOR THE SHOWING OF COPYRIGHTED VIDEOCASSETTES AND DVDs. This requirement applies EQUALLY to profit making organizations and non-profit institutions. Purchases of prerecorded videocassettes and DVDs for home use may not authorize their use during the Transportation Services. In addition, public performance of videotape recordings made from televised motion pictures may be a multiple copyright infringement.

15. **BAGGAGE AND OTHER PROPERTY TRANSPORTED:** The Service Provider does not, assume any responsibility whatsoever for the handling or maintenance of any baggage, parcels or other Property. Baggage and all other personal property will be handled only at Passengers' own risk. Passengers' baggage shall be carried subject to the Available accommodations (as determined solely by the Service Provider) Provided by interior and/or exterior racks. A fifteen percent (15%) luggage Handling charge may be applied to airport transfers.

16. **PROHIBITED ITEMS:**

(1) **Weapons of any type, including firearms, are strictly forbidden on any Equipment (whether in baggage or on the person) at any time. Transportation of explosives, fireworks and other flammable, Combustible, toxic or otherwise dangerous materials or items or pets or livestock of any kind are also strictly forbidden, even if intended to be Transported in the baggage compartment of the Equipment.**

(2) **The following items and activities are prohibited without the written consent of the Service Provider:**

(i.) **Decorations;** (ii.) **Alcoholic Beverages (a fee, per bus, may be Required if alcoholic beverages are allowed by the Service Provider);** (iii.) **Smoking;** (iv.) **Glass containers;** (v.) **Golf shoes or other shoes with spikes;** (vi.) **Generators or non medical oxygen containers. Tap (keg) beer is not allowed on any bus.**

17. **INDEMNIFICATION BY THE CHARTERING PARTY:** The Chartering Party shall indemnify and hold harmless the Service Provider, their respective affiliates, officers, directors, employees and agents from and against any claims, lawsuits, proceedings, liabilities, damages, expenses (including reasonable attorneys fees) and/or costs arising out of or related to (i) the negligence of the Chartering Party, (ii) the Chartering Party's material Breach of this Agreement or (iii) arising out of or related to an occurrence or accident involving chartered Equipment and/or the transportation of Passengers in such Equipment (including damage to the Equipment and injury to any Passenger or other third person arising from the transportation of any weapon, explosives, fireworks, oxygen or other flammable, combustible, toxic or otherwise dangerous materials or items or pets or livestock by any Passenger).

18. LIMITATION OF LIABILITY: The Service Provider, SHALL NOT BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR Richard's Limousine Service, LTD HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT NEITHER Richard's Limousine Service, LTD, SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE SINGLE BUS CHARTER FEE FOR THE DAY IN QUESTION.

19. FORCE MAJEURE: Richard's Limousine Service, LTD shall not be liable for any failure or delay in performing their obligations under the Service Contract and neither party shall be deemed in breach of its obligations There under, if such failure or delay is due to Acts of God, natural disasters, national, state or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of Richard's Limousine Service, LTD, respectively.

20. ENTIRE AGREEMENT: These Terms and Conditions, along with the Order Quotation and other documents constituting the Service Contract, constitute the entire agreement between Richard's Limousine Service, LTD and the Chartering Party and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof. If any provision of the Service Contract shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

21. GOVERNING LAW: This Agreement and its performance shall be governed by the laws of the state of Vermont, United States of America without giving effect to applicable conflict of law provisions. The Chartering Party (for itself and on behalf of the Passengers) consents and submits to the exclusive jurisdiction of the state and federal courts located in Lamoille County, The state of Vermont, United States of America, in all questions and controversies arising out of this agreement.

22. ARBITRATION: In the event a dispute shall arise between the parties to this agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for three-person arbitration in accordance with its applicable Rules of Arbitration. The arbitrator's decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrators award or fails to comply with the arbitrators award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

23. NO ASSIGNMENT: THE CHARTERING PARTY MAY NOT ASSIGN THIS AGREEMENT OR ANY OF THEIR RESPECTIVE RIGHTS, INTERESTS, DUTIES OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF Richard's Limousine Service, LTD. Richard's Limousine Service, LTD. MAY ASSIGN THIS AGREEMENT AND ANY OF ITS RIGHTS, INTERESTS, DUTIES OR OBLIGATIONS HEREUNDER WITHOUT THE PRIOR WRITTEN CONSENT OF THE CHARTERING PARTY.