

## Corporate Transportation Contract

Thank you for choosing Exclusive Limo Chicago for your corporate transportation needs.

This is a contract for Corporate Transportation Services between Exclusive Limo Chicago and \_\_\_\_\_ Client, who seeks to hire the services of Exclusive Limo Chicago. The terms of the relationship between Exclusive Limo Chicago and Client are set forth in full within this contract, and both parties acknowledge there are no agreements between them not otherwise contained herein. This contract has been read and agreed to by both parties, and the contractor terms are effective as of the date of this contract.

### Business Information

Business Legal Name: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

Telephone: \_\_\_\_\_ Fax: \_\_\_\_\_

E-mail: \_\_\_\_\_ Type of Business: \_\_\_\_\_

Contact Name: \_\_\_\_\_

Position Held: \_\_\_\_\_ Telephone: \_\_\_\_\_

### Account Payable Information

Name of Signer: \_\_\_\_\_ E-mail: \_\_\_\_\_

Title of Signer: \_\_\_\_\_ Telephone: \_\_\_\_\_

Nature of Business: \_\_\_\_\_ Number of years in Business \_\_\_\_\_

Federal Tax ID #: \_\_\_\_\_ average monthly usage: \$ \_\_\_\_\_

### Bank Information (if secured with Credit Card please complete the Credit Card Authorization form)

Bank name: \_\_\_\_\_ Account # \_\_\_\_\_

Address: \_\_\_\_\_

Payment terms not to exceed two weeks from billing Date.

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

Name : \_\_\_\_\_ ( Please Print)

Exclusive Limo Chicago  
Transportation Terms & Conditions

**I. Rescheduling & Cancellations:**

1. On all cancellations Exclusive Limo Chicago will charge a 30% (of the original contracted price) or \$150.00 (whichever is greater) NON-Refundable Deposit to the credit card used to make the reservation for all rental transfers and hourly services on any limousine(s) and/or bus(es).
2. Whenever a contracted event (transfers and hourly services) is cancelled by Client, Exclusive Limo Chicago shall keep the deposit described in section I-1. Because short notice cancellations may cause Exclusive Limo Chicago to lose other booking opportunities, additional cancellation fees shall be charged according to the following schedule: Days Prior to Event and Cancellation Fee:  
21-30 days- 50% of the original contracted price  
14-20 days - 75% of the original contracted price  
13 days- 100% of the original contracted price
3. Cancellations for all reservations made less than 7 days prior to the pick up (except for airport pick up) Exclusive Limo Chicago will charge a 100% of the original contracted price to the credit card used to make the reservation.
4. For all no shows a 100% of the original contracted price will occur to the credit card used to make the reservation.
5. Exclusive Limo Chicago requires a 31 days advance warning before the originally contracted event date in order to reschedule. Because of potential conflict with prior bookings, Exclusive Limo Chicago cannot guarantee in advance the availability of any vehicle on the tentatively rescheduled date, but will make reasonable efforts to secure a vehicle of similar quality.
6. If you have any question or problems with the driver, service or if driver is late, please call us at (773)552-5777 as soon as possible so we can solve the problem immediately. (We will not be able to issue any credit or refund if you let us know after service is complete).
7. For calls outside the United States and Canada call **312.659.1722**. If you experience difficulty locating the chauffeur, DO NOT LEAVE please call **312.659.1722**.
8. Leaving the pick-up location without notifying will result in a no-show charge.

**II. Terms & Conditions:**

1. When making a reservation with Exclusive Limo Chicago the client assumes a full financial liability for all guests on his/her rental, as well as any and all damage(s) inflicted on the rented limousine(s) and/or bus(es) during the time of rental. Customer accepts full responsibility for vehicle damage or special cleaning, and any loss of income due to negligence or carelessness caused by any member of customer's group, or customer (examples: vehicle damages caused from smoking, burns, vomiting, scratches, broken glassware, stains, wrestling in vehicles, kicking windows/mirrors, and etc.) and authorizes Exclusive Limo Chicago to charge the guaranteeing credit card for the expenses regardless and in addition to any prior understandings and agreements. As we may deem necessary, the following will apply: a fee of \$500.00 to \$1000.00 for any carpet, seat, window or any other damage of the limousine; a fee of \$150.00 to \$250.00 will be applied for sanitation (e.g. excessive litter, food, spillage, and/or vomit); a fee of \$15.00 will be applied for any broken glass.
2. Exclusive Limo Chicago agrees to provide the designated vehicle and a driver at the time, date and location specified on the contract.
3. Unless specified on the contract, request for additional hours will be provided only if the vehicle is not scheduled for other work.
4. Client may not attach or affix anything to the interior or exterior of the vehicle(s) without prior permission from Executive Limousine Service Inc. management.
5. Exclusive Limo Chicago will not be responsible for injuries that may occur due to behavior caused by any member of client's group, or client at any time.
6. Drinking alcohol under the age of 21 is illegal. Exclusive Limo Chicago will terminate the service with no refund if any under aged passengers are consuming alcoholic beverages of any kind while onboard any of our limousines and/or buses.
7. Smoking is absolutely prohibited in any of our limousines and/or buses a fee of \$ 150.00 will be charged to remove odors and we will terminate the service with no refund.
8. Drug use is prohibited by law. Exclusive Limo Chicago will terminate the service with no refund if any illegal substance is brought on board on any of our limousines and/or buses.
9. Exclusive Limo Chicago recommends that all personal valuables be removed from our limousines and/or buses when unattended at any time by the Client. Exclusive Limo Chicago or Exclusive Limo Chicago employees will not be held liable for Client's unattended, forgotten, left, lost, damaged or stolen personal valuables, nor those left in the vehicle after the rental of our limousines and/or buses at any time.

Client Signature \_\_\_\_\_

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

Client Name \_\_\_\_\_ (Please Print)

10. If the limousine and/or bus is in motion and all passengers are not seated, or are under the influence of any substance and this results in an injury Exclusive Limo Chicago will not be held responsible or liable if any passenger is injured while on board our limousines and/or buses.
11. In the event of a blatant indiscretion on the part of the client and/or any of his guests, Exclusive Limo Chicago will terminate the service without a refund.
12. Exclusive Limo Chicago does not provide child safety or booster seats. However, customers may provide and install their own child safety or booster seats.
13. Exclusive Limo Chicago is not responsible for delayed travel time due to unforeseen weather, traffic, road conditions (e.g. unplowed roads during the winter, accidents, etc.) or any other delays that are beyond our control.
14. Exclusive Limo Chicago is not liable in the event of a mechanical breakdown during service and will only be responsible for making up lost time on a mutually agreed date.
15. In the event of a mechanical breakdown, Exclusive Limo Chicago reserves the right to substitute a limousine of equal or greater value.
16. Exclusive Limo Chicago has a duty to honor all traffic and safety-related laws during a contracted event, as well as act for the protection of its property, employees and independent contractors. Accordingly, Exclusive Limo Chicago reserves the right to terminate Client's transportation early for non-compliance with the terms of this contract, dangerous and / or illegal misconduct inside the vehicle (including alcohol use by minors, blatant indiscretion on the part of the client and/or any of his guests, physical roughness between passengers, while the vehicle is in motion or at standstill).
17. Clients or passengers not following chauffeur's safety-related requests and the terms and conditions of this contract may result in an early termination of the charter or transfer without refund. These behaviors may result in immediate termination of the hourly service or transfer without refund of the full price. The decision of when the behavior of the passenger(s) has risen to the level to invoke this early termination clause shall rest entirely within the discretion of Exclusive Limo Chicago

### III. Waiting time & Additional Stops

1. For all point-to-point transfers, a 10 (ten) minute grace period is granted. However, once the grace period has elapsed, waiting time charge will apply at 10 minute increments from the original pick up/drop off time. Waiting time is charged based on vehicle size from \$15.00 up to \$50.00 for every 10 minutes.
2. For all point-to-point transfers, extra stop is charged based on vehicle size from \$15.00 up to \$50.00 for each additional stop.

### IV. Payments:

1. All deposits are NON-refundable.
2. A standard gratuity charge of 20% will be added to all services.
3. A standard Surface Transportation Charge (STC) charge will be added to all services. (STC is a surcharge based upon various overhead expense items, some of which may not relate to the specific trip. The STC is always calculated as a flat percentage of the base rate)
4. A fuel charge will be added to all services. (The Fuel Surcharge is calculated based on the Energy Information Agency's (EIA's) published national averages)
5. In the event that your rental goes over the prearranged drop-off time, the client assumes a full financial liability for the additional hours.
6. The client(s) agrees to pay the driver immediately cash or credit (a valid credit card, id, and signature required) for all damages mentioned above.
7. Full payment is due one week prior to the event if paying by credit card.
8. Personal checks are accepted as a method of payment as long as they are received at our office no later than 10(ten) days prior to the day of the service.
9. I acknowledge and agree, that in the event my (our) credit card is declined or expires, I (we) will be responsible for payment. If other charges (listed under terms & conditions, waiting time, stops and additional hours) may arise after the agreement date the same credit card used to make the reservation or the credit card listed on this page will be charged.

Client Signature \_\_\_\_\_

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

Client Name \_\_\_\_\_ (Please Print)

**V. Contract Procedure & Interpretation**

1. Making a reservation with Exclusive Limo Chicago the client(s), agrees to indemnify and hold harmless Exclusive Limo Chicago its owners, employees, advisers, consultants and agents against any and all liability, losses or damages or any expenses whatsoever to Exclusive Limo Chicago as a result of any claims, demands, damages, costs or judgments against Exclusive Limo Chicago that may arise.
2. In the event that Exclusive Limo Chicago is required to file a legal action (subject to the arbitration and small claims provisions below) to collect fees due from Client under this contract, or to otherwise enforce this contract, then Exclusive Limo Chicago shall be entitled to recover all cost and expenses by Exclusive Limo Chicago in relation to such legal action in which Exclusive Limo Chicago prevails, including an award of reasonable attorney's fees.
3. Any dispute arising out of or relating to this contract, including the breach, termination, or validity thereof, which Executive Limousine Service Inc. alleges to be worth more than \$ ten thousand shall be finally resolved by binding arbitration in accordance with the Commercial Arbitration Rules of ADR Systems of America, LLC. The arbitration shall be governed by the Illinois Uniform Arbitration Act, found at 710 ILCS 5/1-5/23 and judgment upon the Award may entered by any court having jurisdiction thereof. The place of arbitration shall be Chicago, Illinois. Claims which Exclusive Limo Chicago alleges to be less than \$10,000.00 shall be resolve in Small Claims Court in Cook County, Illinois.
4. This contract shall be construed under the laws of the State of Illinois, and if any part of this contract shall be found invalid by a court for any reason, it shall not affect the validity of the remaining clauses, which shall remain in effect.
5. Please note that upon making a reservation with Exclusive Limo Chicago you agree that you have read, understood, and accepted all our rental terms and condition listed above!

Client Signature \_\_\_\_\_

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

Client Name \_\_\_\_\_ (Please Print)