

Black Coach Limo, LLC

Terms and Conditions

1. A non-refundable \$85.00 deposit by credit card is required to secure the vehicle for service 30 days in advance. The full trip fee will be billed within 30 days after the time of booking. A minimum deposit of \$150.00 is required for all wedding, prom and other special package bookings.
2. Booking a trip is a contract and as such constitutes an agreement that the individual booking and paying assumes all responsibility for payment of billed amount, including any fees assessed as described in these Terms and Conditions (Client). Prom rentals are subject to a signed consenting contract.
3. The Client shall be held responsible for any damage inflicted on the vehicle as a result of intentional, reckless or negligent conduct of any passenger. You will be held liable for damage or extraordinary cleanup expenses caused to or incurred by the interior of the passenger compartment.

FEES ARE AS FOLLOWS:

- **Vomiting: \$300.00 per occurrence.**
- **Broken Glassware: \$25.00 per broken piece.**
- **Excessive Cleanup Charge (defined as any spills, stains, trash on the floor, bar or in beverage wells): \$75.00.**

In the event that the Client or any one of his/her guests, either by intention or act, causes damage to the vehicle or its contents (e.g., broken TV, scratches in window tint, etc.), the Client shall be responsible for compensation to Black Coach Limo for the repairs and/or cost of replacement up to the value of such repair or cost of replacement.

4. **ALCOHOL MAY BE CONSUMED PROVIDED ALL OCCUPANTS ARE 21 YEARS OF AGE OR OLDER.** The chauffeur will verify passengers' ages if alcohol is being consumed inside the vehicle. Your use of our vehicle(s) will be in accordance with all federal, state and local laws, and we may terminate the service immediately without liability if, in the sole judgment of the chauffeur, an underage drinking violation has taken place or is taking place.

5. **We do not permit smoking in our vehicles.** Failure to comply will result in a \$100.00 fine and may result in the charter being terminated without refund.

6. Black Coach Limo reserves the right to refuse to transport a person or persons under the influence of intoxicating liquor or drugs, or who is incapable of taking care of themselves, or who shows conduct that is such, or is likely to be such, as to make themselves objectionable to other passengers or the chauffeur. Any illegal activity will result in termination of the charter immediately, without refund.

7. For your safety, ALL BODY PARTS must remain inside of the passenger cabin while in the vehicle **at all times** (NO STANDING OR HANGING OUT OF THE WINDOWS). The chauffeur reserves the right to avoid driving to any location deemed, in the sole judgment of the chauffeur, to be hazardous to the chauffeur, the vehicle or the passengers. Please keep feet off the bars and couches inside the vehicle. Sleeping, or lying down, with feet on the couches is not permitted. Our vehicles are not your bedroom. **At no times will the maximum capacity of the vehicle be exceeded.**

8. Payment for non-scheduled overtime will be billed to the credit card received from the Client within 24 hours at the start of any over-limit period. We do not bill in increments of minutes. If the car goes more than 15 minutes beyond a scheduled booking, the services may

be terminated or each additional hour will be charged. **Unscheduled overtime is charged at a rate of \$120.00 per hour per vehicle.** Airport wait time exceeding 30 minutes will be billed at \$55.00 per hour. If you need more time, please notify us in advance of your event for a lower hourly rate. Arrangements and changes to a scheduled event may be granted at the standard billable rate upon agreement with Black Coach Limo and the driver before the overtime occurs. Please plan your event accordingly, and remember that our vehicles are driven more slowly than your car! There is no refund for under-utilized and previously booked and billed time.

9. We may discontinue the service at any time, without refund, in the event that you or any person being transported in our vehicle(s) is unruly or abusive to our chauffeur(s). We shall not be liable for circumstances beyond our control, including but not limited to weather, road conditions and breakdowns. We reserve the right to cancel this contract prior to service due to weather, other hazardous conditions or any unforeseen event beyond our control, in which case your deposit will be refunded. We reserve the right to substitute like vehicles in size and/or color in the event of unforeseen circumstances. Every effort will be made to provide the vehicle that you request, but if the requested vehicle becomes unavailable, a substitute vehicle will be provided at Black Coach Limo's discretion.

10. By placing an order, reservation, booking and payment of deposit or payment in full with Black Coach Limo, you agree that you are aware of these terms and conditions and will honor all charges. You agree to inform all passengers/guests inside the vehicle of the rules set forth in this contract. You also represent that you are duly authorized to grant Black Coach Limo authority to bill service charges to your credit card and will be personally responsible for any charges contracted by you.

11. If a gratuity was not included in your rate/fee or quote, it is typical to provide a minimum of 20% gratuity directly to the driver. If you are pleased with the services of your chauffeur, feel free to tip extra; the majority of your chauffeur's income is earned from gratuities. Black Coach Limo reserves the right to bill the client the difference of provided cash gratuities that were less than 20% and were NOT included in the rate/fee or billed quote.

12. Additional surcharges are applied to any base rate quote to the following conditions:

- **Early morning prior to 7 am: \$25.00**
- **Late evening after 7 pm: \$25.00**
- **Additional stops or pickups in the same town: \$10.00. Other towns will be quoted based on mileage.**
- **Additional hours of service provided after initial pickup and agreed upon by the chauffeur are billed at the standard hourly rate.**
- **A \$50.00 surcharge will be applied to all trips occurring on the following holidays: New Year's Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day and Christmas Day.**

13. If a cancellation is made within 48 hours of the scheduled service, the Client's account will be charged 50% of the contract or quoted rate. Cancellations that occur less than 48 hours before the scheduled pickup time will be charged at the full fare, including a 20% gratuity. No-show reservations will be charged the full fare plus a 20% gratuity, plus one hour of wait time. If you cannot locate the pickup vehicle, you should call us immediately!

14. In the event any part of this contract is declared unlawful or unenforceable, the remaining provisions of these Terms and Conditions shall remain in full force and effect.