

FIRST CLASS SERVICE L.L.C (d.b.a FIRST CLASS LIMO) SERVICE AGREEMENT

Client agrees to the following terms and conditions - PLEASE READ CAREFULLY

General Terms & Conditions

1. Client verifies that the pickup date, time, number of passengers and billing information are correctly stated in the confirmation email.
2. Client hereby authorizes First Class Service L.L.C. ("FCS") to charge a 50% deposit, to the credit card on file, at the time of reservation, which is non-refundable. The full cost of the job can be paid at this time if the client elects to do so. Client authorizes FCS to charge the remaining balance due on the date such balance due.
3. Client agrees for his/her party will not exceed the passenger capacity of vehicle provided.
4. Client understands that there will be no eating or smoking in any of the vehicles or the trip will be terminated immediately.
5. There is a 5 minute grace period given for point-to-point service. Time beyond the 5 minute grace period will be charged at the standard hourly rate for the vehicle provided.
6. Overtime will be permitted, upon vehicle availability, and rounded off to the next hour. Availability of overtime is not guaranteed. Overtime rates are non-negotiable and will be charged to the client at the set hourly rate for additional hours. Chauffeurs do not have the ability to waive overtime for any reason. Overtime is charged by the hour and not prorated per minute.
7. There is a maximum of 3 permitted pick-up and drop-off locations unless otherwise agreed upon. The minimum price is fixed once this Agreement is signed. Early dismissal, downsizing, or shortening of rental hours, will not adjust the price.
8. Minor changes to rental are upon availability and require a minimum of 48 hours' notice. Change requests must be in writing and can be emailed to firstclasslimorva@gmail.com. Any changes in arrival or destination locations may result in additional charges (travel charges). A change fee of \$50.00 will be applied if changes are made after signing.
9. Client agrees to pay a late charge of 2% per month for any unpaid balance, including cancellation fees, and hold harmless and indemnification provisions and other attributable damages, as set forth within this contract and shall reimburse FCS for its costs of collection, including attorneys' fees at 40% of the outstanding balance or at \$275 per hour if the outstanding balance is over \$3000.
10. Exterior decorations may be permitted. All exterior decorations must be approved by FCS prior to the date of the event.
11. FCS, or its designated representative, is hereby appointed client's attorney-in-fact to sign client's signature for additional charges to customer's credit card for damages, overtime, &/or any changes due & not immediately paid by the customer & is expressly empowered & authorized to charge all costs resulting from damages to said credit card.
12. Written additions and/or alterations by the client, without written agreement of FCS, are invalid and unenforceable.
13. Vehicles are sold and/or updated at the discretion of management. Vehicle requests are not guaranteed.
14. Cancellation Policy: Cancellations must be in writing and mailed or emailed to us at info@firstclasslimoservices.com. Cancellations prior to 30 days before the date of service are subject to a cancellation fee of 50% of the total rental price or \$250.00 whichever is greater. No refunds will be issued for cancellations requested 30 days or less before the date of service. Airport cancellations will be subject to a cancellation fee equal to the amount of the booking price.

Vehicles

15. The chauffeur inspects each vehicle before, during and after each rental. Client is responsible for the actions of his/her guests in every regard to the services provided during rental. In the event of damage client shall be responsible for any and all harm and damages suffered by the company, its agents, employees, or third parties, including but not limited to the vehicle. In regards to staining, breakages, burns, or any other interior or exterior damage client shall be responsible for the actual cost to repair or replace, with a minimum charge of \$200.00.

16. Additional charges will be applied to the credit card on file to cover any damages that occur. Charges may include: Cigarette burns: not less than \$500.00; Ripped or damaged upholstery: not less than \$700.00; Spillage of drinks: not less than \$200.00; Stained Carpet: not less than \$200.00; Vomit in or on the limousine: not less than \$200.00; Lost or broken glassware: \$20.00 per glass. Fees will be applied to the credit card on file

17. SMOKING, ILLEGAL USE OF ALCOHOL (if passengers are under the age of 21), &/OR NARCOTICS OR CONTROLLED SUBSTANCES ARE PROHIBITED AND WILL RESULT IN ADDITIONAL CHARGES AND IMMEDIATE TERMINATION OF THE TRIP.

18. Chauffeur has the right to terminate the trip, without refund, if he/she feels that the party is not abiding by the above rules or is putting the vehicle or the chauffeur at risk. Additional fees may be charged to cover damages at the discretion of FCS.

Liability

19. It is the client's and any passenger's exclusive responsibility to ensure that seatbelts are worn at all times while in the vehicle. We accept no liability for loss, damage, death or bodily injury that can be attributed to a passenger's failure to wear a seatbelt or other restraint device that was available for their use and in working order. When infants are travelling, it is the exclusive responsibility of the accompanying parent, guardian or caregiver to ensure that the infant is protected by a restraint system appropriate to the child's age and size.

20. Except in the case of willful misconduct or gross negligence of FCS, its agents or employees, client hereby waives any and all claims against FCS, its agents or employees for injury, loss, or damage, including consequential damages, to client's person or property from whatever cause. In addition, client waives any right of subrogation with regard to the same.

21. Client understands and accepts that Acts of God, unforeseen traffic and severe weather conditions delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond the control of FCS, for which FCS shall not be liable to client. There shall be no recourse for any of the same. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent &/or client refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by client. FCS is not responsible to fulfill itineraries developed by the client, which indicate a time that the client expects to arrive at certain locations after the initial pick up time.

22. Neither FCS, its agents nor employees shall be liable for any personal property of the client or client's guests, which are misplaced, damaged or left in the vehicle.

23. We reserve the right to subcontract the provision of services to Associates and in such situations, our liability is limited to ensuring that we use due care and skill in the selection of the sub-contractor or affiliate company to provide the services. If we are liable to you for any reason, our liability will be limited to the direct costs you incur which are a foreseeable consequence of our failure up to a maximum of \$1,000.

1950 Bentley Mark VI & 1960 Rolls-Royce Silver Cloud

24. Client understands that the 1950 Bentley Mark VI (the "Bentley") and the 1960 Rolls-Royce Silver Cloud ("Rolls-Royce") are limited to travel within a 15 mile radius of 8821 Gayton Road, Henrico, Virginia and that the Bentley cannot travel on highways.

25. Client understands that the Bentley and the Rolls-Royce are unable to travel in snow, rain or inclement weather and in the event of such conditions, FCS will make reasonable efforts to supply a replacement vehicle.

26. Client understands that the Bentley and the Rolls-Royce are classic cars, and as such, may be prone to unforeseen mechanical issues and/or overheating. In the event of such situation, FCS will make every effort to supply a replacement vehicle.

Airport Transportation

27. FCS provides 15 minute courtesy wait time, from the scheduled landing time, for airport pick-ups. Wait times that extend beyond this will incur additional fees charged at the rate of \$15.00 per half hour of wait time. Wait times will be rounded up to the next half hour and are not prorated. Overnight arrival fees may also apply (between the hours of 10:00 p.m. and 5:00 a.m.). FCS will make reasonable efforts to provide a vehicle at the new arrival time but cannot guarantee vehicle availability in the event of a flight delay or cancellation.

28. Vehicles are dispatched according to the flight's estimated time of arrival as provided to FCS by each respective airline's automated system (Company is not responsible for any delays caused by the airline's automated system or otherwise).

29. For flight changes or delays, including cancellations or missed connections, it is the responsibility of the client to contact FCS. FCS will do its best to accommodate the client but such changes or delays may result in additional charges. Earlier or delayed arrivals may make it necessary for FCS to substitute a vehicle that will still accommodate the number of passengers.

30. Airport drop-offs are considered point-to-point services. A courtesy five minute wait time from the scheduled pick-up time is provided for point-to-point services, after which additional charges may apply.

31. Passengers are at all times entirely responsible for the whereabouts and safekeeping of their luggage and other personal effects. While your chauffeur may be able to provide assistance with carrying, loading or unloading your luggage, we can accept no liability for loss or damage to luggage at any time.

Validity

32. To the extent that any provision of this Agreement is found by any court or competent authority to be invalid, unlawful or unenforceable in any jurisdiction, that provision shall be deemed not to be a part of this Agreement, it shall not affect the enforceability of the remainder of this Agreement nor shall it affect the validity, lawfulness or enforceability of that provision in any other jurisdiction.