

## Prom Service Contract

**Payment Policy:** Final payment of your balance must be paid by the service date and we accept the following forms of payment;

- The balance is to be paid in CASH on the date of service at the first pick up address.
- Personal checks will be accepted up to twenty-one (21) days prior to the service date.
- Overtime is to be paid directly to the chauffer in CASH on the day of service before the vehicle goes into overtime status. Overtime is charged in 1 hour increments. You can find the overtime rate pertaining to the vehicle you reserved on the front of this contract.

**Cancellation Policy:** You agree that in the event that you need to cancel your entire service for whatever reason, you will need to mail us a cancellation letter signed by whoever signed the original contract. Cancellation letters are to be sent to our office at 120 Magazine Street, Newark, NJ 07105, by certified US Mail no later than forty (45) days prior to your service date. If received within that time frame there will be no further penalty to you except for the forfeiture of your deposit and any payments paid to Santos Limousine (i.e.; prepaid overtime, additional deposits and/or payments). You further agree that if you cancel after the thirty (45) day period you will be responsible for the remaining balance due which will be charged on the credit card listed on the front of this contract. **Please note that deposits and payments are non refundable and non transferable.**

**Modifications Policy:** Client hereby verifies that the pick-up date, times, locations, vehicles requested and billing information are correct. You agree that you will not downgrade and/or delete the original vehicles you reserved and/or will not shorten the original length of service you requested at the time of signing the contract. Changes to itinerary can only be done by the individual listed on the front of this contract. Client modifications are strictly limited to pickup time(s), locations, destination(s), addition and/or upgrade of vehicle(s) and overtime. All contract changes must be finalized 14 days prior to your service date. Written additions and/or alterations by the customer, without written agreement of the company, are invalid and unenforceable.

**Out of area Drop Offs:** If you plan on having your final drop off in South Jersey (.e: Seaside Heights, Belmar, Wildwood) or the Pocono's, please be aware that we require travel time back to our garage. For Monmouth & Ocean counties we require one (1) hour, Atlantic, Cape May and Eastern PA drop offs we require two (2) hours of travel time back to our garage.

**Delay Policy:** Client understands and accepts that Acts of God, unforeseen traffic, road conditions and/or severe weather conditions delay travel. Every effort will be made to dispatch the contracted limousine(s) during these conditions and all attempts will be made to arrive at the designated pick up locations on time. In the event that there is a delay caused by an Act of God, unforeseen traffic, road conditions and/or severe weather conditions resulting in any of the contracted limousine(s) arriving late at any of the pick up addresses, we will modify the drop off time to reflect the amount of time caused by the delay. You agree that this action will compensate you for the delay and there will be no further liability to us. Should we deem at any time up until the day of the service that said conditions are too dangerous for our chauffeurs and/or vehicle(s) than we will inform you of such and terminate the service. You will receive a full refund of any payments made to us by you (i.e. deposits, pre paid overtime, balance) within (2) weeks by company check.

**Damage Policy and Fees:** The chauffeur inspects each vehicle before, during and after each rental. In the event of damage suffered, customer 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 regard to cleaning, breakage, burns, or other interior or exterior damage to extent of the actual cost to repair or replace, with a minimum charge of \$200.00. If any such damage to the limousine(s) is of a nature that is necessary for us to take the limousine out of normal service, you will pay us for the revenue reasonably lost at 80% of our normal hourly rate. There will be **NO SMOKING** or **EATING** in any of the limousines contracted. **ALCOHOLIC BEVERAGES, NARCOTICS OR CONTROLLED SUBSTANCES ARE PROHIBITED AND WILL RESULT IN IMMEDIATE TERMINATION OF THE SERVICE.** Client hereby agrees to hold company, its agents and employees harmless from any consequences of such wrongful use by customer or Customer's guests, including the cost to defend against the same. You agree to pay a fee of \$10.00 per glass that is cracked, broken or missing. As well as a clean-up surcharge of \$100.00 if there is excessively spilled fluids or excessive trash left in the limousine and a clean-up fee of no less than \$200.00 if anyone in the group regurgitates in and/or on the limousine. These fees are necessary due to the costly cleaning, and the downtime for the limousine(s). The chauffeur(s) will be more than happy to pull over should someone get sick. Also the fee still has to be paid even if you decide to try to clean it yourself. No exceptions. 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. Bottled beverages are not permitted in the limousine; aluminum cans only! All backpacks, luggage and duffel bags will be placed in the trunk of the limousine and returned at the end of the service.

### General Prom Rental Information:

- The company, or its designated representative, is hereby appointed customer's attorney-in-fact to sign customer's signature for additional charges to customer's credit card for damages, overtime, &/or any charges due & not immediately paid by the customer & is expressly empowered & authorized to charge all costs resulting from damages to said credit card.
- Except in the case of willful misconduct or gross negligence of the company, its agents or employees, customer hereby waives any and all claims against company, its agents or employees for injury, loss, or damage, including consequential damages, to customer's person or property from whatever cause. In addition, customer waives any right of subrogation with regard to the same.
- Neither the company, its agents or employees shall be liable for any personal property of the customer or customer's guests, which are misplaced, damaged or left in the vehicle.
- Company reserves the right to institute and establish rules and regulations of guest conduct, which may be amended from time to time, including termination of rental, without refund, due to non compliant guest conduct.
- In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent &/or customer refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited a pro rated amount paid by client for that particular vehicle with no further liability to us. In case of an emergency, the company may sub contract his rental to another limousine service. The company is not responsible to fulfill itineraries developed by the customer, which indicate a time that the customer expects to arrive at certain locations after the initial pick up time.
- You agree to compensate Santos Limousine as outlined in this contract. You also agree to pay all charges, fees, surcharges, overtime fees and damages. In the event that you refuse to pay your obligations resulting in Santos Limousine needing to employ a collection company or an attorney, you agree to fully reimburse Santos Limousine all attorney fees, court costs, collection fees and any out of pocket expenses that we may incur. A 2% monthly charge will be added to all unpaid balances.

**By signing below, I agree to all the terms & conditions listed above.**

Client Signature: \_\_\_\_\_ Print Name: \_\_\_\_\_ Date: June 14, 2005