

## **RETAIL SERVICE AGREEMENT**

Customer Name: \_\_\_\_\_

Customer ID#: \_\_\_\_\_

I, \_\_\_\_\_, on behalf of ("Customer") hereby acknowledge, agree, and accept each and every term and condition ("Terms and Conditions") for 5 Star Limousine Service provided below.

### **DEFINITIONS**

**Authorized Passenger** In the event the Customer and Passenger are not the same person or entity, and the Customer will not be present during the Scheduled Service, the Authorized Passenger will act as Customer's representative

**Driver** Operates the 5 Star Limousine Service Vehicle and transports the Passengers to and/or from their Scheduled Service destinations.

**Credit Card Authorization Form** Form by which Customer authorizes charges to his/her/its credit card in exchange for 5 Star Limousine performance of the Scheduled Service.

**Customer** Refers to the individual or entity which contracts for the Service and is responsible for all costs incurred during the Scheduled Service, as identified below. Customers must be at least 18 years of age and of sufficient legal capacity to enter into a contract under the laws of the State of California.

**Drop Off** The designated location(s) where the Passengers will be taken at the end of the Scheduled Service.

**Passenger** Refers to all the individual(s) transported by 5 Star Limousine Service as part of the Scheduled Service. In some instances, the Passenger may also be the Customer.

**Pick Up** The location specified for commencing of the Service, as specified in the Reservation.

**Reservation** Method by which the Customer reserves the Scheduled Service for a specified date, location. A credit card deposit must be made along with the Reservation in order to guarantee the Scheduled Service.

**Service Type** Includes transportation of Passengers by the hour, from Pick-Up Time to Drop-Off Time, as specified in the Reservation and all airport and point to point transfers.

**Service Vehicle** Refers to 5 Star Limousine Service Vehicle (car, bus, or Limousine) used to perform the scheduled Service.

**5 Star Limousine Service** Refers to its employees, agents, successors, executors, heirs, representatives, administrators, and assigns.

### **TERMS AND CONDITIONS**

1. **CONDITIONS:** This Agreement will not take effect, and 5 Star Limousine Service will have no obligation to provide Services, until Customer returns a signed copy of this Agreement and pays the initial Reservation Deposit called for under Paragraph 3 below.
2. **SCOPE OF SERVICES:** By signing this Agreement, Customer agrees to hire 5 Star Limousine Service to provide rentals by the hour and/or point-to-point transportation services.
3. **RESERVATION DEPOSIT:** By signing this Agreement, Customer hereby agrees to provide a non-refundable deposit in the amount of 20% of the total Service fare in order to reserve the Services described in Paragraph 2 above.
4. **CHANGES TO RESERVATION:** A final confirmation phone call, text message or email (as preferred by customer) will be sent from 5 Star Limousine Service to Customer at least 24 hours of the Service Pick-up Time, changes will not be incorporated into reservation until, and only until, Customer receives a confirmation communication from 5 Star Limousine Service. It is the Customer's responsibility to ensure that 5 Star Limousine Service is aware of any changes to the Reservation.
5. **CUSTOMER CANCELLATIONS:** Cancellations must be made 24 hours before the Service Pick-Up time so that the Customer may avoid being charged in full for the amount of the scheduled Service. All cancellations must be in writing via email to [fivestarzlimo@hotmail.com](mailto:fivestarzlimo@hotmail.com). Failure to cancel 24 hours in advance will result in charges to the Customer's credit card for the full amount of the Service agreed to in the Reservation. By signing this Agreement, Customer hereby agrees, allows, and permits 5 Star Limousine Service to charge Customer's credit card for the full amount of Service, in the event of cancellation of Service less than 24 hours before it was scheduled to occur.
6. **COURTESY CREDIT FOR CANCELLATIONS CHARGED TO CLIENT:** As a courtesy, in the event a cancellation is made less than 24 hours before the scheduled Pick-up Time, and the Customer is charged in full for the unused Service, 5 Star will permit a "Service Credit" in the amount charged to the Customer's credit card. This Service may be redeemed for a Service of equal or lesser value, and must be redeemed within 90 days from the date on which the canceled Service was originally scheduled to take place. Any interest in, or claim to, the unused Service Credit is waived by the client 90 days from the original date of the canceled Service.
7. **SECURITY DEPOSIT: CREDIT CARD AND ID REQUIRED AT SERVICE**  
**PICK-UP:**  
(A) At time of Pick-Up, Customer must present the same credit card or debit card as that which was provided to 5 Star Limousine Service at the time of Reservation. In addition, Customer must provide the Driver with one of the following forms of photo identification: (1) Driver's License, (2) Government Issued Identification Card, or (3) Government-issued Passport. If the Customer is present in the vehicle at the time of Pick-Up, the Driver will make an imprinted copy of the Reservation credit card before commencing the Service. Copies of the signed credit card authorization form

and photo identification may be E-mailed at [fivestarzlimo@hotmail.com](mailto:fivestarzlimo@hotmail.com). A \$300 pre-authorization will be used as the security deposit for the rental of vehicle.

(B) In the event that the Customer will not be present at the Service Pick-Up, Customer must submit a signed credit card authorization form, and photocopy of one of the forms of photo identification listed above in part (A) of this Section at the time of Reservation. The Customer must list the name of an Authorized Passenger must present photo identification to the Driver before the Service commences.

(C) Customer's Failure to comply with this Paragraph will result in the termination of Service. By providing a signed credit card authorization form or credit card imprint to 5 Star Limousine Service, Customer hereby agrees, allows and permits 5 Star Limousine Service to charge Customer's credit card for the full amount of Service, including any overtime or damage fees, as discussed in further detail in the Paragraphs below.

8. **CREDIT CARD SERVICE CHARGE:** All final payments made by credit card will be subject to a 2% credit card surcharge, which will be reflected in the final Service charge.
9. **GRATUITY:** For the Customer's or the Passenger's discretion, and may be increased or decreased based on the quality of the Service provided by the Driver. This gratuity amount is recommended only, and is not a negotiated or fixed charge.
10. **CUSTOMER'S/PASSENGER'S INABILITY TO LOCATE DRIVER:** (A) if the Customer and/or Passenger is unable to locate the assigned Driver at the designated pick up location, Customer/Passenger should immediately contact 5 Star Limousine Service at (714)817-9088 or (888)599-1399. To determine an appropriate meeting point. 5 Star Limousine Service is available 24 hours per day/seven days per week. (B) In the event the Passenger is unable to locate the assigned Driver and leaves the scheduled pick up location without notifying 5 Star Limousine Service Dispatch, Customer will be charged a "No Show" fee in the **full amount** of the scheduled Service.
11. **ADA/SPAB NOTICE:** In the event a Passenger requires an Americans with Disabilities Act (ADA)-Accessible vehicle, or School Pupil Activity Buses (SPAB)-Certified bus and driver, Customer must inform 5 Star Limousine Service of the request in writing at the time of Reservation.
12. **RIGHT TO REFUSE TRANSPORTATION OF PASSENGERS:** 5 Star Limousine Service and employees reserve the right to refuse to transport persons under the influence of alcohol or drugs, or persons who, for whatever reason, may impair the safety of the Driver or other passengers in the vehicle.
13. **SMOKING AND FOOD PROHIBITED IN SERVICE VEHICLE:** Smoking of any kind, and consumption of food, is prohibited in 5 Star Limousine vehicles. 5 Star Limousine Service reserves the right to charge the Customer for any damage or clean-up associated with the Passenger's smoking or eating in 5 Star Limousine Service vehicles.
14. **NO IDLING:** In accordance with California Law and the California Air Resources Board, it is illegal to sit idling in any commercial vehicle for more than 5 minutes. This includes all Hummer Limos and Party Buses. Driver will not accommodate requests to idle the vehicle for more than 5 minutes.
15. **GROUPS:** All passengers must enter and exit the Service Vehicle as a group. There will be no splitting up of groups. This includes all proms and all rentals by the hour.

16. **USE OF ALCHOL, DRUGS, OR WEAPONS BY MINORS PROHIBITED:** Minors are absolutely **prohibited** from consuming alcoholic beverages or drugs within or in the immediate vicinity of 5 Star Limousine Service vehicles. As part of 5 Star Limousine Service's "Tolerance Policy," Drivers are instructed to immediately transport Passengers to the nearest police station or California Highway Patrol (CHP) station if underage drinking, drug consumption, or possession of weapons is suspected by the Driver. By signing this Agreement, Customer assures 5 Star Limousine Service that no illegal drugs, underage drinking, or possession of weapons will take place by Customer, Passengers, or their associated in the Vehicle.
17. **CONSUMTION OF ALCHOHOL BY PASSENGERS OVER 21 YEARS OF AGE:** (A) 5 Star Limousine Service does **not** provide alcohol to its Customers and/or Passengers. (B) In order for Passengers of legal drinking age to consume their own alcoholic beverages in 5 Star Limousine vehicles, Customer must provide a pre-authorization in the amount of \$300 in excess to the estimated total due on Customer's credit card or debit at the time of service. All pre-authorizations many take up to 72 business hours to be released by the credit card company. This amount will be used to clean or repair the vehicle in the event the Vehicle is damaged in any way due to alcohol consumption by the Customer and/or Passengers. In the event damage exceeds \$300, Customer authorized 5 Star Limousine Service to charge Customer's credit card in the amount required to repair/clean such damage. 5 Star Limousine Service will notify the Customer in the event repair costs are needed before repairs are performed.
18. **DAMAGE TO VEHICLE:** Customer assumes full responsibility for any and all damages to Service Vehicle caused by acts or omissions that are within the Customer's and/or Passenger's control, regardless of whether those acts are accidental, negligent or willful.
19. **CHANGES TO SERVICE AT THE TIME OF SERVICE:** Every contracted price negotiated prior to Service is based on the information provided by the Customer to 5 Star Limousine Service at the time of Reservations. Changes to the price of Service at time of Pick-Up made may incur additional costs, including, but not limited to, overtime charges. In the event that Customer is not also the Passenger, Customer must notify 5 Star Limousine Service in writing if Customer requires approval before the Authorized Passenger incurs additional charges beyond those which are quoted in the Reservation.
20. **MULTIPLE PICK-UPS/DROP-OFFS:** Every Service includes a maximum of **two** Pick Up locations at the commencement of the Service, and **two** Drop Off at the conclusion of the Service. Any additional stops or destinations will be \$15 each.
21. **OVERTIME CHARGES ON RENTALS BY THE HOUR:** Customer will begin to incur overtime charges if the Service has not been concluded by the Scheduled Drop-Off time, and will be charged in thirty-minute increments. By signing this Agreement, Customer pre-authorizes all overtime charges, should they be incurred. Customer or Authorized Passenger shall confirm in writing with the Driver the exact time the Service ends, by initialing the Driver's Trip Sheet.
22. **WAITING TIME CHARGES ON POINT-TO-POINT TRANSFERS:** In the event the Customer and/or Passenger is not available at the time of the Scheduled Pick-Up, waiting time charges will begin to accrue after a **ten** minute grace period in the amount of the hourly rate of the vehicle rented. Client will be asked to initial the time they enter the vehicle.

23. **DRIVER SAFETY/RIGHT TO TERMINATE SERVICE:** In the event that the assigned Driver and/or other 5 Star Limousine Service employees feel that their safety, or the safety of the other Passengers in the vehicle, is threatened by the acts or omissions within the control of the Passengers, or individuals associated with the Passengers, the Driver, and /or 5 Star Limousine Service immediately, without refund to the Customer.
24. **LOST PERSONAL PROPERTY:** 5 Star Limousine Service is not responsible for any personal property that is lost or left behind the Service Vehicle.
25. **DELAYS:** 5 Star Limousine Service makes no guarantee that the Service Vehicle will arrive at any destination at any specific time once the Service is commenced. Customers are responsible for scheduling Pick-Up Times that take into account the travel time and distance to a particular location scheduled as part of the Service route, including potential delays due to traffic, construction, or other unforeseen causes.
26. **BREAKDOWNS/MECHANICAL FAILURE:** In the event of any Vehicle breakdown or unavailability, 5 Star Limousine Service reserves the right to substitute alternative vehicles of equal or greater seating capacity. In addition, the portion of time that the vehicle is inoperable or unavailable will be refunded to the Customer if the Customer is delayed by more than **fifteen** minutes.
27. **FORCE MAJEURE:** 5 Star limousine Service shall not be liable for any failure or delay in performing its Service obligations, and 5 Star Limousines Service shall not be deemed in breach of its obligations thereunder, if such failure or delay is due to Acts of God; natural disaster; 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 5 Star Limousine Service.
28. **TOLLS/PARKING CHARGES:** Customer is responsible for all tolls and parking charges related to Service.
29. **LIMITATION OF LIABILITY:** 5 STAR LIMOUSINE SERVICE SHALL NOT BE LIABLE IN ANY EVENT OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, IF SUPUNITIVVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WHERE FORESEEABLE OR 5 STAR LIMOUISNE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT 5 STAR LIMOUSINE SERVICE SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE SCHEDULED SERVICE FEE.
30. **INDEMNIFICATION:** If 5 Star Limousine Service shall be subject to any claim, demand, or penalty; or becomes a party to any suit or other judicial administrative proceeding arising out of, related to, or connected to this Service, Customer shall indemnify and hold 5 Star Limousine Service harmless against all judgments, settlements, penalties, and expenses, including attorney's fees, court costs, and other expenses of litigation or administrative proceedings, incurred by, or imposed upon. 5 Star Limousine Service in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, the election of 5 Star Limousine Service Customer shall also defend 5 Star Limousine Service.
31. **ATTORNEY'S FEES:** If 5 Star Limousine Service incurs legal fees or other expenses as a result of any lawsuit or administrative proceeding arising out of Service or related to Service, including, but not limited to, collection of unpaid fees, claim for damage to the

Service Vehicle or any claim against 5 Star Limousine Service for damages, then 5 Star Limousine Service is entitled to recover from Customer all such legal fees and other expenses.

- 32. SEVERABILITY/UNENFORCEABILITY:** If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected, and the remaining terms will be deemed valid and enforceable to the fullest extent permitted by law.
- 33. GOVERNING LAW:** The laws of the State of California,(irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the Parties to this Agreement.
- 34. ENTIRE AGREEMENT:** These Terms and Conditions, along with the Reservation, the Terms and conditions listed on 5 Star Limousine Service website, and Credit Card Authorization Form, constitute the entire agreement between 5 Star Limousine Service and Customer and supersede any and all other agreements, either oral or written with respect to the subject matter hereof.

I hereby acknowledge that I have read, understood and agree to these Policies and Terms as set forth above and the Service Contract. Furthermore, I also understand that the credit card provided to 5 Star Limousine Service will be used as a guarantee of my Reservation and can be used by 5 Star Limousine Service as payment for all incurred charges.

X \_\_\_\_\_

Customer Name

X \_\_\_\_\_

Customer Signature

X \_\_\_\_\_

Date

5 Star Limousine Services \_\_\_\_\_

Company Name