

Elegant Limousine Service Agreement Page 1 of 2

Elegant Limousine Service of Niagara 4c Dixie Rd, St. Catharines, Ont, Canada l2n 2a8
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RESERVATION, DEPOSITS AND PAYMENTS

A 30% non-refundable deposit is required to guarantee your reservation. Deposits are credited towards the balance due. Reservations are not guaranteed until the deposit is received. Deposits by credit card are recommended to immediately guarantee your reservation. Reservations that do not have a credit card on file are required to give an additional \$100-250 cash REFUNDABLE security deposit. The security deposit is GUARANTEED to be refunded at the end of the service in cash if the limousine is inspected and found without any incident. (incident i.e., vomit, damage, smoking, theft, excessive cleaning needed.) Cash, Cheque, Visa, MasterCard, are accepted. Note: Any Tolls, parking, airport and port charges not included and must be paid by the client.

CANCELLATIONS

In case of cancellation, the deposit will be forfeited. Cancellations with less than a **2-week notice** will be billed the total amount quoted for your reservation. Special events (i.e. concerts, sporting event) that are cancelled or postponed within 2-weeks of the scheduled booking may be given the opportunity to use the time reserved for other services on that day only, otherwise these terms shall apply. WEDDING, PROM AND GRAD RESERVATIONS THAT ARE CANCELLED OR CHANGES TO THE HOURS OF SERVICE REQUESTED WITH LESS THAN A **45-DAY NOTICE** WILL BE REQUIRED TO PAY THE FULL AMOUNT QUOTED. THESE CHARGES WILL BE CHARGED TO YOUR GUARANTEE CREDIT CARD, TO BE PAID IN CASH OR YOUR SECURITY DEPOSIT WILL BE FORFEITED AND THE BALANCE WILL BE DUE NO LATER THAN YOUR RESERVATION DATE.

SMOKING, VOMIT, BERERAVGES AND EXCESSIVE CLEANING FEES

A \$100 cleaning fee is added if any glitter, rice, or confetti-type decoration is used in the company vehicles. A \$100 fee may be added if excessive cleaning is necessary beyond routine cleaning (beyond routine cleaning i.e.: body glitter, spilled drinks, chips, popcorn, mud, food, garbage, etc.). Styrofoam or soft sided coolers are not allowed. A \$250 charge per cigarette and per vomit is automatically assessed if anyone in the renting party should smoke or vomit in the company vehicle, also this maybe grounds for termination of your services immediately without refund. Please advise your guests of these additional fees. Alcohol consumption and drug use in Limousines is prohibited by law in Ontario Canada. If you or any persons in your renting party decide to consume alcoholic beverages or use drugs you will be responsibly for any incident related to your alcohol consumption and drug use and any fines will be paid for by you the client. Additional fees will be charged to the guarantee credit card, to be paid in cash or subtracted from your security deposit.

FUEL SURCHARGE

Due to increasing fuel costs on the day of your reservation if mid-grad fuel (89 octane) goes up more than 10 Cents from the average of that week a \$20-80 fuel surcharge may apply to your reservation and will be charged to the guarantee credit card, to be paid in cash or deducted from your security deposit.

CUSTOMARY GRATUITY

Average gratuity ranges 15-25%. 15% gratuity is added to corporate; direct billed, and third party reservations. A 15% gratuity will be charged to the guarantee credit card, to be paid in cash or subtracted from your security deposit if we did not receive any by the end of your reservation.

NSF PAYMENTS

Non-sufficient funds, cancelled or returned checks, or withdrawn payments are subject to a \$50 charge. \$50 + your deposit must be paid within three days.

DAMAGES AND/OR THEFT

I agree to reimburse for any theft and/or all damages caused by any persons in my renting party whether negligent or accidental. All theft or damages will be accessed by your chauffeur or upon return to our base. Cost for damaged/stolen items: bar glasses \$10, CD or DVD \$100. Upon request these items may be removed from the limousine. Elegant Limousine is not responsible for any lost, stolen, or damaged items. Valuables may be inventoried and stored with the chauffeur. Additional fees will be charged to the guarantee credit card, to be paid in cash or subtracted from your security deposit.

STARTING/ENDING TIME AND DELAYS

Elegant Limousine is not responsible for time delays on behalf of the ceremony or your reservation in general. Your reservation begins at the time you have scheduled our arrival and your reservation ends at the time you have scheduled us to end. Any time extending beyond the hours you have booked will be billed to the guarantee credit card, paid in cash or subtracted from your security deposit at our regular hourly rate in half-hour increments. We are not responsible for delays that are out of our control (i.e. weather, car accidents, congested traffic, grid lock, etc.)

FLAT RATE PACKAGES

For flat rate packages (i.e. concerts, sporting events), the renting party must be ready at scheduled pick up time and 15 minutes after the end of your event to depart. After 15 minutes, regular hourly rates will apply in ½-hour increments in addition to the package price and will be charged to the guarantee credit card or deducted from your security deposit. All flat rate packages include one pick-up & drop-off at same pick up address. Add \$20 for each additional stop and will be paid in cash, charged to the guarantee credit card or deducted from your security deposit. Not Applicable on hourly rates packages.

TERMINATION OF SERVICES

The following may be grounds to terminate our services with no refund for rental time not used, including, but not limited to: possession of weapons or illegal drugs, theft or damages sustained to company property, disorderly conduct, excessive yelling, fighting, arguing, excessive movement in the vehicle, DVD receiver or CD player louder than half volume, hanging out of windows or sunroofs, loading vehicles beyond seating capacity and mainly failure to comply with this service agreement. Also the following may be reason to terminate our services with a refund limited to rental time not used, including, but not limited to: in climate weather conditions or circumstances beyond the driver's control. Please keep in mind, our success is based on your business. Elegant Limousine strives to operate with exceptional equipment, and with your safety in mind. Elegant Limousine will not terminate your services unless absolutely necessary. Elegant Limousine also reserves the right to substitute a comparable limousine, if absolutely necessary. Due to the extreme size of our limousines these vehicles sometimes may not be able to enter a requested destination due to congestion, clearance, crowded parking lots, steep inclines, etc. Our Chauffeurs will do their best to get as close as possible to the desired location. Elegant Limousine reserves the right to refuse or cancel your service at anytime, if necessary. Elegant Limousine is only liable for rental time not used in the event of mechanical breakdown while on charter and will refund 100% of remaining rental time not used or will provide you with a replacement limousine if available for the remaining rental time. Our Limousines are meticulously serviced for top performance and prevention of mechanical problems. Our employed mechanic is on call 24/7 for any emergencies.

CLIENTS Name: _____

X _____

DATE _____

CLIENTS SIGNATURE by signing this contract, I have read pages 1 and 2 and agree to all of the terms on pages 1 and 2.