

TERMS AND CONDITIONS

The following is offered on "Informed consent basis" to all clients or their representatives before entering into an agreement for obtaining service of Miami Premier Limousine (vehicle for hire, for the benefit of the CLIENT – as defined below).

This agreement is between the passenger, the credit card holder and/or the person ordering, ("Client"), and Miami Premier Limousine of Boca Raton, FL. All Clients are entitled to a safe ride in a clean late model vehicle with a professional driver as not to endanger any passenger or any other motorist, as stipulated by Miami-Dade, Broward and Palm Beach ordinances.

All arrangements must be finalized 7 (seven) days prior to clients engagement (car hire).

All reservations require a deposit equal to half (1/2) of the total amount of the charter, which becomes non-refundable in the event of cancellation by Client. Such deposit shall be due and payable upon receipt of the signed copy of this agreement. If Client pays by check, the reservation will be held for 48 hours pending receipt of deposit. All balances are due and payable seven business days prior to the charter date. Charters can often be called ADs (As Directed) – [by client].

If client pays by Credit Card, Miami Premier Limousine, will charge all amounts owed under this contract to the Credit Card number assigned with no further signatures or documentation required. If the balance is not received by the due date, the charter will be automatically cancelled and the Client's deposit will be assessed against the charge card. If Client cancels a reservation within 10 business days of the date of the charter, Client will remain responsible for full payment of the charter.

In the case of mechanical breakdown, or any other delay over thirty minutes occurs, other than delays due to traffic conditions, accidents, or any other unforeseen acts of God, Client will be refunded that portion of the travel charges that relate to the period of time the vehicle is inoperable and/or the result thereof will be made up at the end of the charter by Miami Premier Limousine. Client and Client's party are expected to conduct themselves in a manner so as not to cause injury to themselves or third parties or damage to the vehicle. Client shall be responsible for the cost of repairing such damage with a minimum charge of \$150.00 for such repair and/or cleaning of the vehicle. The decision as to the need for repair or additional cleaning rests solely with Miami Premier Limousine, and its decisions are final.

If at any time during the charter, service is terminated either due to unruly conduct of Client or Client's Party, damage to the vehicle, or abuse of any nature as determined by Miami Premier Limousine a refund of money will not be issued. Miami Premier Limousine, at its sole discretion, reserves the right to refuse service as it deems appropriate and also reserves the right to charge for any overtime ordered/incurred by Client on the day of the Service/Charter. Such overtime, when charged, shall be in hourly increments at the hourly rate indicated elsewhere at this same website (depending on the vehicle type retained). All other charges, including but not limited to gratuity, shall apply to overtime shown, and ascribe to the routing described. Miami Premier Limousine reserves the right to substitute one vehicle for another vehicle, provided they are the same or larger size as the initial vehicles. Miami Premier Limousine is not responsible for lost, theft or damage to items in the

vehicle at any time. All vehicles are strictly non-smoking. In compliance with Federal Clean Air Act, CPUC Regulation Section 5348.1 & 3 consumption of alcoholic beverages by under-aged (21 years old) passengers is prohibited.

BILLING

All sales (face to face, by use of electronic devices – The Internet or the Fax machines) are final, and there are no provisions for refunds of any kind. If the client wishes to change any portion of the proposed trip there will be a minimum of \$50 surcharge per segment change. Trips are billed to the customer's credit card or corporate account numbers. Miami Premier Limousine accepts the following credit cards:

- American Express (carries a 5% surcharge);*
- Visa (carries a 4% surcharge);*
- MasterCard (carries a 4% surcharge);*
- Discover Card (carries a 4% surcharge).*

The usual and customary gratuity is 18% that is calculated on the base fare, extra stops, waiting time, and any holiday charges. Gratuity is based on service, if you feel that your chauffeur has performed better or worse than average it is your option to change the gratuity accordingly hours.

The following additional charges will be itemized on the customer's billing statement when applicable:

- Road tolls (including bridges and tunnels);*
- Parking ;*
- Airport and Regulatory Fees (MIA \$7.50, FLL \$3.50, PBI \$3.50;)*
- Amenities / Special Requested services;*
- Fuel Surcharge;*

TAXES

Certain trips may require an additional fee for meals and/or overnight accommodations for the chauffeur. Union regulations do not permit any one driver to operate the same vehicle over 9 hours with no rest, and additionally require that a minimum of a 6 hour rest is taken after operating any commercial vehicle for 12 hours.

All published rates are subject to change without notice. Current rates are confirmed at the time a reservation is made.

RATES

Miami Premier Limousine has point-to-point rates that provide flat rate pricing for travel to and from most major cities and airports. Where point-to-point pricing does not exist billing will be the hourly rate for the vehicle ordered. Hourly rates are billed from when the vehicle leaves Miami Premier Limousine facility until the time it returns to the Miami Premier Limousine facility with 3 hour minimum.

All Reservations that are billed on an hourly basis, will be billed a minimum of thirty minutes travel time each way plus the time the passenger is in the vehicle. Fractions of an hour are rounded to next half-hour.

WAITING TIME

For all point-to-point reservations waiting time will be charged at an hourly rate for the vehicle ordered rounded up to the next quarter-hour once the grace period has elapsed. Grace period is defined as fifteen (15) minutes beyond the scheduled pick up time for all non airport pickups and non commercial flights at airports.

Miami Premier Limousine is able to monitor all commercial flights therefore we have a fifty-nine (59) minute grace period for commercial airline flight arrivals to allow for deplaning and baggage pickup. After the grace period has elapsed waiting charges will be charged \$30.00 per thirty (30) minutes rounded to the nearest half hour or part thereof for commercial airline arrivals.

Miami Premier Limousine does not monitor private flights, therefore, standard waiting time will be charged as incurred for any passenger arriving on a private plane that is delayed by more than 15 minutes.

Miami Premier Limousine does not monitor train schedules, therefore, standard waiting time will be charged as incurred for any passenger arriving by train that is delayed by more than 15 minutes.

EXTRA STOPS

For point-to-point reservations requested stops will be charged a minimum of \$25.00 and have a five (5) minute grace period per stop to allow for loading or unloading, waiting time charges will apply after grace period has elapsed. Where a stop alters the route or adds significant time to the trip, mileage rates and/or hourly charges will be charged. Extra stops in Miami Beach or South Beach have a \$50.00 minimum.

LIMITATIONS OF DAMAGES

IN NO EVENT SHALL *Miami Premier Limousine*, OR ANY OF ITS AFFILIATES OR SUBSIDIARIES BE LIABLE TO ANY ENTITY FOR ANY DIRECT, INDIRECT, SPECIAL, CONSEQUENTIAL OR OTHER DAMAGES (INCLUDING, WITHOUT LIMITATION, ANY LOST PROFITS, BUSINESS INTERRUPTION, LOSS OF INFORMATION OR PROGRAMS OR OTHER DATA ON YOUR INFORMATION HANDLING SYSTEM) THAT ARE RELATED TO THE USE OF, OR THE INABILITY TO USE, THE CONTENT, MATERIALS, AND FUNCTIONS OF THE SITE OR ANY LINKED WEBSITE, EVEN IF *Miami Premier Limousine* IS EXPRESSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

THIRD PARTY SITES

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MIAMI PREMIER LIMOUSINE**DECEMBER, 2008.**

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