



## Daytona Limos Contract

### TERMS & CONDITIONS

To make your time with Daytona Limos an enjoyable one, we ask for your cooperation with the following: Daytona Limos will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal (21) drinking age. No person shall bring contraband or illegal substances aboard vehicles that are owned or operated by Daytona Limos. Person(s) under the age of 21 is/are prohibited from consuming any type of alcoholic beverages. Chauffeur has every right to search the bags you are bringing to the vehicle for illegal substances at anytime. If the chauffeur finds any illegal substances, he or she has the right to terminate the contract at that moment and leave the client (s) at that location, the full amount of the booking will still be due, and no refunds will be issued. Daytona Limos **prohibits travel on unpaved roads** at no time will the chauffeur operate the limo on any type of dirt, gravel or any other type road. Chauffeur has ultimate authority of where he drives the limousine, dangerous and or roads that are too small to navigate can and will be avoided depending on the size of the limousine you are in. The rules cannot be modified, if a pick up or drop off location is inaccessible by paved roads it is the clients responsibility to get to and from the limousine.

Daytona Limos will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion or at a standstill. Daytona Limos will not be responsible for any belongings left while the client is in or out of the vehicle. The purchaser on the front of this contract is responsible for his or her guests. Upon determination that any of the above policies were violated, Daytona Limos may terminate service to the client and shall be deemed to have fulfilled its contractual obligations to the client under the agreement.

#### AT THE CHAUFFEUR'S DISCRETION, THE PURCHASER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR.

- (1) \$ 35.00 per broken glassware, \$ 45.00 per damaged DVD
- (2) \$ 700.00 minimum per damaged seat, \$ 500.00 minimum per damaged carpet, \$ 750.00 minimum per damaged mirror
- (3) \$ 150.00 minimum for extensive cleanup (spills, etc.), \$50 for a gum in the carpet clean up
- (4) \$ 300.00 shampoo and disinfecting (due to sickness interior), \$ 150.00 detailing and wax (due to sickness-exterior)
- (5) \$ 500.00 minimum for each burn hole, rip or tear to upholstery
- (6) \$ 500.00 minimum for each act of vandalism
- (7) \$ 275.00 per incident of smoking inside of the limousine, ride will be terminated after second incident. **(Smoking will not be tolerated)**
- (8) \$ 1,000.00 minimum opening a vehicle door into another vehicle or stationary object (It is advised to allow your chauffeur to open your door)
- (9) **It is important to remember that inciting others to cause damage to the limousine will result in charges for the damages that occur. Example yelling insults at pedestrians from the Limousine, any damage caused by the other party will be your responsibility.**
- (10) **This is not an exclusive list, any and all damages caused to the vehicle and or including loss of revenues for downtime during repairs can and will be charged to the credit card used to book this service. If there is not enough room on the credit card to satisfy the damages, Daytona Limos reserves the right to file suit in a County of Volusia Court to recover the losses.**

Daytona Limos reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if renters do not follow chauffeurs requests to obey the rules in this contract. Chauffeur has every right to terminate the contract if the rules are not followed. **No smoking** is allowed in any of our vehicles. The open balance is due immediately at the beginning of the agreed job. This contract authorizes the immediate charge of a 25% deposit & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized cardholder for given credit card, responsible and liable for payment of the total amount, per cash, credit card or money order. **No personal or business checks will be accepted**

Daytona Limos cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Daytona Limos can accommodate other clients that booked with Daytona Limos prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime, tolls, parking etc. The purchaser authorizes Daytona Limos to charge any additional charges after they have rendered services to the purchaser's credit card as supplemental charge. Once the contract is signed it cannot be cancelled. If you do not wish to use our services we keep the 25% deposit. Cancellations made before 7 days of your service date will not be responsible for the remaining balance. Any contracts canceled within less than 7 days until the service date will be responsible for the full amount of the balance due. I am satisfied with the terms and conditions above and fully understand and agree. If, for any reasons, I am not fully satisfied with the services I receive, I have 10 hours after the completion of the job to file a complaint in writing. If Daytona Limos does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint and I am fully satisfied with the services I received and will not file any complaint against Daytona Limos with any official bureaus. Filing a written complaint insures both parties, that it is fully understood what the problem was. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Daytona Limos and the payment I authorized.

Since Daytona Limos offers high-tech-equipped vehicles, sometimes heat and excessive use of all power-operated equipment might be subject to temporary failure. This will of course not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip. Daytona Limos guarantees, that all our vehicles are constantly checked to keep the highest possible standards and eliminate such failures as much as possible. Daytona Limos agrees to send the requested vehicle as offered in the contract. We have the right to upgrade the vehicles or switch the vehicles in case of emergency breakdown or if vehicles were in accidents. As stated, this will only happen in emergencies. No additional charges will occur on customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and / or payment of contract. Customer's therefore accepts that replacement limousine may be substituted if contracted limousine becomes unavailable for any reason. If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, storms and any other acts of god, including, but not limited to traffic congestion, road closures, accidents, flight delays, road closures etc., we will use our best efforts to notify the customer of these conditions and resulting delays or changes. If Daytona Limos has to cancel service because of vehicle non availability a full refund, including deposit will be issued. In case of non-payment or any disputes of charges resolved from things like damaged car or overtime, etc, I agree and fully authorize the charges to be put on my credit card provided above.

Cancellation with less than 7 days notice (via certified mail) will be billed the total contract amount. By agreeing to these terms and conditions and entering your credit card information, you are authorizing Daytona Limos. to charge your credit card for any of the following charges: deposit, all services rendered, and any damages done to the vehicle. The balance owed is due **upon pick up** the date of service. Any overtime hours or fees as a result of damage to the vehicle will be calculated and billed within 48 hours of the completion of the trip. You will be notified of any additional funds that will be required.

Contract Obligations: I understand and agree to the length and usage along with any charges and further agree to pay for any and all damages my party may cause during the rental periods. I also agree to the above Terms and Conditions. All damages are the sole discretion of the driver. I understand and agree to pay the entire contract price if the cancellation policy is not followed. The number of hours agreed to on the contract is the minimum number of hours client agrees to pay. By signing below you forfeit your right to dispute the charge via your credit or debit card company for terminated rides due to prohibited actions by the client

X \_\_\_\_\_ **If your reservation was placed online, using our reservation form consents as an electronic signature.**

**Print Name:** \_\_\_\_\_ **Date:** \_\_\_\_\_