

# Term & Condition

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**1. Reservation Policy:** a) Client hereby verifies that ALL of the above information is correct and represents to be at least 18 years of age and legally capable of entering into this contract under Virginia Law. b) ADC Bus requires a 40% non-refundable deposit upon booking the reservation, with or without signature. All deposits used to hold a reservation are non-refundable. Limousine Company will not guarantee its performance unless the minimum deposit is made. Failure to cancel your reservation immediately constitutes acceptance of these terms and policies. d) Itinerary or request changes to rental are based upon availability and require a minimum of 48-hour notice. All changes must be made in writing (by fax or by email). Change requests sent by voice mail message will not be accepted. Any changes in arrival or destination locations may result in additional charges (travel charges). The company will not be held liable for incorrect address locations or invalid directions supplied by the client. Itinerary is required for all reservations. *There will be absolutely **NO CHANGES** made the day of service.* e) Limousine Company shall not be held liable for any items left or damaged in the vehicle, and shall not be responsible for the safe-keeping of any item.

**2. Damages Policy:** Client shall be liable for all damages to the vehicle sustained during the client's services; including but not limited to all spills, rips, tears, burns, or damage to the TV/stereo or other equipment. Client agrees to pay a service charge of \$300 to clean any vomit or spillage in the vehicle. Other charges are as follows: Smoking in the vehicle \$400; Cigarette Burns \$500; Ripped or damaged upholstery \$700; Stained carpet \$200; Excessive Mess \$200.

**3. Overtime Policy:** Overtime will be permitted, upon vehicle availability. Availability of OT is not guaranteed. OT rates are non-negotiable and will be charged to the customer according to the GPS Tracking report for each vehicle. Chauffeurs do not have the ability to waive OT for any reason. OT is charged by the hr. not prorated per minute or half hrs. ***Client shall directly pay driver for the cost of all parking expenses, and tolls if applicable.***

**4. Liability Policy:** a) Client understands and accepts that Acts of God, unforeseen traffic situations and severe weather conditions can delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond the control of the limousine company, for which company shall not be liable to customer. There shall be no recourse for any of these types of occurrences. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or customer refuses the replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by customer. In taking action for vehicle replacement or in an emergency situation, the company reserves the right to sub-contract client's rental to another limousine service. b) Limousine Company will not guarantee its performance unless the minimum deposit is made. All outstanding balances must be paid in full prior to the service date. Customer agrees to pay a late charge of 2% per month for any unpaid balance or attributable damages, and shall reimburse Company for its costs of collection, including reasonable attorney's fees incurred. c) Vehicles are sold and/or updated at the discretion of management therefore; Limousine Company reserves the right to change, without notice, color and type of limousine to allow for any unforeseen schedule emergencies or in the event that a replacement vehicle is needed. ALL special requests including but not limited to color, chauffeur, and style of limousine are not guaranteed. No refunds or adjustments are issued for Limousine Company's inability for any reason to provide any type of complimentary services or amenities. d) Except in the willful misconduct or gross negligence of 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.

**5. Payment:** a) In the event that a Balance is due it must be paid to the driver upon arrival by cash. Any charges processed on a Credit Card (pre-arranged with the office) will require the Card Holder to be present upon arrival to supply verification Imprint and Signature. All balances paid by credit card will result in a 5% service fee. b) The minimum contract price is fixed once this contract is signed. Early dismissal, downsizing, or shortening of rental hours, will not adjust the price. There will be \$50 charge per each additional stop.

**6. Code of Conduct:** a) Aggressive, rude, belligerent or drunken behavior, as well as fighting, will result in termination of contract. 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. Limousine Company reserves the right to terminate service and/or discharge any passenger if any passenger interferes with the safe operation of the vehicle and driver's safety. b) Client understands that there will be NO EATING (with the exception of munchies: i.e. pretzel, cracker & cheese ONLY. NO cupcakes/cakes; NO chicken wings, NO pizza etc.). NO SMOKING in the vehicles or the trip will be TERMINATED immediately. \*\* NO SMOKING WHATSOEVER\*\* c) Person (S) under the age of 21 is prohibited from consuming any type of alcohol in our vehicles. d) Client agrees for his/her party will not exceed the passenger capacity of vehicle provided. Passenger capacity is for AVERAGE size adults.

**7. Prom Promise Agreement:** NO ALCOHOL ALLOWED; if any alcohol or drugs are found in the vehicle during service, the service will be terminated, parents will be contacted and vehicle to leave the premises and no refunds shall be issued. ONLY Parents are permitted to make Prom reservations - no student, even if over the age of 18, is permitted to contract a vehicle with ADC Bus Service. Prom reservations require 40% deposit, paid by credit card. Remainder balance to be prepaid at least 7 days prior to service by cashier's check or money order. If payment not received on time and a credit card charge is a must, there will be an additional 5% credit card processing fee on the total balance. Customer to tip driver. If driver does not get any tip, there will be a \$75 charge added to the credit card on file.

**8. Night Outs:** Itinerary required 48 hours prior to service. Driver will follow itinerary provided and no changes to be made the night of service. There will be absolutely **NO** staying on the bus during stops. Bus to stay clean or pay an Excessive mess fee of \$200. Customer to tip driver. If driver does not get any tip, there will be a \$75 charge added to the credit card on file.

**9. Cancellation and No-Show Policy:** ADC Bus Service requires 40% non-refundable deposit upon booking the reservation. The remaining balance will be charged 48 hours prior to the reservation date (unless prepaid by check or upfront in cash the day of). ADC Bus Service requires 7 days' notice prior to the reservation date to cancel a reservation or the remaining balance is non-refundable. Cancellation with less than required notice will result in a full charge, which will be placed on the credit card used for the reservation. Cancellation with more than required notice will result in a loss of the 40% deposit. All deposit used to hold a reservation is non-refundable. Cancellations must be in writing (emailed or faxed).

Client understands that Limousine Company does not give refunds at any time and for any reason. All deposits and payments applied to the contract become non-refundable. Client authorizes Limousine Company to charge any unpaid charges to the above credit card, and personally guarantees full payment.

***Failure to cancel your reservation immediately constitutes acceptance of these terms and policies.***

**10. Standard Liability Clause/Jurisdiction:** Claims or complaints must be reported in writing (via email or fax) within 48 hours. The Limousine Company will respond back within 7 days. Client agrees to bring all claims relating to this contract in the courts of Fairfax County, Virginia. Client further consents to jurisdiction in Fairfax County VA.

**Acceptance of Terms:**

Entry into a vehicle constitutes acceptance of these terms as well as authorization to charge the credit card on file for any fees or damages discussed herein.

By signing below, I agree to all the terms and conditions listed above:

Signature: \_\_\_\_\_ Date: \_\_\_\_\_