

**Presidential Limousines Service Contract**  
**636-451-3600/www.prezlimos.com**

These terms and conditions constitute a written agreement (“Agreement”) between you, the Customer, and EZRAF, LLC d/b/a Presidential Limousines (“PL”). By signing this Agreement, Customer is certifying that he/she is at least eighteen (18) years of age and has the capacity to enter into this Agreement. If Customer is signing this Agreement on behalf of Customer’s employer or another entity, Customer represents that: (i) he/she has full legal authority to bind the employer or legal entity on whose behalf Customer is acting; and (ii) he/she has read, understands and consents to the terms of this Agreement.

**1) Services:**

**1.1 Generally.** In accordance with the terms of this Agreement, PL agrees to provide, and Customer agrees to accept, transportation services (“the Services”). The Services may include, but not be limited to PL’s furnishing Customer with a PL vehicle and driver (“Chauffeur”) as further outlined by the terms of this Agreement.

**2) Terms:**

**2.1 Generally.** PL agrees to provide the Services for the price quoted and outlined in the Presidential Limousines Invoice (“Invoice”) made a part of this Agreement.

**2.2 Computation.** Unless otherwise agreed to in writing, all Services will be provided on an hourly basis. All charges are computed from the time of the scheduled pick-up or when Customer begins using the Services, whichever is first, until the end of Customer’s reservation or drop-off is complete, whichever is later. All stops requested by Customer will count against the Customer’s allotted time for the Services or Overtime Services.

**2.3 Gratuity.** Gratuities are appreciated by PL Chauffeurs. PL will inform Customer at the time of reservation whether or not a gratuity is included in the price quoted for the Services.

**2.4 Overtime.** Overtime is permitted subject to availability, at the sole discretion of PL, and is charged and billed in fifteen (15) minute increments (“Overtime Services”). All charges for Overtime Services must be paid in cash at the time of delivery or with Customer’s credit card on file with PL.

**2.5 Refunds.** PL will not refund any unused Services previously reserved by Customer except to the extent otherwise provided herein.

**3) Reservations:**

**3.1 Generally.** No Services will be considered reserved for Customer, and PL shall have no obligation to Customer, until PL receives the signed Presidential Limousines Agreement and Deposit.

**3.2 Substitutions.** In its sole discretion, PL retains the right to substitute the vehicle selected by Customer, if necessary, with another vehicle in our fleet of suitable size and quality.

#### 4) Payment:

**4.1 Generally.** This Agreement will not be binding until all applicable deposits have been paid and this Agreement has been signed and submitted. Customer must provide PL with a valid credit card regardless of payment method.

**4.2 Deposits.** A deposit of one-third (1/3) of the total amount due for the Services to be provided pursuant to this Agreement is required to secure the agreed upon time, date and vehicle selected by Customer. Reservations are strictly on a first come, first served basis. By placing your deposit with PL, Customer agrees to the terms of this Agreement and any Addendums that may apply. All deposits are NON-REFUNDABLE.

**4.3 Balances Due.** All remaining balances for the Services are to be paid in full seven (7) days prior to the date the Services are to be rendered. Unless other arrangements are made in advance, PL will charge Customer's credit card on file with PL for the full amount due seven (7) days before the date of the Services. If Customer is paying the balance by check, PL will need all funds for the Services tendered no less than fourteen (14) days prior to the date of the scheduled Services. Please note that PL accepts only CASH or CREDIT CARD on the day of the Services.

#### 5) Cancellations:

**5.1 Generally.** Cancellations with seven (7) days or less notice will result in a charge to Customer's credit card on file with PL for the full amount of the Services with no refunds available. Customer may adjust the pick-up and/or drop-off time and the vehicle at any time, subject to prior approval by PL. PL agrees to not unreasonably withhold consent to any such adjustments in its sole discretion. If PL cancels Customer's reservation for any reason, at any time, PL will issue a FULL REFUND.

**5.2 Uncontrollable Conditions.** Road construction, traffic, weather conditions and mechanical failure are beyond the control of the company and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of the company. PL reserves the final say in determining if the weather will compromise safety and will cancel accordingly. If the Services are cancelled due to conditions beyond the control of PL, Customer agrees to hold PL harmless and Customer acknowledges, understands, and agrees no liability exists beyond a FULL REFUND.

**5.3 Late Arrival.** In the event PL is late arriving for delivery of the Services pursuant to this Agreement for reasons not set for the above, PL agrees to provide an equal amount of time to Customer immediately at the end of the scheduled Services, if additional time is available, or refund the amount of the lateness at the overtime-equivalent rate.

#### 6) Rules of Service:

**6.1 Generally.** Customer is responsible for all conduct of himself or herself as well as his or her Guests, including any incidents, accidents, or personal injuries which may occur while occupying the PL vehicle. Customer and Guests must remain properly seated while the vehicle is moving at all times. Customer and his or her Guests will at all times abide by PL's judgment regarding safety of passengers and vehicle. PL reserves the right to terminate the Services for cause at any time with no refund of monies.

**6.2 Illegal Drugs and Underage Drinking.** PL maintains a zero tolerance policy toward illegal drugs and underage drinking in or around the PL vehicle or during delivery of the Services. Underage drinking or illegal drug use by Customer or any passenger in the PL vehicle will be subject to

immediate termination of the Services with no exception and NO REFUNDS. Absolutely no alcoholic beverages will be allowed to be consumed or used by any person not of legal drinking age at any time during the Services, including prior to departure and during delivery of the Services. Underage guests who drink before or during the Services release all claims of liability against PL. Customer and Guests of legal drinking age may bring their own alcoholic beverages in cans or bottles for personal consumption. However, if the group is predominantly a mixture of young adults over the age of 21 and less than age 21, then alcohol during the delivery of the Services is strictly prohibited.

**6.3 Food.** Customer assumes all responsibility for damage to the property of Customer, his or her Guests and PL caused by food or related items brought by Customer and his or her Guests, including extra and/or special cleaning of PL's vehicle. Beer kegs, red wine, Jell-O shots and any and all other drinks or food (e.g. popcorn, pretzels, chips) which may cause damage to the property of PL, or time consuming clean-up beyond ordinary use of the vehicle, in PL's sole discretion, are not allowed and specifically prohibited. PL and its employees have sole discretion as to whether particular drinks or beverage will be allowed in the PL vehicle. Styrofoam containers, cups, plates, or similar disposables are prohibited. Customer assistance in recycling plastic, aluminum, glass and metal is appreciated.

**6.4 Smoking.** No smoking is allowed in the PL vehicle at any time. Violation of this rule will result in a non-refundable \$250.00 fee which will be charged to Customer's credit card on account with PL. If any signs of smoking are detected, PL reserves the right to immediately terminate the Services WITHOUT REFUND. Smoking must occur a minimum of ten (10) feet from the PL vehicle.

**6.5 Behavior.** Threatening, rude, offensive or disrespectful behavior towards PL, its employees, other Customers or Guests will not be tolerated. Such behavior may, in PL's sole discretion, result in the cancellation of the Services with NO REFUNDS.

**6.6 Firearms.** Carrying or possession of firearms, fireworks or non-consumable combustible materials on or in the PL vehicle is strictly prohibited.

**6.7 Bodily Fluids.** Customer will be assessed a minimum fee of \$250.00 to be charged to Customer's credit card on file with PL for any interior cleaning and/or repair due to the expulsion, secretion or release of bodily fluids in the PL vehicle including, but not limited to vomit, urine, or feces.

**6.8 Vehicle Capacity.** Under no circumstances will PL allow the maximum passenger capacity of any PL vehicle to be exceeded. One passenger is either one adult or one child. USDOT and PL policy forbids PL from operating any vehicle if the stated maximum capacity is exceeded. Additional space for comfort purposes (especially during hot weather) and for carry-ons is recommended. It is strongly suggested that Customer consider this when selecting a PL vehicle.

**6.9 General Safety.** In its sole discretion, PL will not enter dangerous neighborhoods or areas, drive on muddy or unsafe roadways, soft sand or up steep driveways. Opening of the doors or hanging of objects or persons out of windows or sunroofs while the PL vehicle is in motion is strictly prohibited. PL reserves the right at any time within its sole discretion to cancel the trip and/or terminate the Services if it is determined that the safety of Customers, their Guests or PL employees is being compromised. NO REFUNDS will be given if such cancellation is for cause or due to the conduct of Customer and/or Guests as further set forth in this Agreement.

**6.10 Destruction of Property.** In the event there are any non-functioning features or components in the PL vehicle, Customer must notify PL immediately. All PL vehicles must be returned in the same condition as which it departed. Behavior of any Customer or Guest resulting in any damage of any nature to the inside or outside the vehicle will result in a corresponding repair fee. Customer is liable

and responsible for all damages to the vehicle, its features or components, including reasonable repair costs and loss of use, due to the conduct of Customer or Guests. An estimate for repair/replacement cost and loss of use will be presented to Customer when the damage has been assessed. Customer agrees and PL retains the right to charge Customer's credit card on file with PL for all repair/replacement costs or loss of use.

**6.11 Drop-Off and Pick-Up.** Customer agrees and understands that PL cannot always dictate where PL is allowed to drop-off, park and wait for pick-up of Customer and Guests. PL will attempt to accommodate all reasonable Customer requests for drop-off and pick-up. NO REFUNDS will be given for failure of PL to drop-off or pick-up Customer or Guests for reasons beyond PL's control. It is strongly recommended that Customer keep PL's driver's telephone number with him or her at all times to facilitate prompt communication and service.

**6.12 Unauthorized Passengers.** For the safety and security of PL, its Customers and Guests, and their property, only those passengers/guests identified and listed on the original manifest or Passenger Form will be allowed access into the vehicle at any time. No additional passengers or guests will be allowed access to the vehicle during the Services without prior permission from PL.

**6.13 Use of Emergency Exits.** Emergency Windows/Exits are provided in each vehicle solely for the safety of Customers and Guests. Customer agrees NOT to open or otherwise utilize an Emergency Window/Exit EXCEPT in the event of a real emergency. Failure to abide by this requirement will result in a minimum of a \$100.00 fee for each violation. Customer agrees and PL retains the right to charge Customer's credit card on file with PL for all fees assessed herein.

**6.14 Remedy for Violation.** In the event any Customer or Guest violates any provision under this Section, PL reserves the right, in its sole and absolute discretion, to (a) immediately terminate, WITHOUT REFUND, the Services to Customer; (b) charge Customer additional sums as set forth under the terms of this Agreement; and (c) any other action PL, in its sole discretion, is reasonable and necessary to cure and remedy the violation. PL has sole and absolute discretion as to choice of remedy for violation under this Section. Nothing in this Section shall be construed so as to limit any of PL's remedies at law or equity. Nothing in any provision of Section 6 of this Agreement shall be construed to limit PL's rights pursuant to other Sections of this Agreement.

## **7) Additional Terms and Conditions.**

**7.1 Lost or Stolen Items.** PL is not responsible for Customers' or Guests' personal items left in the vehicle during or after completion of the Services. This includes personal electronics. PL will inspect the vehicle after the Services and report any items found. It is the responsibility of the Customer to retrieve any items found in the vehicle following delivery of the Services.

**7.2 Attorneys' Fees/Indemnification:** Customer shall be responsible for all attorneys' fees and costs associated with enforcing any of the provisions contained in this Agreement. Customer agrees to indemnify PL against, and to hold PL harmless from and against, any and all claims, demands, liabilities and expenses, including attorneys' fees, arising from, or based upon, any breach or default by Customer of this Agreement, any act, omission, negligence or willful misconduct of Customer or Customer's Guests, agents, invitees, or anyone else for whom Customer may be responsible.

**7.3 Severability:** If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, or if any provision hereof is or becomes impracticable, the remaining provisions and the Agreement as a whole shall nevertheless continue in full force and effect without

being impaired or invalidated in any way, and the invalid, unenforceable or impracticable provision will be interpreted to best accomplish that provision's essential purpose.

**7.4 Assignment.** Customer may not assign this Agreement or any of Customer's respective rights, interests, duties or obligations hereunder without the prior written consent of PL.

**7.5 Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Missouri without reference to conflict of laws principles. Customer irrevocably consents to the jurisdiction of the state and federal courts of the State of Missouri and agrees to waive the defense that such courts lack personal jurisdiction over Customer. Customer further consents to the exclusive venue of the Circuit Court of Saint Louis County, Missouri, for all matters arising out of this Agreement.

**7.6 Indemnification.** Customer agrees to indemnify, defend and hold harmless PL from and against all liabilities, damages, and costs, including settlement costs and reasonable attorneys' fees, arising out of any claims, suits, causes of action, of whatsoever nature or kind, whether or not such injury is due to the negligence of PL, for damage to person or property caused by Customer or Guests.

**7.7 Entire Agreement.** This Agreement together with the Presidential Limousine Invoice constitutes the parties' entire agreement and this Agreement supersedes any prior or contemporaneous agreements.

**7.8 Limitations of Liability. CUSTOMER AGREES THAT PL SHALL NOT BE LIABLE TO CUSTOMER FOR SPECIAL, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES, AND CUSTOMER HEREBY DISCLAIMS SUCH DAMAGES TO THE FULL EXTENT SUCH MAY BE DISCLAIMED, EVEN IF PL HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF PL. IN NO EVENT SHALL PL BE LIABLE FOR ANY LOSS IN EXCESS OF THE PRICE PAID FOR THE SERVICES FOR ANY REASON WHATSOEVER.**

I have read, understand and agree to the Terms of Service of PL. I understand I am responsible for informing all other passengers of these rules and accept responsibility for myself and my guests.

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Please return a copy of this page as soon as possible with your Name, Signature and Date to PL at [info@prezlimos.com](mailto:info@prezlimos.com) or 636-821-8625 (fax).