

ARTI LIMOUSINE. - TERMS AND CONDITIONS

1. **Effective Time of Contract.** Quotes & Invoice/Contracts provided by Arti Limousine's are based on availability of vehicle(s) and driver(s) from within our network at the time of provision of such quote. Failure of Customer to sign and fax back Invoice/Contract promptly can result in unavailability. Further, Arti Limousine shall reserve the right to decline provision of services in the event that a worthy operator cannot be confirmed for Customer's service. Customer does not have a binding commitment on the part of Arti Limousine until (i) Customer's signature on the Invoice/Contract and these terms and conditions is received by Arti Limousine, and (ii) Arti Limousine has received confirmation from the transportation service provider that appropriate vehicle(s) and driver(s) are available for Customer's event. Confirmation may occasionally require more than one day.
2. **Payment.** Final payment for charter service is due and payable at least thirty (30) days in advance of the first date of service. In the case of bookings more than 30 days prior to the Event, a 20% deposit should be paid upon confirmation of the service. When making payment, Customer should indicate on its check or other mode of payment, the Invoice/Contract number to insure proper credit. Customers will be billed an administrative and handling charge of four percent (4%); however, this fee will be waived for payments made by check, certified funds, money order or wire transfer. Customer shall pay all costs of collection and enforcement by Arti Limousine, including, without limitation, attorneys' fees and court costs.
3. **Standard of Care.** Our service providers are carefully selected. Arti Limousine confirms that all transportation service providers in its network are registered and insured and have no unsatisfactory ratings with the Federal Motor Carrier Safety Administration and the Better Business Bureau: and/or are listed as an approved carrier on the Surface Deployment and Distribution Command website of the U.S. military. Further, all drivers are confirmed as safe drivers by our providers. Equipment furnished by the service provider is inspected before being assigned to the charter service for mechanical reliability. The vehicles provided will accommodate the number of passengers specified in Customer's order.
4. **Itinerary; Extended Day Trips.** Customer must provide Arti Limousine with complete itinerary information no later than seven (7) days prior to service. Failure to provide such information may result in cancellation of your contract and forfeiture of ten percent (10%) of the amount of the contract. Prices are subject to change based on the final itinerary. The Customer is responsible for reserving and paying for a room for each driver.
5. **Changes; Additional and Unforeseen Costs.** Any change in service at the request of the Customer that results in an increase in miles or hours over that of the contracted service shall result in an additional charge. Customer agrees to sign trip sheet upon the request of the driver for confirmation of service completion time. Tolls, parking charges, driver accommodations in the event of an overnight trip, etc., will be the responsibility of the Customer unless otherwise stated. Metropolitan Shuttle will notify the Customer of any anticipated additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Customer. When the nature of the charter trip is such that a greater than normal amount of time and material will be necessary to clean the vehicle properly upon its return to garage, Arti Limousine, at its option, may require additional cost to cover such additional time and materials.
6. **Personal Items of Passengers.** Customer hereby acknowledges that neither Arti Limousine nor the service provider shall have any responsibility whatsoever for any personal property of the passengers. Baggage and all other personal property will be handled only at passengers' own risk. Passengers' baggage shall be carried subject to the available accommodations (as determined solely by the service provider) provided by interior and/or exterior racks. Personal items of passengers are loaded and transported at the sole risk of the passengers.
7. **Damage to Transportation Equipment.** Customer hereby agrees to assume responsibility for and to reimburse Arti Limousine for the costs associated with any damage to the transportation equipment/vehicles supplied by or through Arti Limousine caused by passengers.
8. **Objectionable Persons.** Arti Limousine and its service providers reserve the right to refuse to transport persons under the influence of intoxicating liquor or drugs, or who are, or are likely to become, objectionable to other persons or if the driver feels threatened in any way.
9. **Conduct of Passengers.** Passengers shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle.
10. **Fire Arms, Explosives And Fireworks.** Possession of firearms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on any vehicle provided hereunder.
11. **Binding Authority.** Customer represents and warrants to Arti Limousine that the undersigned signatory, signing on behalf of Customer, has the authority to bind the Customer and that these Terms and Conditions shall be a valid, legally binding obligation of Customer. In the event that these Terms and Conditions are not signed and returned to Arti Limousine, payment by Customer shall constitute Customer's acceptance of and agreement to these Terms and Conditions.

12. LIMITATION OF LIABILITY. CUSTOMER AGREES THAT Arti Limousine 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 Arti Limousine HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, EXCEPT IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF METROPOLITAN SHUTTLE. IN NO EVENT SHALL METROPOLITAN SHUTTLE BE LIABLE FOR ANY LOSS IN EXCESS OF THE PRICE PAID FOR THE CHARTER FOR ANY REASON WHATSOEVER. ANY AND ALL COMPLAINTS MUST BE SUBMITTED IN WRITING WITHIN FIVE (5) BUSINESS DAYS AFTER THE DATE OF THE EVENT OR SHALL BE WAIVED BY CUSTOMER.

13. Force Majeure. The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. Service providers are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Unusual road, traffic, and weather conditions are beyond the control of Arti Limousine and the service provider, and delays occasioned by same will not be the responsibility of Metropolitan Shuttle or the service provider. Arti Limousine shall not be liable to Customer for delay or non-performance resulting from mechanical failure, road or weather conditions, labor difficulties, or any other causes or circumstances beyond its control.

14. Cancellation Policy. Cancellations must be received in writing by either fax or email. Customer shall receive a full refund for cancellations made more than 14 days prior to date of service. There shall be no refund, however, for cancellations made within 14 days prior to date of service. A change in date of service shall be deemed a cancellation.

15. Prohibited Items: The following items and activities are prohibited without the written consent of the Company: (i) Decorations; (ii) Alcoholic Beverages (a fee, per bus, may be required if alcoholic beverages are allowed by Arti Limousine and the service provider); (iii) Smoking; (iv) Glass containers; (v.) Golf shoes or other shoes with spikes; (vi) Fuel containers; (vii) Generators. No tap beer is allowed on any vehicle.

16. ADA / SPAB NOTICE. Any group that requires an ADA accessible or SPAB Certified bus and driver is requested to inform Metropolitan Shuttle in writing at the time of the reservation.

17. Copyright Notice. VCR/DVD equipment is installed on some of the over the road motor coaches. Request for VCR equipped coaches will be honored to the best of our ability, but is not guaranteed. Only non-copyrighted videocassettes are permitted. The following is important information from a Summary Statement prepared by the Film Security Office of the Motion Picture Association of America Inc. provided for your information:

By law the prerecorded video cassettes available in stores throughout the United States are for HOME USE ONLY. The U.S. Copyright Act grants to the copyright owner the EXCLUSIVE right among others, to perform the copyrighted work publicly (U.S. Code Title 17, Sections 101 and 106). Even performances in semipublic places such as clubs, lodges, factories, summer camps, and schools are public performances subject to copyright control. Companies, organizations and individuals who wish to publicly exhibit copyrighted motion pictures and audiovisual works MUST secure a license to do so. Arti Limousine AND ITS SERVICE PROVIDERS DISCLAIM ANY AND ALL LIABILITY FOR THE SHOWING OF COPYRIGHTED VIDEOCASSETTES. This requirement applies EQUALLY to profit making organizations and non-profit institutions. Purchases of prerecorded videocassettes and videodiscs do not change their obligations. In addition, public performance of videotape recordings made from televised motion pictures is a multiple copyright infringement.

17. Miscellaneous.

A. Governing Law. The rights and obligations of the parties hereto shall be interpreted, construed, and enforced in accordance with the laws of the State of California. Customer irrevocably consents to the jurisdiction of the state and federal courts of the State of California and in any dispute arising out of these Terms and Conditions agrees to waive the defense that such courts lack personal jurisdiction over Customer.

B. Counterparts; Facsimile. These Terms and Conditions may be executed in separate counterparts, each of which shall be deemed an original and both of which shall together constitute one and the same instrument. For the purposes of this Agreement, facsimile signatures shall be treated as original signatures.

C. No Trial by Jury. Arti Limousine and Customer each agrees to waive all rights to trial by jury in any claim, action, proceeding or counterclaim by either party against the other on any matters arising out of or in any way connected with the Event or these Terms and Conditions.

D. Entire Agreement. These Terms and Conditions, together with Arti Limousine 's Invoice/Contract, constitute the entire agreement of the parties with respect to the subject matter hereof, and supersedes any other promises, representations, or conditions in any other agreement, whether oral or written. These Terms and Conditions may be modified or amended only in a written instrument signed by both parties.

E. No Assignment. The Customer may not assign this Agreement or any of its respective rights, interests, duties or obligations hereunder without the prior written consent of Arti Limousine. Arti Limousine may assign this Agreement and any of its rights, interests, duties or obligations hereunder without the prior written consent of the Customer.

Customer:

Date:

Client Name: (Please print)

Invoice/Contract Number: