

## Limousine Service Rental Agreement

between 5615969 Manitoba Ltd. operating as 38 Limo Services ("38 Limo") and the "Client"

**Client Name** \_\_\_\_\_ **Event Date and Time** \_\_\_\_\_

**Phone #** \_\_\_\_\_ **Number of Passengers** \_\_\_\_\_

**Rental Cost (Plus PST & GST)** \_\_\_\_\_ **Deposit** \_\_\_\_\_

The Client agrees to be bound by the following terms and conditions:

- 1. Credit Card:** 38 Limo requires a major credit card to process any and all reservations. Final payment must be either by way of cash or credit card.
- 2. Reservations:** The limousine will not be reserved until the Client signs and delivers this contract to 38 Limo. The contract can be faxed to (204) 388-5266.
- 3. Responsibility:** 38 Limo shall not be held responsible for any cancellation or late arrival, howsoever caused.
- 4. Extra Stops/Passengers:** The rental cost quoted is a flat rate for all pickups and dropoffs booked at the time Client makes his/her reservation. All extra stops, including restroom stops shall be charged an additional \$15.00 per stop. The rental cost quoted is based on the number of passengers indicated by Client at the time of booking. If the number of passengers increases then the Client will be required to pay \$\_\_\_\_\_ for each additional passenger. The minimum number of passengers stipulated at the time of booking shall be paid for, regardless of the number of passengers picked up. 38 Limo also charges for unexpected waiting time.
- 5. Extra Time:** The rental cost quoted is a flat rate for the period of the rental indicated by Client at the time of booking. Extra time will be charged directly to the credit card below at \$150.00/hour (minimum 1 hour charge will apply).
- 6. Rate:** All limousines are quoted subject to availability at the time of booking. A deposit of 50% of the rental cost is required at the time of booking and the remaining 50% shall be "pre-authorized" by way of credit card. The "pre-authorized" balance is to be paid prior to the commencement of the service.
- 7. Disorderly Conduct:** The Client is responsible for all passengers in the limousine and for any and all damage to the interior and/or exterior of the limousine. The Client shall incur a minimum charge of \$150.00 for replacement of any broken items and repair of any damage to the limousine. The Client shall ensure he/she and all passengers behave in an orderly manner. 38 Limo reserves the right to expel any passenger from the vehicle and/or terminate its obligation in the event of a breach of contract of any of these conditions by any passenger. In the event of such early termination, no portion of the rental cost shall be refunded. All fees for damages will be assessed to the credit card on file after a determination of all charges involved.
- 8. Personal Items:** 38 Limo does not take any responsibility for any personal items that are left in the vehicle during or after completion of the limousine rental service.
- 9. Alcohol/Drugs:** There shall be no consumption of alcohol, use of drugs or use of tobacco in any form in the limousine.
- 10. Illegal Acts:** 38 Limo and its representatives assume no responsibility for any acts, illegal or otherwise, of the Client and the passengers in the limousine.
- 11. Refusal of Service:** 38 Limo reserves the right to refuse service for any reason whatsoever.
- 12. Gratuity:** Any driver gratuity (recommended 15%) is in addition to the rental cost.
- 13. Substitution:** 38 Limo reserves the right to substitute and/or outsource the limousine at its own professional discretion and cannot be held liable due to accidental or mechanical failures on or before date of reservation.
- 14. Cancellation policy:** All cancellations made within 72 hours of booking the reservation shall not incur any cancellation fees, and the Client shall be entitled to full refund of any deposits made (unless the reservation is made for an event that is less than 72 hours away and in which case the Client shall be charged the full rental cost). Any cancellation made after 72 hours of booking, but before 7 days prior to the date of the event, shall cause the Client to be charged \$150.00. Any cancellation made less than 7 days before the date of the event will cause the Client to be charged the full rental cost.
- 15. Indemnity:** The Client hereby agrees to indemnify 38 Limo and agrees to hold 38 Limo harmless from and against any and all losses, liabilities, damages, injuries, costs, expenses and all claims of any and every kind whatsoever including, without limitation, any liability, paid, incurred or suffered by, or asserted against, 38 Limo for, with respect to, or as a direct or indirect result of the provision of the services as contemplated herein or from any act or omission on part of the Client or any passengers in the limousine and for other persons for whom the Client is at law responsible.

I declare that I am over the age of 18 and I have read the full agreement and understanding of the terms and conditions described above. I accept full responsibility for all passengers and for other persons for whom I am at law responsible. I accept sole responsibility for any violation of this contract. No other promises have been made or implied to me. I hereby give my 100% authorization to 38 Limo to debit my current credit card on file according to the terms herein.

Authorized Signature of Client: \_\_\_\_\_ Date: \_\_\_\_\_

AS OUTLINED IN THIS RENTAL AGREEMENT I, \_\_\_\_\_, HEREBY AUTHORIZE 38 LIMO AND/OR ITS AGENTS TO CHARGE ALL EXPENSES TO THE FOLLOWING CREDIT CARD FOR THE RENTAL COSTS DESCRIBED IN THIS RENTAL AGREEMENT, INCLUDING ANY AND ALL CHARGES PURSUANT TO SECTIONS 4, 5, 6, 7, 14 and 15 HEREIN.

**Name on Credit Card** \_\_\_\_\_ **Company Name** \_\_\_\_\_

**Card Type** \_\_\_\_\_ **Card Number** \_\_\_\_\_

**Cardholder's Signature** \_\_\_\_\_ **Expiry Date** \_\_\_\_\_