

RENTAL AGREEMENT

Service Terms and Conditions

GENERAL

Vehicle will not be reserved until this rental agreement has been received by A2Z Limos, and a signed contract with payment arrangements have been made. This agreement can be faxed to (214) 747-5466 or submitted via email to: sales@a2zlimos.com. Please keep a copy for your records.

VEHICLE

A2Z Limos shall make every effort to provide a vehicle that is identical (in terms of model, size, color, etc.) to the customer's REQUEST. However, A2Z Limos does not GUARANTEE that an IDENTICAL vehicle will be available for customer's use, and shall not be liable if an IDENTICAL vehicle is not available on the date of service. A2Z Limos does not GUARANTEE the year, color, passenger capacity, model, type, or brand of vehicle. A2Z Limos will, at its discretion, dispatch a vehicle subject to availability on the day and time of service.

SEATING CAPACITY

Our vehicle capacity is rated on average size person. Our vehicles have a seat width of 17.5 inch per passenger. The customer is responsible for larger than average guests, and should plan accordingly. If you have larger people in your party, you will need to compensate people for room. If you need more than one vehicle to accommodate your party, please contact us to make those arrangements. A2Z Limos shall not be liable for refunds in connection with or arising out of seating capacity.

DEPOSIT

All reservations require a non-refundable deposit. A deposit must be made in order to confirm all reservations. Guests may prepay by cash or check for the minimum order, or they may authorize the use of their credit card by faxing or emailing our Credit Card Authorization Form.

PAYMENT

The customer authorizes A2Z Limos Limousine to charge any additional charges after they have rendered services to the customer's credit card as supplemental charge. A 25% service charge will be added to your total charge. Customer agrees to have A2Z Limos Limousine get an authorization for credit card charges listed on the contract. If the card is declined, we have a legal right to go and collect money in court. Once you sign the contract it cannot be cancelled. If any payment due hereunder will be unpaid (7) ten days before due date, hereon A2Z Limos Limousine will have the right to add and collect late charges with interest at maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.). Necessarily injuries by reason of such non-payments, I the credit card holder / customer agree to pay A2Z Limos Limousine upon signing of this contract. In case of non-payment or any disputes of charges, I Agree and fully authorize the charges to be put on my credit card provided.

CANCELLATION

Cancellations are subject to penalties. Any deposits (cash, checks or credit card authorization) will be non-refundable for any reason, if any cancellation occurs from renter's side. Cancellations made within 1 month prior to service date will not be responsible for the remaining balance – you just lose a deposit. Any contracts canceled within less than 1 month prior to the service date will be responsible for the full amount of the balance due.

DRIVE TIME

Charges begin from the scheduled time of pickup and continue until the minimum order has been fulfilled or until the last drop off, whichever is greater. In the event that the customer wants to change the time of the itinerary, they may do so, only if A2Z Limos Limousine can accommodate other clients that booked with A2Z Limos Limousine prior to or after the said time. Extended times for all rentals must be cleared with the chauffeur in advance and are subject to availability

COMPLAINTS

If, for any reasons, the customer is not fully satisfied with the services received, the customer has 12 hours after the completion of the job to file a complaint in writing. If A2Z Limos does not receive the customer's written complaint in the above stated time frame, the customer agrees that there was valid complaint and is fully satisfied with the services they received and will not file any complaint against A2Z Limos with any official bureaus. Filing a written complaint insures both parties fully understand what the problem was. The customer will be contacted within (7) seven business days of the complaint to settle the matter. The customer understands that this is a separate case from the main contract and therefore will not dispute the payments authorized to A2Z Limos.

DELAYS

Additional time due to traffic, weather, construction, etc is not the responsibility of A2Z Limos and may be charged at our discretion. The customer should make allowances for anticipated delays and adheres to the agreed time schedule. If any of our 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, weather delays, road closures etc., we will use our best efforts to notify the customer of these conditions and resulting delays or changes.

DAMAGES

The following damages will be assessed by A2Z Limos for the following violations: (a) Spills, burns, vomiting: \$500; (b) Burn/Tear in headliner or seat: \$500 each; (c) Burn/Tear in Door Panel: \$500; (d) Burn/Tear in carpet: \$300; (e) Broken/Missing decanters: \$50 each; (f) Broken/missing glasses: \$15 each; (g) Damages to amenities or exterior – to be determined by management based on nature and severity of damage.

CLEANING

Should the customer or their passengers vomit or leave other bodily fluid in the vehicle, the customer will be charged \$500 directly to the credit card on file. A2Z Limo's chauffeur will gladly pull over at any time – as long as it's safe – when instructed to do so. Similarly, the customer's credit card shall be

charged \$500 for any spills, and or burns in interior, etc... that require excessive clean up. This fee is necessary to cover costly cleaning charges, and the time the vehicle cannot be used. Customer authorizes their credit card on file to be charged immediately if this were to so happen.

SMOKING

All chartered vehicles must remain smoke free at all times. Any party found smoking will be charged a \$400 minimum fee, and at the discretion of the driver will result in termination of service with no refund.

EQUIPMENT

Since A2Z 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. A2Z Limos guarantees, that all our vehicles are constantly checked to keep the highest possible standards and eliminate such failures as much as possible. A2Z Limos have the right to upgrade the vehicles or switch the vehicles to the equivalent value vehicle in case of emergency breakdown or if the vehicle are involved in a accident. As stated, this will only happen in emergencies. No additional charges will occur on customer side if upgrade is made without customer request. If emergency vehicle upgrades are made, it will not affect the contract and / or payment of contract. Customers therefore accept that a replacement vehicle may be substituted if the contracted vehicle becomes unavailable for any reason. A2Z Limos reserves the right to terminate any reservation without refund, if the operator or the dispatcher on duty feels that the customer or the customer's guest is putting the operator or the mode of transportation or any passenger in danger of injury. This is without exception.

ALCOHOL

A2Z Limos 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. It is unlawful for minors (under age 21) to possess alcoholic beverages and such behavior will result in immediate termination of service with no refund. Authorities and parents will be notified. Guests of legal drinking age are welcome to bring their own alcohol in vehicles, at the discretion of the chauffeur. A2Z Limos reserves the right to terminate this privilege at any time during service, at which point alcohol will be kept in the trunk of the vehicle until the end of the service.

ILLEGAL DRUGS

All chartered vehicles must remain drug free at all times. The chauffeur has every right to search customer's bags that are on the vehicle for illegal substances at any time. Any customer or customer's guest found using illegal drugs will result in local law enforcement notification and immediate termination of service with no refund. All U.S. law enforcement agencies have absolute power to stop any motor vehicle for administrative searches.

BEHAVIOR

Illegal activities, rough behavior, sexual activities or lewd acts are not allowed in the vehicles at any time and will result in termination of service with no refund. Authorities will be notified if appropriate. Passenger(s) must give respect and full attention to the driver. Driver has the right to terminate the contract right away on the spot if he or she feels that they have been disrespected. A2Z Limos will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion or at a standstill.

FOOD

Eating is not allowed in vehicles.

PROPERTY

We will not be held responsible for any lost, stolen, or damaged articles left while the customer is in or out of the vehicle. A2Z Limos reserves the right to charge a delivery fee for returning lost items if found. The rate will be equal to the rate of a Point-to-Point transfer to your location plus 25% Service Charge.

ADDITIONAL FEES

The customer further agrees to pay additional charges incurred such as tolls, parking and etc.

ADDITIONAL SERVICES

No additional service will be performed without payment or if approved by management the signature of the party responsible for authorizing payment of any additional charges that may be incurred. The signature and address must be clearly indicated on the driver's copy if approved by management. The customer will be invoiced for additional charges and payment is due upon receipt of the invoice. Additional service can only be provided if available.

PROM

A2Z Limos allows up to 3 pickups / 3 drop offs (excluding a stop for a prom and after prom). Any additional stops - \$35/Sedan limos or \$50/SUV limos per stop. If you wish to have UNLIMITED stops – there is an extra \$250 charge – please ask the representative. Once the vehicle picks all students up it goes to the prom location. Vehicle stays at the prom location while students are at the prom (there is no riding around for students not even to the store, etc.). After the prom, vehicle can make 1 stop for the party before it starts making drop offs (3 maximum). Vehicles do NOT drive around. Each vehicle needs a destination. Each additional stop will be \$35/Sedan limos or \$50/SUV limos extra per stop. There is no breaking apart of the group for the After-Prom Party. Vehicle stays where the majority of the group got off for the stop. There is no riding around to other locations while most of the group got off at the stop. As with all contracts, the rental contract between the mentioned person as renter and A2Z Limos is made with the information and the terms given to us. Contracted price is set for contracted pickups, addresses, time and number of passengers. As indicated in the contract, any extra un-accounted passengers traveling in the vehicle are subject to extra charge or denial on getting onboard. All of the given information from the renter is binding and cannot be changed without A2Z Limos acceptance. If the contract is cancelled or accepted after it is signed, A2Z Limos is still authorized to collect the remaining balance in full, if the car was not re-rented again on the cancelled date for the same or higher

amount. The credit card holder gives authorization to use the credit card information. If the customer doesn't pay the full amount of the balance A2Z Limos will not start the job. Therefore the risk of not getting paid will give us the right to cancel. The customer is still fully responsible to pay the total amount as he failed to provide the above requirements. A2Z Limos rates are billed, including, applicable fees and a 25% service charge. If you feel that you would like to provide an additional gratuity to the driver it is at your sole discretion. If you choose to provide an additional cash gratuity; it is at your sole discretion, and is in addition to the 25% you have already paid for. You will not receive a full or partial refund for the 25% Service Charge by providing a cash tip to the Chauffeur. A2Z Limos cannot guarantee the availability of additional hours for any extended time.

LEGAL FEES

In the event that A2Z Limos shall find it necessary to employ an attorney to enforce any covenant, term or condition of this contract, customer agrees to pay A2Z Limos the reasonable attorney's fees, expenses and costs related thereto, including, but not limited to, costs of court, thereby incurred by A2Z Limos. The venue of any cause of action arising out of this contract is hereby set by the parties to be in a court of competent jurisdiction in Dallas County, Texas, and this contract shall be performable in its entirety in Dallas County, Texas. This contract shall be construed under the laws of the State of Texas.

OTHER

Customer and customer's guest agree to conduct themselves in an orderly and well-behaved manner. A2Z Limos reserves the right to expel any person from the vehicle, and to terminate service for disrespect, lewd conduct, objectionable behavior, or harassment of any sort occurs. In the event of such early termination, no portion of the fees shall be refunded. Customer acknowledges that by using the vehicle and employing A2Z Limo's services, customer has found all the terms and conditions listed on this agreement to be acceptable.

This is the entire agreement between customer and A2Z Limos. Any changes or modifications to the agreement must be made in writing and signed by customer and A2Z Limos. No oral statements to the contrary or verbal modifications are valid. In the event any part of this contract is declared unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

Customer indicates their agreement to and understanding of this contract by signing this agreement. A2Z Limos does not guarantee its product and services fit a particular purpose or fitness. A2Z Limos makes no express or implied warranty with regard to services offered on their merchantability or their fitness for any particular purpose. Services are made available solely or on "as is" basis and the entire risk as to their quality and performance is with the customer.

Should A2Z Limo's services and products prove defective, the user (and not A2Z Limos) shall bear the entire cost of all necessary correction and all incidental or consequential damages. A2Z Limos shall not be liable for any incidental or consequential damages in connection with or arising out of the furnishing, use, or performance of our company services.

If the vehicle rental is to be by a minor under the age of (18) eighteen this agreement must be signed by either a parent or legal guardian over the age of (18) eighteen.

The customer declares they are over the age of (18) eighteen and sign with full agreement and understanding of the terms and conditions described above. Customer also accepts full responsibility for other persons their party.

Printed Name: _____

Signature _____ **Date:** _____