

Aquarius Limousine and Party Bus Service Inc.
Live in Your World and Ride in Ours
1621 N Windsor Drive
Arlington Heights, IL 60004
800-203-0229

TERMS AND CONDITIONS OF HIRE

The following Terms and Conditions for Aquarius Limousine and Party Bus are designed to protect the Client as well as our company. In order to insure that we provide you and your guest with the finest quality service you deserve, we ask that you read these Terms and Conditions carefully and to please sign your agreement below:

Aquarius Limousine and Party Bus assumes no responsibility for personal belongings left in the vehicle during or after service has been rendered.

The Client will be assessed the following surcharges for Losses/Damages to the vehicle when in use for any of the following:

- * Broken and/or Missing Glass Wear \$ 10.00 each
- * Broken and/or missing Decanter \$ 80.00 each
- * Damaged/Ripped and/or Burnt Interior \$ 300.00 minimum
- * Spillage or Vomit (No Orange or Tomato Juice) \$ 300.00 minimum
- * Extra Cleaning of Motor Limos \$ 150.00 minimum
- * Cleaning and Reconditioning
Caused by smoking, Food Flowers, Sand and Mud \$ 100.00 minimum

If any repairs require the vehicle to be taken out of service, the Client is obligated for the cost of Lost Revenue, at a minimum of \$ 300.00 per Day.

Thank you for you reservation. We sincerely hope that your ride with Aquarius Limousine and Party Bus will be enjoyable.

Contracted Services are to be provided on above date, following the above itinerary. Additional hours shall be billed at the Contracted Rates. Any overages are billed by the hour. Payment is due in full upon arrival. A 75% refund is given for any cancellations prior to 7 days of your Event Date. No refunds shall be given if your Reservation is less than 7 days out. This includes, but is not limited to, any itinerary changes, such as Delays, Cancelations, or Changes.

Curbside pickup is standard for all Airports, unless other arrangements are made. Call 800-223-0229 to dispatch the vehicle from the holding lot. Baggage meet can be arranged at an additional expense. The driver will wait one hour past the scheduled pickup time before departing. You must be on board the vehicle by within one hour of your scheduled pickup time. You will be charged in full for these services, without giving prior notice, before the driver is dispatched. All changes must be done in writing and initialed by the Client and Aquarius Limousine and Party Bus.

A \$ 400.00 minimum Cleaning/Damage/Tobacco Usage/Out of Service per day fee will be imposed if any such occurrence happens. This is a Contract of Service. Please review for accuracy. By giving us

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your Credit Card information and/or checking below, you agree on the above terms. We must have a Credit Card on File to complete your Reservation. All charges to your Credit Card may be billed 72 hours before your event start time.

***** Accept for bid for a limo these charges are charged upon acceptance of bid by Aquarius Limousine and Party Bus – no refunds, cancellation nor changes can be made to reservation*****

IF YOU AGREE TO These TERMS please sign below

Client's Signature _____ Date _____

Terms and Policies

Payments

A Credit Card (American Express, Discover, Master Card and Visa) is the standard accepted and agreed upon payment method and must be on file prior to reservation's confirmation. The credit card on file will be used for all charges, unless otherwise indicated. A 20% gratuity is added to all limousine services unless otherwise indicated in writing in the reservation. Charges will reflect costs incurred while performing transportation services for reservations placed with Aquarius Limousine and Party Bus Inc. (ALPB) by the Client, its agents, and any individuals requesting transportation as an authorized employee of the Client and will reflect costs including but not limited to trip charges, tolls, parking, and gratuity. Client is responsible for the full payment of any overtime charges, beyond the original reservation agreement. Overtime is charged in 1 hour increments and begins at 15 minutes into the hour. The time of limousine service ends when all passengers and belongings are removed from the vehicle and the limousine is clear to drive off.

Cancellation Policy

A cancellation fee equal to 100% of the total trip cost, including Gratuity, is charged to the credit card on file for any cancellation that is made less than Seven (7) days before the scheduled pickup time. All cancellations before seven (7) days of your event start time will be reimbursed 75% of the balance due.

Once a **bid** has been received and accepted by ALPB and an email confirmation of said reservation has been returned to the Client, the total number hours of limousine service cannot be reduced, neither altered nor canceled. All limousine runs are booked according to the Client's reservation form

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and are reserved for that time period, allowing us to book other limousine runs, before or after, depending on Client's reserved time.

If your limousine service ends early for any reason, you will be charged for the total amount specified in the original limousine booking form given to ALPB by the Client.

No Show Policy

If a Client fails to show at the designated location for which a scheduled reservation has been made, a No Show Fee equal to 100% of the total trip cost, including gratuity, is charged to the credit card on file. This includes any cancellations after a chauffeur has reached or is in route to a reservation's location.

Deposit Policy

A non-refundable deposit of 30% is required for all Specialty vehicle reservations and is charged to the credit card account on file.

Subcontracting Policy

Aquarius Limousine and Party Bus Service reserves the right to subcontract any limousine service booked and confirmed with ALPB to our affiliate limousine companies should the need arise. We also reserve the right to supply the credit card information, submitted on our reservation form, with said affiliate limousine companies to cover the cost of limousine service.

No Smoking, Food or Flowers Policy

All of our cars are non-smoking. Client agrees that there will be no smoking in our vehicle(s). If smoking does occur, client will be charged a \$ 300.00 fee. No transporting or eating of food is allowed in our vehicles. \$ 100.00 - \$ 300.00 fumigation/cleaning fee are charged if food enters the vehicle. No flowers or floral arrangements are allowed in our vehicles. \$ 100.00 - \$ 300.00 fumigation/cleaning fee are charged if flowers enter the vehicle.

Luggage

Luggage is to be loaded and unloaded by the chauffeur in order to protect the vehicle and passengers from harm or damage. Clients and/or Guests who damage the vehicle by loading/unloading the luggage without chauffeur assistance are liable for repair of all damages.

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Lost and Found Policy

Aquarius Limousine and Party Bus, or its drivers, are not responsible for lost or stolen items. Aquarius Limousine and Party Bus will make all possible attempts to retrieve and return.

Special Amenities Policy

Our professional chauffeurs provide ice, soft drinks and bottled water for all passengers and if requested ahead of time, your choice of a bottle of Champagne or Wine at an additional charge. Client agrees that any passenger under 21 years of age shall not consume alcoholic beverages.

Other Policies

Client agrees that no illegal drugs will be used, transported or consumed in our vehicle(s). Clients agree that the passenger capacity of any vehicle provided shall not be exceeded. In case of misconduct or Drug use by Client or their party, or if Driver is or feels threatened, Driver has the right to terminate limousine service and this agreement without any refunds and drop all passengers off at the nearest safe location. Client holds Aquarius Limousine and Party Bus harmless and not liable for any personal or material damages arising from the conduct of Client and/or their party. Client is responsible for damages to the vehicle committed by Client or their party during service, either willfully or accidentally. Any actions that cause damage on our vehicle(s) can result in extra charge, at least \$ 100.00 or more. If anything is lost or stolen inside the vehicle, there is a \$100.00 minimum replacement fee. If anyone gets sick and vomits on the inside or outside the vehicle, there is a \$ 300.00 minimum clean up fee. Replacement of the carpet will be charged to your credit card if the vomit cannot be completely removed. If passengers are minors, the divider stays open and a phone number(s) of one or more of the minors' parents must be provided to the driver prior to the start of service. If any under age drinking or drug use occurs, the service will be terminated immediately with no refund. The minors will be returned to the original pick up location and the parents will be called.

Waiver

If one party agrees to waive its right to enforce any term of this agreement, it does not waive its right to enforce such term or any or all other terms of this agreement at any other time. Aquarius Limousine and Party Bus does not guarantee arrival at or departure from any point at a specific time due to circumstances beyond its control such as accidents, breakdowns, traffic and road conditions, storms, etc. and shall not be held liable for claims resulting in delays from such conditions. Aquarius Limousine and Party Bus cannot be held responsible for delays or inconveniences due to unknown and/or unforeseen mechanical failures or situations deemed as "Acts of God." Aquarius Limousine and Party Bus reserves the right to substitute the contracted vehicle in the event of such an occurrence mentioned above with a vehicle of like kind and quality. Client waives all claims for consequential damages and agrees that liability shall be limited to the costs accrued to Aquarius

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Limousine and Party Bus for the disputed service. Downtime will be prorated according to the contracted rate.

Indemnification and Hold Harmless

Aquarius Limousine and Party Bus and Client each agree to defend, indemnify, and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorneys' fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Aquarius Limousine and Party Bus or Client pursuant to the performance of each party's obligations hereunder. Aquarius Limousine and Party Bus and Client each agree to defend, indemnify, and hold harmless the other party for any claim, action, cause of action, and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this contract, except for the willful misconduct or gross negligence of the other party.

Litigation

If any provision of this agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this agreement and shall not affect the validity and enforceability of any remaining provisions. Regardless of the place of this agreement, the Client agrees that any disputes arising from this contract will be litigated or arbitrated in Cook County, Illinois. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorneys' fees, and expenses. This Agreement is governed and construed in accordance with the laws of the State of Illinois, USA.

Acceptance

Client has read the terms and conditions stated above and agree to all stated terms and conditions. Client hereby authorizes Aquarius Limousine and Party Bus to charge the credit card account on file for any transportation related services which may be rendered through Aquarius Limousine and Party Bus. This agreement will be considered accepted in its entirety when Client signs and date and return a reply email to info@aquariuslimo.com stating "I have read and agree to these terms."

FULL PAYMENT SHALL BE DUE UPON RECEIPT OF STATEMENT. A credit card on file is not considered payment in full until the charges have been accepted by Aquarius Limo and Party Bus's bank. Failure to make payment in full 7 DAYS of the contracted start time, if conditions allow, will negate the contract between Aquarius Limousine and Party Bus and the Client. All unpaid balances will be subject to collections from Client's bank account and finance charge, which will be computed on the average daily balance at monthly rate of 2% (ANNUAL PERCENTAGE RATE OF 24%).

In the event that the account remains unpaid and legal fees therefore are incurred by Aquarius Limousine and Party Bus, to obtain payment for services rendered or for information and assistance

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Aquarius Limousine and Party Bus may require from whatever source it deems necessary to obtain payment, the Client shall be held accountable for all expenses incurred in the collection process, including reasonable attorney fees. The undersigned on behalf of the Client authorizes Aquarius Limousine and Party Bus to conduct a complete and thorough check of all the information supplied to Aquarius Limousine and Party Bus. Furthermore, the undersigned is fully aware of Aquarius Limousine and Party Bus's cancellation, reservation and billing policies.

Client's Signature _____ Date _____

