

HERMES MIAMI

PREMIER CHAUFFEUSE SERVICE

Limousine / Chauffeuse Car Services Contract

This contract is between Hermes Miami, LLC ("Provider") and the "Client" (Any person booking or paying and accepting terms and conditions posted on the Provider's website). This limousine car service contract is effective at the date and time the booking or payment are processed. It is the clients' responsibility to read the terms and conditions which are accepted once the "Client" process the payment transaction.

PERFORMANCE OF SERVICES.

"Provider" shall reach the pick-up point and location on time as required by the "Client". Any delay by the provider in reaching the pick-up location should be communicated to "Client". "Client" is responsible for providing a full name, a telephone number including any area codes, and an email to receive electronic or phone communications from the "Provider". If "Client" provides incomplete / inaccurate information, this contract is subject to cancellation by "Provider". "Client" accepts responsibility for incomplete / inaccurate information and acknowledges that a full charge will be applied for the services already booked.

PAYMENTS AND CHARGES. "CLIENT" agrees and accepts terms and conditions on this contract at the time any booking payment is processed online, over the phone or through any platform that the "Provider" uses to process clients' transactions. In consideration of the services to be performed by "Provider", "Client" agrees to compensate "Provider" and accepts extra charges on the same credit card or type of payment used during the booking, for any additional services and extended times not specified and not included at the time a package or hourly rate was accepted and processed. If online services are unavailable this contract can be mailed to "Client" and should be returned to "Provider" by email (hermesmiami333@gmail.com) with "Client's" signature, payment method, and all requested information at the bottom of this contract to use when online payments cannot be processed.

DEFAULTS AND REMEDIES. "Provider" should be able to keep the payment in full for the service reserved in advance unless a 24 hour cancellation notice is delivered by "Client" to "Provider" via email to hermesmiami333@gmail.com. A no-show "Client" should constitute default, and "Client" is aware that "Provider" will terminate the contract and payment in full should be delivered to "Provider". Should "Client" breach this contract at any time, "Provider" reserves the right to immediately cancel or cease providing limousine car/SUV services without notice or refund, and shall be fully entitled to reimbursement of any legal fees incurred in upholding this contract.

CHANGES TO RESERVATIONS. Changes to reservation are made by calling our office and speaking with a limousine dispatcher at (305) 497-3333. Once you confirm the original reservation, you will be asked to provide the updated details for your reservation. If you are making changes to your reservation on short notice, we will do our best to accommodate your request. If we are unable to accommodate your request due to availability, you can keep the original reservation or cancel the reservation. Cancellations made 24 hours before the pick-up



time are subject to a nonrefundable admin fee of \$45.00 USD. No show from "Client" is subject to full charge.

"Client" agrees to pay for any damages stemming from their actions or the actions of their guest including but not limited to ripped or stained upholstery, broken glass, or damaged panels on the interior or exterior of the vehicle. These charges will be applied to "Clients" credit card on file during the reservation. "Client" shall be charged for all repairs and any unusual cleaning caused by "Client" or anyone with "Client" during the service. "Client" agrees to pay for any and all damage and any cleaning to the SUV which results or is required due to the conduct of any passenger in the SUV. Such damages include, but are not limited to, burns, spillage, vomiting, broken glassware, scratches, stains, broken windows, seats, and mirrors. Upholstery damages are subject to \$750.00 USD per area/seat per each passenger.

HEALTH & SAFETY. Neither the "Provider" or provider's employee/driver will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely. "Client" and any of "Clients" guests, meaning all passengers, during the limousine/ luxury sedan car services should not interfere with drivers' safe operation of the vehicle at any time. All passengers will comply with the following rules: Acts of neglect or vandalism which could cause damage to the car/SUV providing limousine car services and or to the driver are subject to legal actions. No firearms or weapons including but not limited to guns, knives, mace, taser guns, etc. are allowed in the vehicle at any time before or during the provided car services. No smoking is permitted inside the car/SUV. No consumption of illegal drugs or alcohol is permitted by any passenger. No consumption of food or drinks are allowed during the trip. If "Client" or any of the passengers engage in an errant/unruly behavior and the above rules are not followed by any or all passengers, "Provider" expressly reserves the right to immediately terminate or cancel limousine car services without refund whatsoever if the driver observes violation of the rules stated above. "Client", or any passengers, will agree to adhere to the drivers' suggestions as to the safety of all passengers in the vehicle, as well as the well-being of the vehicle itself. In the event that any passenger in the vehicle is unruly or boisterous, the driver, at her/his discretion, can and will terminate the limousine car services with No refund of monies. Should the vehicle be in any danger, with or without the passengers present, the driver reserves the right to vacate to a safe place outside or away from the vehicle or any area at the driver's discretion.

ASSUMPTION OF RISK BY "CLIENT". Provider does not guarantee the safety or assume any responsibility for any personal articles or items lost, damaged or left in the vehicle providing services. Any items left inside the vehicle will remain at the Provider's office for up to 3 months and should not be subject to any claims after that period of time. Any items deemed perishable at driver's discretion, would be discarded immediately without notice. If any items need to be mailed, "Client" is subject to mailing charges.

PERMITS. "Provider" has obtained or shall obtain at Provider's sole expense all permits, licenses, certificates, authorities, or approvals required to comply with all laws in the performance of this contract. "Provider" shall provide "Client" with a written notice in advance if any such permits, licenses, certificates or approvals become a subject of judicial or administrative action seeking revocation or suspension.

LIABILITY AND INSURANCE. "Provider" must have an In-force commercial car insurance policy at the time services are rendered. "Client" agrees to indemnify and hold "Provider"/driver harmless against any and all claims of liability of damages stemming from "Provider" services pursuant to the terms of this contract. This limousine car service contract, shall be upheld and enforced according to the laws of the State of Florida, USA.



Any disputes or legal proceedings related to this contract shall be filed in a court located in the state of Florida. "Provider" is not responsible for delays caused by weather, road conditions, hazards, accidents or other unforeseen events.

This contract will terminate automatically at the time service is completed. (Including service extension requested by Client).

This section to be use when online services are unavailable.

PROVIDER: _____ DATE: _____
Hermes Miami LLC

CLIENT: _____ DATE: _____

Credit Card Information

Name on Card: _____

Card Number: _____

Exp: _____ CVC: _____

CARD TYPE: VISA _____ MC _____ AE _____ OTHER _____

Billing Address: _____
