

1. Customer represents to be at least 18 years of age and legally capable of entering into this contract.
2. Client hereby verifies that the pickup date, time, number of passengers and billing information are correctly stated.
3. Client hereby authorizes Limousine Company / Charter Company to charge a 50% deposit, to the credit card on file, at the time of reservation, which is non-refundable. Client understands that the Limousine Company / Charter Company does not give refunds at any time.
4. Client agrees for his/her party will not exceed the passenger capacity of vehicle provided.
5. Client will be charged for the cost of parking expenses, tolls and over time if applicable.
6. Neither the company, its agents or employees shall be liable for any personal property of the customer or customer's guests, which are misplaced, damaged or left in the vehicle. Charter Empire / Empire Coach Royal (Umbrella Transportation) shall not be responsible for the safe-keeping of any such item.
7. Client assures that no passenger under 21 shall consume alcoholic beverages. SMOKING, ILLEGAL USE OF ALCOHOL (if passengers are under the age of 21), AND/OR NARCOTICS OR CONTROLLED SUBSTANCES ARE PROHIBITED AND WILL RESULT IN ADDITIONAL CHARGES AND IMMEDIATE TERMINATION OF THE TRIP.

8. Charter Empire / Empire Coach Royal (Umbrella Transportation) shall not be liable for any damage arising out of Limousine Company's inability to perform due to inclement weather, mechanical difficulties, delays due to traffic conditions or any unforeseen events beyond the reasonable control of Charter Empire / Empire Coach Royal (Umbrella Transportation). If for any reason Charter Empire / Empire Coach Royal (Umbrella Transportation) cannot provide the service contracted, Charter Empire / Empire Coach Royal (Umbrella Transportation) liability is limited to the return of the deposit.

9. Chauffeur has the right to terminate the trip, without refund, if he/she feels that the party is not abiding by the company rules or is putting the vehicle or the chauffeur at risk.

10. Client is responsible for any and all damages incurred to the limousine / Charter Bus committed by his/her party during the service time, either willfully or accidental. (Rips, spills, burns, scratches or damage to the TV, VCR, DVD, stereo or other equipment.) Minimum charge of \$100.00 to clean any spillage. A fee of \$500 dollars will be incurred if there is any vomiting in the limo or on the limo itself.

11. Balance will be paid by the same credit card that the initial reservation was made (cardholder must present credit card & ID by fax or email).

12. Balance for the Weddings, Proms and Homecomings must be paid prior to the service date. Or you can pay in full when making the reservation.

13. Client understands the cancellation fee is 100% of the total reservation price (NOT DEPOSIT) whichever is greater.

14. Client understands that there will be no eating or smoking in the limousine or the trip will be TERMINATED immediately.

15. Client understands any changes to the contract, once signed, will result in a price increase.

16. There is only a 15 minute grace period given for point to point service.

17. Overtime will be permitted, upon vehicle availability, and rounded off to the next hour. Availability of overtime is not guaranteed. Overtime rates are non-negotiable and will be charged to the customer according to the GPS Tracking report for each limousine / Charter Bus. Chauffeurs' do not have the ability to waive overtime for any reason. Overtime is charged by the hour not prorated per minute.

18. There is a maximum of 3 permitted passenger pickup and 3 passenger drop off locations. The minimum contract price is fixed once this contract is signed. Early dismissal, downsizing, or shortening of rental hours, will not adjust the price.

19. Minor changes to rental are upon availability and REQUIRE A MINIMUM OF 48 HOURS NOTICE. CHANGE REQUESTS MUST BE IN WRITING AND FAXED TO (888) 573-4132 or email to Book@charterempire.com. Any changes in arrival or destination locations may result in additional charges (travel charges).

20. A contract change fee of \$50.00 will be applied to all contracts if changes are made after signing.

21. Customer agrees to pay a late charge of 2% per month for any unpaid balance including cancellation fees and any hold harmless and indemnification provisions and other attributable damages, as set forth within this contract and shall reimburse Company for its costs of collection, including attorneys' fees at 40% of the outstanding balance or at \$275 per hour if the outstanding balance is over \$3000. Attributable damages are fees set forth within this Contract and include but are not limited to: Fees for physical damages, return check fees, overtime fees etc...

22. There will be a \$100.00 charge, per person, if the number of passengers increases from the original contract. Customer hereby agrees to hold company, its agents and employees harmless from any consequences of such wrongful use by customer or Customer's guests, including the cost to defend against the same.

23. The chauffeur inspects each vehicle before, during and after each rental. In the event of damage Customer shall be responsible for any and all harm and damages suffered by the company, its agents, employees, or third parties, including but not limited to the vehicle, in regard to cleaning, breakages, burns, or other interior or exterior damage to extent of the actual cost to repair or replace, with a minimum charge of \$200.00. If customer or customer's guest smokes inside the vehicle, customer shall be charged \$600.00 and the rental will be terminated, without refund. NO EATING in the vehicles! Exterior decorations and red carpet subject to weather.

24. Additional charges will be applied to the credit card on file to cover any damages that occur; charges are as follows: Smoking in the limousine: \$400.00; Cigarette burns: \$500.00; Ripped or damaged upholstery: \$700.00; Spillage of drinks: \$200.00; Stained Carpet: \$200.00; Vomit in or on the

limousine: \$500.00; Lost or broken glassware: \$20.00 per glass; Lost or broken remote control: \$250.00; Excessive mess in the limousine: \$200.00.

25. The company, or its designated representative, is hereby appointed customer's attorney-in-fact to sign customer's signature for additional charges to customer's credit card for damages, overtime, &/or any charges due & not immediately paid by the customer & is expressly empowered & authorized to charge all costs resulting from damages to said credit card.

26. Except in the case of willful misconduct or gross negligence of company, its agents or employees, customer hereby waives any and all claims against company, its agents or employees for injury, loss, or damage, including consequential damages, to customer's person or property from whatever cause. In addition, customer waives any right of subrogation with regard to the same.

27. Customer understands and accepts that Acts of God, unforeseen traffic and severe weather conditions delay travel. There may be unexpected vehicle breakdowns and other unforeseen events beyond the control of company, for which company shall not be liable to customer. There shall be no recourse for any of the same. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent &/or customer refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by customer. In case of an emergency, the company may sub contract his rental to another limousine service. The company is not responsible to fulfill itineraries developed by the customer, which indicate a time that the customer expects to arrive at certain locations after the initial pick up time.

28. Company reserves the right to institute and establish rules and regulations of guest conduct, which may be amended from time to time, including termination of rental, without refund, due to non-compliant guest conduct.

29. Written additions and/or alterations by the customer, without written agreement of the company, are invalid and unenforceable.

30. Vehicles are sold and /or updated at the discretion of management. Vehicle requests are not guaranteed.

31. Customer agrees to 50% non-refundable deposit, with or without signature, minimum deposit \$150.00.

32. Cancellation Policy: Cancellations must be in writing and mailed to book@charterempire.com or faxed to us at (888) 573-4132. Cancellation fee is 100% of the total rental price. All vehicles will be under various cancelation policy. SEDANS/SUV – 24HRS OF PICK UP DAY. LIMOS 2 WEEKS OF PICK UP DAY. MINI COACH BUS/CHARTER BUS 30 DAYS OF PICK UP DAY. DEPOSITS AND PAYMENTS ALWAYS REMAIN NON REFUNDABLE AND NON TRANSFERRABLE.