



# PROCESSES AND PROCEDURES

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\*All charges are calculated from the scheduled Pick-up time or when Customer begins using the vehicle, whichever is first, until the final drop-off is complete

†Additional hours are not guaranteed and are only allowed if it does not conflict with another reservation. Any Additional hours listed as "TBD" in the table above must be finalized 14 days prior to Date of Service.



## FEES; PAYMENT TERMS

Customer agrees to pay Vendor for the Service provided on the basis and at the rates specified in this Agreement. A non-refundable deposit of \$100.00 as an administrative fee is due immediately to reserve any date(s) and vehicle(s) (the "Deposit"). The Deposit may be paid by credit card. FAILURE TO PAY THE DEPOSIT WILL RESULT IN THE NULLIFICATION OF THIS AGREEMENT.

The Deposit amount will be deducted from the Total Amount Due. Full payment of the remaining Balance is due no later than 14 days prior to the Date of Service. Vendor may require the Customer to pay the remaining balance by eCheck or ACH transfer link. Final balances paid by credit card will be subject to a 3% surcharge. If the Balance is not paid 14 days prior to Date of Service, Vendor may cancel the Service and Customer will forfeit the Deposit.

## CONTRACT TERMS

**Mutual Representation and Warranties:** Each party represents and warrants that it has the right, power, and authority to enter into this Agreement and will comply with all Applicable laws in performing its respective obligations hereunder.

**Customer Representations and Warranties:** Customer represents and warrants that it will be held solely responsible and indemnify the Vendor for the acts of its passengers during the duration of the Service and it shall be liable for any damages to the vehicle caused by any of its passengers.

**On-duty/Transportation time:** This is the time period when the vehicle is being utilized by the Customer for general transportation, shuttling passengers, and interior access.



**Off-duty time:** These are minimum 2-hour blocks whereby the driver can go off duty and the vehicle are not accessible to Customer, but on reserve to complete the Service later. The vehicle may be off-premises during off-duty time and the Customer may not have access to the interior of the vehicle during off-duty time.

**Itinerary required/Undercounting of passengers:** Customer agrees to provide Vendor with an itinerary of all pick-up and drop-off locations of passengers who require transportation, as well as an accurate head count of passengers at those locations. Itineraries are limited to the aforementioned Geographic Area of Service, which must be contiguous by roadway to the cities and towns listed. It is ill-advised for the Customer to rely on apps such as MapQuest to determine advance timelines for pick-ups and drop-offs, since these apps do not account for red lights, seasonal traffic, or the inability of trolleys to travel the speed limit on hills or winding roads. All such itineraries shall be provided in writing no later than seven (7) days prior to the day of Service. Changes to itineraries within 7 days must be in writing and approved by Vendor. Any 'on-the-fly' changes to these itineraries during the Service shall be at the discretion of the driver of the vehicle(s). Any routes and stops requested by Customer may be changed at the driver(s) discretion if such routes or stops are deemed unsafe, inefficient, violate traffic laws, or can cause damage to any of the Vendor's vehicles. OUR OFFICES ARE CLOSED EVENINGS, WEEKENDS, AND HOLIDAYS AND CANNOT RESPOND TO EMAILS OR PHONE MESSAGES DURING THOSE HOURS. Any requests for last minute changes are not guaranteed and must be made directly to the driver's or manager's cell phone, which is provided to the Customer in advance.

Vendor shall not be responsible for any delays or missed pick-ups on the day of Service caused by the Customer's inaccurate headcounts, itineraries, or ill-advised routes or stops provided to Vendor in advance of the Event. If any passenger misses their pick-up or drop-off due to delays caused by the Customer's inaccuracies, excessive number of passengers, or tardiness of the Customer or their passengers, Vendor shall not be responsible for any taxi, ride-sharing charges, or any other fees or refunds that result from lack of Service for those untransported passengers. UNDER NO CIRCUMSTANCES SHALL THE VEHICLE(S) EXCEED THEIR POSTED CAPACITY, AND STANDEES ARE PROHIBITED AT ALL TIMES.

**Cancellation Terms when Customer Cancels:** This Agreement may be cancelled by Customer up to fourteen (14) days prior to the Date of Service, in which the Customer will forfeit the Deposit as an administrative fee and not owe the Balance due. All cancellations must be in writing by the party and/or parties whose signature appears on the Agreement.

**Cancellation Terms when Vendor Cancel:** In the event that the performance of any obligation under this Agreement by the Vendor is prevented due to acts of God, government restriction, wars, civil disturbances, strikes, terrorist attacks, lockouts, or any other cause beyond the reasonable control of the Vendor, the Vendor shall not be responsible for failure or delay in performance of its obligations under this Agreement.

In the event the Customer's contracted vehicle(s) become inoperable within fourteen (14) days of the day of Service, the Vendor shall make every effort to substitute a like and similar vehicle as replacement. The substituted vehicle may also be a complementary upgrade. If no such vehicle can be found or sub-contracted, then Customer will be entitled to return of Deposit and the Minimum Base fee shall be waived. In such a case, the Vendor will not be



responsible for any additional costs charged to Customer by any third-party vehicle vendors who provide replacement vehicles outside of this Agreement.

In all cases arising under this Vendor Cancellation paragraph, the Customer will be entitled to a full refund of any advance monies paid, and Customer shall not be entitled to any consequential or incidental losses.

**Smoking Prohibited:** Smoking/vaping in any of the Vendor's chartered vehicle(s) is illegal and prohibited under this Agreement. It is the Customer's responsibility to ensure all the passengers are aware of this. Any signs of smoking in a vehicle will result in a minimum mandatory cleaning fee of \$100.00. If any signs of smoking are detected and cannot be controlled, the Vendor reserves the right to immediately terminate the remainder of the Service, in this circumstance, no refund of payment will be provided.

**Refreshments:** Food and beverages are not provided by the Vendor. Customer is allowed to bring their own food/beverages onto the Vehicle(s). Driver reserves the right to determine which types of food and beverages as well as types of containers that are allowed and disallowed based on safety and cleanliness of the vehicle(s). Vendor reserves the right to check identification of any minor passengers who appear to be consuming alcohol or appear to be intoxicated. If it is discovered that any underage passenger was or is in possession of alcohol, Vendor shall have the right to terminate the Service to that passenger. Vendor has the right to refuse ridership to the Customer or any passenger who shows signs of over-intoxication. Vendor will not provide refunds, taxi fees, or ride sharing monies to the Customer or any passenger(s) who are ejected due to over-intoxication or who violate alcohol consumption rules. FOOD, BEVERAGES, OR GLASSWARE OF ANY SORT ARE PROHIBITED ON VEHICLE'S LATE-NIGHT BAR-CLOSING RETURN TRIPS DURING THE LATTER HOURS OF SERVICE. Any food, beverages, glassware, or edible party favors provided by the Customer to their passengers shall remain unopened and stowed in an area away from the passenger compartment and distributed upon final exit of the passengers.

**Return Condition of Vehicle:** Customer is responsible for leaving the vehicle(s) in the same condition in which it was furnished by Vendor to Customer. A cleaning fee may be

assessed for trash, unsanitary debris, bodily fluids, and/or spills left in the vehicle(s). Additional fees may be invoiced to correct damages and sanitation standards. Any physical damage done by the Customer, or their passengers will result in an additional assessment for repair, replacement, and parts & labor costs.

**Entertainment:** While many of Vendor's vehicles are equipped with entertainment systems, Vendor cannot guarantee compatibility with Customer's audio devices. Partial or full refunds will not be issued should Customer's audio devices not work or not be compatible with the vehicles entertainment system.

**Safety:** Customer shall always respect the Vendor's judgment regarding safety of the passengers and vehicle. The Vendor reserves the right to terminate the Service at any time because of unruly, belligerent, or unsafe passengers that cannot be controlled. In such cases, the full amount of this Agreement will be due, and no refunds will be provided. Vehicles are not equipped for infant and child seats.



**Limitation of Liability:** Vendor is not responsible for any lost or damaged personal effects left in the vehicle by the Customer or any of the Customer's passengers.

**Written alterations required:** Any changes to the terms of this Agreement by either party shall be made only in writing with the consent of both parties. Any changes to the contract and subsequent itineraries must be in writing and cannot be made verbally. Only the person signing this Agreement (or their written designee) is allowed to make changes.

**Venue and Severability:** All disputes arising from this Agreement shall be settled in a court of competent jurisdiction within the State Of Rhode Island in accordance with Rhode Island laws. In the event of litigation of this Agreement, if any portion of this Agreement is deemed to be null and void, the remainder of this Agreement shall remain intact.

**All Damages Limited:** Except for additional fees assessed to Customer for vehicle cleaning or vehicle damage, and except for Attorney's Fees (described below), if either party to this Agreement causes monetary losses to the other party because of violating the terms of this Agreement, neither party is entitled to collect any amount that exceeds the Total Amount Due under this Agreement. Neither party may claim consequential or incidental damages.

**Attorney's Fees and Court Costs for Breach:** If breach of this Agreement results in litigation by either party, the prevailing party shall be entitled to recover all court costs and reasonable attorney's fees from the opposing party. In the event neither party prevails, then both parties will be responsible for their own court costs and attorney's fees.