



“Where Service & Quality Come Together”

ULC SERVICE AGREEMENT

Customer ID/Account#: _____, (“Customer”) hereby acknowledges, agrees, and accepts each and every term and condition (“Terms and Conditions”) for United Limousine & Charter, Inc. (“ULC”) provided below.

DEFINITIONS

Authorized Passenger- In the event the Customer and Passenger are not the same person or entity, and the Customer will not be present during the Scheduled Service, the Authorized Passenger will act as Customer’s representative.

Chauffeur- Operates the ULC Vehicle and transports the Passengers to and/or from their Scheduled Service.

Credit Card Authorization Form- Form by which Customer authorizes charges to his/her/its credit card in exchange for ULC’s performance of the Scheduled Service.

Customer- Refers to the individual or entity which contracts for the Service and is responsible for all costs incurred during the Scheduled Service, as identified below. Customers must be at least 18 years of age and of sufficient legal capacity to enter into a contract under the laws of the State of California.

Drop Off- The designated location(s) where the Passengers will be taken at the end of the Scheduled Service.

Hourly Services- Services reserved for a particular minimum amount of time with a scheduled Pick Up time and Drop Off time.

Passenger- Refers to all individual(s) transported by ULC, or present in ULC vehicles, as part of the Scheduled Service. In some instances, the Passenger may also be the Customer.

Pick Up- The location specified for commencing of the Service, as specified in the Reservation.

Point-to-Point transportation services- Services on a flat-fee basis from point to point (often used for airport transfers).



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Reservation- A request in which the Customer reserves the ULC’s service’s for a specified date, time, and location. A credit card deposit must be made along with the Reservation in order to guarantee the Scheduled Service.

Unit # Refers to the ULC vehicle (automobile, bus, or limousine) used to perform the scheduled Service.

Vehicle Type: Refers to the type of vehicle ordered online upon which the hourly rate is based.

ULC- Refers to United Limousine and Charter, LLC; its employees, agents, executors, representatives, administrators, and assigns.

TERMS AND CONDITIONS

1. **CONDITIONS.** This Agreement will not take effect, and ULC will have no obligation to provide Services, until Customer returns a signed copy of this Agreement and pays the initial Reservation Deposit called for under Paragraph 3 below. ULC’s terms and conditions will apply to all guest Passengers that Customer brings into ULC vehicles. Because Passengers will be bound by the terms of this Agreement, Customer is responsible for conveying the terms of this Agreement to Passengers. This agreement is valid for all reservations requested by customer in the future until we receive a written cancellation of account request.

2. **SCOPE OF SERVICES.** By signing this Agreement, Customer agrees to hire ULC to provide rentals by the hour (Hourly Rentals) and/or Point-to-Point transportation services.

3. **RESERVATION DEPOSIT.** By signing this Agreement, Customer hereby agrees to provide a non-refundable deposit in the amount of 20% of the total Service fare in order to reserve the Services described in Paragraph 2 above.

4. **CHANGES TO RESERVATION.** A final confirmation phone call, text message or email (as preferred by customer) will be sent from ULC to Customer at least 24 hours prior to Service Date. If Customer requests changes to the reservation within 24 hours of the Service Pick-up Time, changes will not be incorporated into reservation until, and only until, Customer receives a confirmation communication from ULC. It is the Customer’s responsibility to ensure that ULC is aware of any changes to the Reservation.

5. **CUSTOMER CANCELLATIONS.** Cancellations must be made 24 hours before the Service Pick-Up time so that the Customer may avoid being charged in full for the amount of the scheduled Service. All cancellations **must be in writing via email** to reservations@ulclimos.com. Failure to cancel 24 hours in advance will result in charges to the Customer’s credit card for the full amount of the Service agreed to in the Reservation. By signing this Agreement, Customer hereby agrees, allows, and permits ULC to



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charge Customer’s credit card for the full amount of Service when Customer cancels the Service less than 24 hours before it was scheduled to occur.

6. **COURTESY CREDIT FOR CANCELLATIONS CHARGED TO CLIENT.** As a courtesy, in the event a cancellation is made less than 24 hours before the scheduled Pick-Up Time, and the Customer is charged in full for the unused Service, ULC will permit a “Service Credit” in the amount charged to the Customer’s credit card. This Service Credit may be redeemed for a Service of equal or lesser value, and must be redeemed within 90 days from the date on which the cancelled Service was originally scheduled to take place. Any interest in, or claim to, the unused Service Credit is waived by the Client 90 days from the original date of the cancelled Service.

7. **CREDIT CARD AND PHOTO-ID REQUIRED AT SERVICE PICK-UP.**

(A) At the time of Pick-Up, Customer must present the same credit card or debit card as that which was provided to ULC at the time of Reservation. In addition, Customer must provide the Chauffeur with one of the following forms of photo identification:

- (1) Driver’s License,
- (2) Government Issued Identification Card, or
- (3) Government-issued Passport.

If the Customer is present in the vehicle at the time of Pick-Up, the Chauffeur will make an imprinted copy of the Reservation credit card before commencing the Service. **Copies of the signed credit card authorization form and photo identification must be sent via facsimile to (714) 249-4744, or via E-mail at reservations@ulclimos.com.**

(B) In the event that the Customer will not be present at the Service Pick-Up, Customer must submit a signed credit card authorization form, and photocopy of one of the forms of photo identification listed above in part (A) of this Section at the time of Reservation. The Customer must list the name of an Authorized Passenger for the Service. The Authorized Passenger must present photo identification to the Chauffeur before the Service commences.

(C) Customer’s Failure to comply with this Paragraph will result in the termination of Service. By providing a signed credit card authorization form or credit card imprint to ULC, Customer hereby agrees, allows and permits ULC to charge Customer’s credit card for the full amount of Service, including any overtime or damage fees, as discussed in further detail in the Paragraphs below.

8. **CREDIT CARD SERVICE CHARGE.** All payments made by credit card will be subject to a 3% credit card surcharge, which will be reflected in the final Service charge of 13% (See Paragraph below for more details). Customer may avoid the Credit Card Service Charge by bringing in cash before the day of service or presenting a certified check or money order to the Chauffeur at the time of Pickup. ULC chauffeurs do not handle any cash transactions. All final payments made by credit card must be made 24hrs prior to the date of service.



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9. **SERVICE CHARGE.** All Reservations will incur a ten percent (10%) service charge for administrative services applied to each reservation. Additionally, the Public Utility Commission’s licensing fee/PUC tax is included with the Service Charge. The Service Charge is included in the quoted Reservation price at all times.

10. **GRATUITY.** For the Customer’s convenience, on all non-corporate hourly charters, a minimum gratuity in the amount of 10% will be included in addition to the Reservation. All corporate, airport and point to point service will include a 15% gratuity. However, the gratuity amount is subject to the Customer’s or the Passenger’s discretion, and may be increased or decreased based on the quality of the Service provided by the Chauffeur. This gratuity amount is **recommended** only, and is not a negotiated or fixed charge. To reduce or cancel this gratuity charge, see the Paragraph 30(b) (Refunds/Discounts) below.

11. **CUSTOMER’S/PASSENGER’S INABILITY TO LOCATE CHAUFFEUR.**

(A) If the Customer and/or Passenger are unable to locate the assigned Chauffeur at the designated pick up location, Customer/Passenger should immediately contact ULC Dispatch at either (888) 766-7433, or (714) 459-0218, to determine an appropriate meeting point. ULC Dispatch is available 24 hours per day/seven days per week.

(B) In the event the Passenger is unable to locate the assigned Chauffeur and leaves the scheduled pick up location without notifying ULC Dispatch, Customer agreed to be charged a “No Show” fee in the **full amount** of the scheduled Service.

12. **ADA/SPAB NOTICE.** In the event a Passenger requires an Americans with Disabilities Act (ADA)-Accessible vehicle, or School Pupil Activity Buses (SPAB)-Certified bus and Chauffeur, Customer must inform ULC of the request in writing at the time of Reservation and at least 14 days before the scheduled Reservation time.

13. **RIGHT TO REFUSE TRANSPORTATION OF PASSENGERS.** ULC and its Chauffeurs and employees reserve the right to refuse to transport persons under the influence of alcohol or drugs, those in possession of weapons, or persons who, for whatever reason, may impair the safety of the Chauffeur or other passengers in the vehicle. This right pertains to all Customers and Passengers.

14. **SMOKING AND FOOD PROHIBITED IN SERVICE VEHICLE.** Smoking of any kind, and consumption of food, is prohibited in ULC vehicles. ULC reserves the right to charge the Customer for any damage or clean-up associated with the Passengers’ smoking or eating in ULC vehicles. Customer agrees to be charged for such damage in accordance with Paragraph 19 below.

15. **NO IDLING.** In accordance with California law and the California Air Resources Board, it is illegal to for a commercial vehicle to idle for more than five (5) minutes continuously. Chauffeur will not accommodate any requests to idle any ULC Service Vehicles for more than 5 minutes.



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16. **NO GUARANTEES AS TO VEHICLE TYPE:** ULC is unable to guarantee 100% that Customer will receive a particular requested vehicle for his or her Scheduled Service due to fluctuations in inventory based on demand or mechanical failures. Although Customer may request a certain color for the Scheduled Service vehicle, a specific color cannot be guaranteed. ULC will make every attempt to provide a vehicle in the same or greater class (based on seating capacity and vehicle type) as that requested by the Customer. Vehicles will be provided from ULC’s inventory of vehicles, or from ULC’s extensive A+ network of affiliates.

17. **GROUPS.** All passengers must enter and exit the Service Vehicle as a group. For the safety of passengers, there will be no splitting up of groups (i.e. leaving some Passengers behind in the Service Vehicle while other members of the group leave the Vehicle).

18. **USE OF ALCOHOL, DRUGS, OR WEAPONS BY MINORS PROHIBITED.** Minors are absolutely **prohibited** from consuming alcoholic beverages or drugs within or in the immediate vicinity of ULC vehicles. As part of ULC’s “Zero Tolerance Policy,” Chauffeurs are instructed to immediately transport Passengers to the nearest police station or California Highway Patrol (CHP) station if underage drinking, drug consumption (illegal drugs or recreational use of prescription drugs), or possession of weapons is suspected by the Chauffeur. By signing this Agreement, Customer assures ULC that no illegal drugs, underage drinking, or possession of weapons will take place by Customer, Passengers, or their associates in the Vehicle.

19. **CONSUMPTION OF ALCOHOL BY PASSENGERS OVER 21 YEARS OF AGE. (SECURITY DEPOSIT)**

(A) ULC does **not** provide alcohol to its Customers and/or Passengers.

(B) In order for Passengers of legal drinking age to consume their own alcoholic beverages in ULC vehicles, Customer must provide a pre-authorization in the amount of \$300 in excess of the estimated total Reservation fee charged to Customer’s credit card or debit at the time of service. All pre-authorizations may take up to 72 business hours to be released by the credit card company. This amount will be used to clean or repair the vehicle in the event the Vehicle is damaged in any way due to alcohol consumption by the Customer and/or Passengers. ULC will notify the Customer in the event repair costs are needed before repairs are performed. The Customer’s credit card will not be charged if cleaning or repair services are not incurred pursuant to this Paragraph.

In the event damage exceeds \$300, Customer authorizes ULC to charge Customer’s credit card in the amount required to repair/clean such damage.

20. **DAMAGE TO VEHICLE.** Customer assumes full responsibility for any and all damages to Service Vehicle caused by acts or omissions that are within the Customer’s and/or Passenger’s control, regardless of whether those acts are accidental, negligent or willful. Customer authorizes ULC to charge the following that may occur:



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a. \$100- Extensive clean up (including, but not limited to, spills, removing sand and dirt brought into vehicle by passengers, and excessive trash left behind in vehicle). Client will be notified by phone if extensive clean-up will be required.

b. \$200- For each burn hole or tear to upholstery; damage to handrails; broken windows; damaged or missing cup holders; damage to doors; damaged/missing radios; or treatment of vehicle due to remove smell of smoke;

c. \$300- Shampooing and disinfecting vehicle (Due to illness/vomit); and

d. \$300- Minimum charge for each and any act of intentional vandalism.

21. **CHANGES TO SERVICE TYPE AT THE TIME OF SERVICE.** Every contracted price negotiated prior to Service is based on the information provided by the Customer to ULC at the time of Reservation. Changes to the price of Service at time of Pick-Up made may incur additional costs, including, but not limited to, Overtime Charges. In the event that Customer is not also the Passenger, Customer must notify ULC in writing if Customer requires approval before the Authorized Passenger incurs additional charges beyond those which are quoted in the Reservation. Additional Pick Ups or Drop Offs (in accordance with Paragraph below) or Overtime Charges must be paid for by an approved credit card purchase; Chauffeurs may not be paid in cash for those additional charges. All chauffeurs must have a minimum 30 minutes rest break for every 4.5hrs in a ULC service vehicle.

22. **MULTIPLE PICK-UP/DROP-OFF LOCATIONS.** Every Service includes a maximum of **two** Pick Up locations at the commencement of the Service, and **two** Drop Off locations at the conclusion of the Service. Any additional pick up locations or drop off locations will be charged at the rate of \$15.00 each within a 10 mile radius. Anything outside of that will be charged at the hourly rate of the vehicle quoted in the Reservation.

23. **OVERTIME CHARGES ON RENTALS BY THE HOUR.** Customer will begin to incur overtime charges if the Service has not been concluded by the Scheduled Drop-Off time. Overtime charges will be charged in thirty-minute increments. By signing this Agreement, Customer pre-authorizes all overtime charges, should they be incurred. Payment for additional time incurred over and above the time that was scheduled for Hourly Services may not be paid to the Chauffeur in cash. Additional overtime must be paid for with a credit card, certified check or money order.

24. **WAITING TIME CHARGES ON POINT-TO-POINT TRANSFERS.** In the event the Customer and/or Passenger is not available at the time of the Scheduled Pick-Up, waiting time charges will begin to accrue after a **ten** minute grace period in the amount of the hourly rate of the vehicle posted online at www.ulclimos.com. Client will be asked to initial the time they enter the vehicle.

25. **CHAUFFEUR SAFETY/ RIGHT TO TERMINATE SERVICE.** In the event that the assigned Chauffeur and/or other ULC employees feel that their safety, or the safety of the other Passengers in the vehicle, is threatened by acts or omissions within the control of the Passengers, or individuals associated



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with the Passenger; the Chauffeur and/or ULC may terminate Service immediately, without refund to the Customer.

26. **LOST PERSONAL PROPERTY.** ULC is not responsible for any personal property that is lost or left behind in the Service Vehicle, whether it belongs to Customer or Passengers. ULC recommends that Customer and Passengers account for all personal items before exiting the Vehicle.

27. **DELAYS.** ULC makes no guarantee that the Service Vehicle will arrive at any destination at any specific time once the Service is commenced. Customers are responsible for scheduling Pick-Up Times that take into account the travel time and distance to a particular location scheduled as part of the Service route, including potential delays due to traffic, construction, or other unforeseen causes.

28. **BREAKDOWNS/MECHANICAL FAILURE.** In the event of any Vehicle breakdown or unavailability due to scheduling conflicts, ULC reserves the right to substitute alternative vehicles of equal or greater seating capacity. In addition, the portion of time that the vehicle is inoperable or unavailable will be refunded to the Customer if the Customer is delayed by more than **fifteen** minutes. In the event that ULC is unable to provide its own vehicle for Service, Customer authorizes ULC to use a vehicle of equal or greater caliber from its affiliate network.

29. **FORCE MAJEURE.** ULC shall not be liable for any failure or delay in performing its Service obligations, and ULC shall not be deemed in breach of its obligations thereunder, if such failure or delay is due to Acts of God; natural disasters; national, state or local states of emergency; acts of war or terrorism; labor strike or lock-out; or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of ULC.

30. **TOLLS/PARKING CHARGES.** Customer is responsible for all tolls and parking charges related to the rental. Fees charged by airports are included in the price of transportation to/from the airport, and will be itemized on Customer's invoice.

31. **REFUNDS/DISCOUNTS:** ULC recognizes that as a transportation provider, there are a number of issues that may occur throughout the course of a day/schedule that can possibly alter service beyond ULC's control. ULC will issue a refund or discount in accordance with the following policies:

a. **Vehicle Amenity Malfunction:** ULC will issue a 10% discount to Customer, along with a \$25 gift card towards future ULC services to each Passenger, if there is no radio or air conditioner during the Service. All electronic entertainment, (including CDs, DVDs, TV, iPod, etc.), can malfunction at any time. ULC will not provide a discount in the event any of the electronics in the vehicle are not functional, such as the IPOD/AUX connector. All electronics that are included in the vehicles are provided at no extra cost, and their functionality is not calculated on the hourly cost of the vehicle for rent which is based on labor/fuel cost and size of vehicle. ULC recommends all clients bring at least one backup CD in the event the iPod connector is damaged during the Scheduled Service.



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b. **Refund of Gratuity:** A ten percent (10%) gratuity is automatically calculated in the Reservation and final price of the Service. However, in the event Customer is dissatisfied with Chauffeur’s service or performance, the Customer may request a refund of the 10% gratuity by stating the reason for the dissatisfaction in writing. This information will be used to improve the Chauffeur’s service, and will be kept in his or her personnel file. Please send all requests for refunds of gratuity within 48-hours of the conclusion of the Service.

c. **On-Time Guarantee.** If, for any reason, a ULC Chauffeur cannot arrive at the Scheduled Pick Up time, ULC Dispatch will call the Customer to provide information about the Chauffeur’s estimated arrival time. In the event Chauffeur’s late arrival affects Customer’s plans and Customer decides to use an alternate method of transportation, the Customer may cancel the Service, and will be issued a full refund. However, should the Customer agree to continue with service, ULC will present two options:

i. Customer will only be charged for the amount of time he or she actually used the Service, and will be issued a refund or credit on all time included in the Reservation that was not actually utilized by Customer.

ii. Customer may extend the time of the Service by the amount of time the Chauffeur arrives late. If, for example, the Chauffeur is 30 minutes late, the Drop Off time will be extended for another 30 minutes after the originally scheduled Drop Off time.

d. **Reservations Error:** After a Reservation is booked, ULC will provide Customer with an e-mail confirmation of the Reservation within 10 minutes. It is the Customer’s responsibility to review the confirmation e-mail and ensure all Reservation details are correct. Any time changes, Pick Up address changes, or other changes to the Reservation must be accounted for by a new confirmation to the Customer. It is the Customer’s responsibility to inform ULC as soon as possible if he or she does not receive the email within 1 hour, or if any of the Reservation details are incorrect.

32. **PUBLIC STATEMENTS OR DEFAMATION:** In order to provide the best customer service possible, and to provide ULC with the opportunity rectify the situation, ULC requests that Customers contact the Customer Service department directly before resorting to the posting of any negative public statements or online reviews. Customers may contact Customer Service in writing via email to reservations@ulclimos.com, or via facsimile at (714) 249-4744. In the correspondence, please identify the date and time of the Service, the name of the Chauffeur, and a detailed explanation of the grievance. A Manager or Customer Service Representative will respond to the claim within 48 hours. ULC reserves the right to take legal action against any customers who publish defamatory statements against the Company.

33. **CREDIT CARD CHARGE DISPUTES:** Consistent with the policy in the above Paragraph, ULC requests that the Customer contact ULC before disputing any credit card charges. Customers may contact Customer Service in writing via email to reservations@ulclimos.com, or via facsimile at (714) 249-



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4744. In the correspondence, please identify the date and time of the Service, the name of the Chauffeur, and a detailed explanation of the reason for the dispute. A Manager or Customer Service Representative will respond to the claim within 48 hours.

a. ULC will refer all credit card disputes/chargeback disputes via credit card companies including Amex/Visa/MasterCard/Discover to our legal team. Should ULC incur any legal fees as a result of any illegitimate credit card disputes, ULC is entitled to recover all such legal fees and other expenses as a result of any false claims.

34. **LIMITATION OF LIABILITY.** ULC SHALL NOT BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR ULC HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT ULC SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE SCHEDULED SERVICE FEE.

35. **INDEMNIFICATION.** If ULC shall be subject to any claim, demand, or penalty; or becomes a party to any suit or other judicial administrative proceeding arising out of, related to, or connected to this Service, Customer shall indemnify and hold ULC harmless against all judgments, settlements, penalties, and expenses, including attorney’s fees, court costs, and other expenses of litigation or administrative proceedings, incurred by, or imposed upon, ULC in connection with the investigation or defense relating to such claim or litigation or administrative proceeding and, at the election of ULC, Customer shall also defend ULC.

36. **ATTORNEY’S FEES.** If ULC incurs legal fees or other expenses as a result of any lawsuit or administrative proceeding arising out of Service or related to Service, including, but not limited to, collection of unpaid fees, claim for damage to the Service Vehicle or any claim against ULC for damages, then ULC is entitled to recover from Customer all such legal fees and other expenses.

37. **SEVERABILITY/UNENFORCEABILITY.** If any term of this Agreement is held to be invalid or unenforceable, the remainder of this Agreement will not be affected, and the remaining terms will be deemed valid and enforceable to the fullest extent permitted by law.

38. **GOVERNING LAW.** The laws of the State of California, (irrespective of its choice of law principles) shall govern the validity of this Agreement, the construction of its terms, and the interpretation and enforcement of the rights and duties of the Parties to this Agreement.

39. **ENTIRE AGREEMENT.** These Terms and Conditions, along with the Reservation, the Terms and Conditions listed on ULC’s website, and the Credit Card Authorization Form, constitute the entire



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agreement between ULC and Customer and supersede any and all other agreements, either oral or written with respect to the subject matter hereof.

I hereby acknowledge that I have read, understood and agree to these Policies and Terms as set forth above and the Service Contract. Furthermore, I also understand that the credit card provided to ULC will be used as a guarantee of my Reservation and can be used by ULC as payment for all incurred charges.

Customer Name

Title (if applicable)

Company (if applicable)

Date

Customer Signature



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CREDIT CARD AUTHORIZATION

Individual/Business/Group Name: _____

Client ID/Account#: _____

Authorization Amount: See Included Reservation Confirmation _____

Visa AMEX MasterCard Discover

Cardholder Name: _____

Credit Card Number: _____ Expiration Date: _____

Billing Address: _____

Reason for Use: Limo Transportation Services Phone Number: _____

As the cardholder or Corporate Officer, by signing below, I understand and agree to the terms set forth in ULC's Retail Services Agreement. I understand to all deposits are non-refundable and cancellations within 24 hours will be billed at 100%. I agree to pay, and specifically authorize, ULC to charge my credit card for the limousine services provided and requested per my confirmation order. ULC will provide me with an itemized receipt detailing all of my charges, including overtime, if applicable. I further agree that in the event my credit card becomes invalid, I will provide ULC with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to ULC.

I authorize charges to my card for additional/changes to services, costs, or repairs in accordance with the Retail Services Agreement.

The credit card listed above may be billed for the total estimated charges One (1) day prior to event/reservation date pursuant to a final confirmation with ULC. All final payments made by credit card will incur an additional 3% service charge.

Customer Name

Title (if applicable)

Company (if applicable)

Date

Customer Signature