

## CONTRACT FOR LIMOUSINE SERVICES

This Limousine Service Contract (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"), by and between Customer ("Customer") of \_\_\_\_\_, \_\_\_\_\_, \_\_\_\_\_, and Fisher Transportation, LLC DBA UrRide.club ("UrRide.club") of 5713 Oldham Drive, McKinney, Texas 75070.

**DESCRIPTION OF SERVICES.** Beginning on \_\_\_\_\_, UrRide.club will provide to Customer the following services (collectively, the "Services"):

You are renting an elegant 10 passenger Limousine for your event. We take away all the stress associated with transportation for your Event. All our drivers are background checked and dress in professional attire. We take pride in providing Excellent customer service and cater to details.

**PERFORMANCE OF SERVICES.** (1). Both UrRide.club and Customer shall inspect the limousine prior to the engagement. Any prior damage shall be noted and recorded for Customer's protection and safety. The limousine shall be re-inspected upon conclusion of the engagement, by UrRide.club and Customer. Any new damage found in the limousine will be the responsibility of Customer. Customer will be charged for all repairs and any unusual cleaning that was caused by Customer or anyone accompanying Customer. (2). UrRide.club shall reach the pick-up point and location on time as required by Customer. Any delay by UrRide.club in reaching the pick-up location should be communicated to Customer. UrRide.club shall compensate Customer for the delay and inconvenience caused due to the delay.

**PAYMENT.** Payment shall be made to Fisher Transportation, LLC, located at 5713 Oldham Drive, McKinney, Texas 75070, in the amount of \$0.00 upon executing this Contract. Acceptable forms of payment will include:

- Credit Card
- Cash
- Cashier's Check
- Money Order

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 20 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Customer shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if Customer fails to pay for the Services when due, UrRide.club has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

**DEPOSIT.** At the time of the signing of the Contract, Customer shall pay a deposit of \$50.00 to UrRide.club for the purpose of any unforeseen costs that may be charged due to damage or misuse of the limousine. Additional fees and costs can include but are not limited to: broken glassware; lost or stolen property in the limousine; extensive cleanup due to spills, sickness or other accidents; detailing and waxing of exterior due to sickness; shampooing, detailing or disinfecting of interior due to sickness, spills or other accidents; rips, burns or tears to upholstery; or vandalism.

UrRide.club may apply all or a portion of the deposit to restore or replace any damage to the limousine and or any additional fees outlined below. UrRide.club will, upon completion of the services, refund any deposit balance after such deductions to Customer. Additionally, UrRide.club will provide an itemized invoice describing in detail each expense and the cost associated with such.

**ADDITIONAL FEES AND CHARGES.** Customer agrees to pay any additional charges incurred such as overtime, cellular usage, tolls, or parking fees. UrRide.club will provide an itemized invoice describing in detail each additional fee and the cost associated with such.

**ALCOHOL AND DRUGS.** UrRide.club will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages be consumed or used by any person under the legal drinking age. Customer further understands and agrees that it is UrRide.club's policy that no illegal drugs or contraband be used or in the possession of any passenger during transport. In the event the limousine is seized or damaged due to Customer's improper use of alcohol or use of illegal drugs or contraband. Customer shall be held responsible for additional charges due to down time in which the vehicle is unable to be hired out and for repairs to any damages.

**CLIENT SAFETY.** Customer or anyone traveling in the limousine under this Contract shall remain inside of the passenger cabin at all times while the vehicle is in motion and shall not stand or hang out of the sunroof or windows. If Customer stands or hangs out of the sunroof or window, Customer shall pay a fine immediately to UrRide.club. The fine amount shall be determined by UrRide.club. UrRide.club will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion, at a standstill or entering and exiting vehicle. Customer is responsible for the behavior, actions and damages caused by any guests or individuals Customer permits to join in using the limousine service.

**SMOKING.** It is the policy of UrRide.club that no smoking takes place inside the limousine. Customer will be held responsible for any damages or cleaning costs necessary due to violation of this policy.

**TERM.** This Contract will terminate automatically upon completion by UrRide.club of the Services required by this Contract.

**CANCELLATION POLICY.** A minimum of 48 hours notice will be required for cancellation of this Contract and a full refund to the client. Any cancellation made with less than 48 hours notice

prior to the agreed upon service date will result in full payment by the client.

**PROVIDER SAFETY.** UrRide.club is responsible to ensure each of UrRide.club's employee's, drivers, and workers receive orientation to his or her job duties, including specific safety requirements, prior to beginning the assignment. No employee, driver or worker of UrRide.club will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

**PERMITS.** UrRide.club has obtained or shall obtain at UrRide.club's sole expense all permits licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Contract. UrRide.club shall provide Customer with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

**CONFIDENTIALITY.** UrRide.club, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of UrRide.club, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal or compromising to Customer. UrRide.club and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**WARRANTY.** UrRide.club shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in UrRide.club's community and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to UrRide.club on similar projects.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

**REMEDIES.** In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall

have 10 days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party's reasonable control ("Force Majeure"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.** Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE CONTRACT.** This Contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.** This Contract shall be construed in accordance with the laws of the State of Texas.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.** This Agreement shall be signed on behalf of Customer by \_\_\_\_\_ and on behalf of UrRide.club by Bryan Fisher, Owner and effective as of the date first above written.

Service Provider:  
Fisher Transportation, LLC DBA UrRide.club

By: \_\_\_\_\_  
Bryan Fisher  
Owner

Client:  
Customer

By: \_\_\_\_\_  
\_\_\_\_\_