

TERMS AND CONDITIONS: You and/or the above named customers understand and agree that all the charges are assessed from Night Out Limousine. The credit card holder authorizes all unpaid deposits and balances with either verbal or signed acceptance of this contract. A 50% non refundable deposit is required at the time you reserve the limousine. The balance is due upon completion of your charter, and may also include any reimburseable expenses such as toll fee's are parking fee's. If, for any reason, payment is not paid when due, a late charge of one and one half percent per month will be assessed. If this agreement is placed in the hands of an attorney and/or collection agency, the undersigned and/or credit card holder agrees to pay all attorney and/or collection fees.

Night Out Limousine is not responsible for items left in the vehicle at any time. All limousines are strictly non-smoking.

If anyone vomits in the limousine, a \$250.00 per episode fee will be charged to your credit card on file.

If minors are riding without a parent or guardian, a separate minor agreement must be signed by the parent or guardian prior to the charter.

These limousines require special structural engineering. If any breakdown occurs the customer will be refunded that portion of the travel charges that relate solely to the time that the vehicle is inoperable. Night Out Limousine reserves the right to substitute one vehicle for another vehicle providing it is the same or larger size vehicle. Night Out Limousine will not be responsible for delays due to traffic conditions, accidents, or any other unforeseeable act of God, and any lost time as a result of thereof will be made up at the end of the scheduled charter. In compliance with CPUC Regulation Section 5348.1 & .3 consumption of alcoholic beverages by passengers less than 21 years of age is prohibited.

LIABILITY: This agreement is a contractual arrangement of this company for the hire of limousine service. The customer and the customer's party are expected to conduct themselves in a manner so as to not cause injury to themselves, to third parties, or damage to the hired limousine. In the event of any damage or unusual use/wear to the limousine by the customer or any guest of the customer, there will be a minimum charge of \$250.00 for the repair and/or general cleaning of the limousine in addition to the hourly rate for limousine and chauffeur. Decision as to the unusual use/wear of the vehicle interior and its environs, rests with the Company solely, and its experience as to general habitation of hired limousine, and its decision is final.