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## **USA SKY COACH SERVICE**

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***(866)541-4556 (703) 998-1301 Fax (703) 563-9611***

- Client hereby verifies that the pick-up date, times, number of passengers and billing information are correctly stated.
- Client shall be liable for all damages to the vehicle sustained during client's trip; to include all spills, burns, rips, tears, or damage to the television, stereo or other equipment. Client agrees to pay a service charge of \$200.00, to clean any spillage in the vehicle.
- Client hereby authorizes American Coach to charge a 50% deposit, to the credit card on file, at the time of reservation, which is non-refundable. Client understands that the American Coach does not give refunds at anytime.
- Client understands the cancellation fee is 100% of the total reservation if not made within 30 days prior to the trip. Client understands that there will be no eating or smoking in the vehicle or the trip will be TERMINATED immediately.
- Client agrees to directly pay the chauffeur for the cost of all parking expenses, tolls or overtime.
- Client agrees that if anyone in the party is found using any illegal drugs, fighting, or any other conduct, considered inappropriate by the chauffeur, the chauffeur is under strict order to return all passengers to the starting point or the drop off point immediately.
- Client agrees that contract must be signed and faxed back within 24 hours or reservations will cancel.
- Client understands any changes to the contract, once signed, will result in a price increase.
- Client agrees that the American Coach shall not be held liable for any damages arising out of the American Coach's inability to perform due to inclement weather, mechanical or electrical difficulties, delays due to traffic conditions, or any unforeseen events beyond the reasonable control of the Limousine Company.
- Client understands that the American Coach shall not be responsible for any items left in the vehicle or the safe keeping of any item(s).

### **PLEASE READ THESE ADDITIONAL TERMS AND CONDITIONS PRIOR TO SIGNING CONTRACT.**

- Customer represents to be at least 18 years of age and legally capable of entering into this contract under Virginia law.
- With the exception of Weddings, Proms and Homecomings (which must be paid in advance of the service date). Balance may be paid by credit card if pre-arranged with the office (cardholder must be present with credit card & ID upon arrival on rental date). NO checks of any kind will be accepted unless received at least 30 days prior to rental date. There is a \$100.00 returned check fee.
- 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 vehicle. Chauffeurs' do not have the ability to waive overtime for any reason. Overtime is charged by the hour not prorated per minute.
- There is a maximum of 3 permitted pick up and 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.
- Minor changes to rental are upon availability and REQUIRE A MINIMUM OF 48 HOURS NOTICE. CHANGE REQUESTS MUST BE IN WRITING AND FAXED TO (703-563-9611). Call if flight times change. Any changes in arrival or destination locations may result in

additional charges (travel charges). A contract change fee will be applied to all contracts if changes are made after signing.

- NO REFUNDS on deposits &/or payments made in full. All deposits and payments are non-transferable.
- Customer agrees to pay a late charge of 2% per month for any unpaid balance or attributable damages, as defined below, and shall reimburse Company for its costs of collection, including reasonable attorneys fees incurred.
- Customer is responsible for payment of tolls and parking.
- SMOKING, ILLEGAL USE OF ALCOHOL, &/OR NARCOTICS OR CONTROLLED SUBSTANCES ARE PROHIBITED AND WILL RESULT IN ADDITIONAL CHARGES AND IMMEDIATE TERMINATION OF THE TRIP. 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.
- The chauffeur inspects each vehicle before, during and after each rental. In the event of damage suffered, 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 \$300.00. If customer or customer's guest smokes inside the vehicle, customer shall be charged \$500.00 and the rental will be terminated, without refund. NO EATING in the vehicles! Exterior decorations subject to weather.
- 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.
- 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.
- 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/bus 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.
- 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.
- 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.
- Written additions and/or alterations by the customer, without written agreement of the company, are invalid and unenforceable.
- Vehicles are sold and /or updated at the discretion of management. Vehicle requests are not guaranteed.
- In case of any disputes/charge backs from the clients, American Coach reserve their rights to take legal actions against the customer/company and customer/company will be responsible for all the Court Fees, including reasonable attorneys fees incurred.
- Customer agrees to 50% non-refundable deposit, with or without signature, minimum deposit \$150.00.

- Cancellation Policy: Cancellations must be in writing and mailed or faxed to us at (703) 563-9611. Cancellation fee is 100% of the total rental price if not made within 30 days prior.
- Additional charges will be applied to the credit card on file to cover any damages that occur; charges are as follows: Smoking in the vehicles \$400.00 and immediate termination of the trip; Cigarette burns \$500.00; Ripped or damaged upholstery \$700.00; Spillage of drinks \$200.00; Stained Carpet \$200.00; Vomit in or on the vehicle \$250.00; Lost or broken glass \$30.00 per glass; Lost or broken remote \$250.00; Excessive mess in the limousine \$200.00. Chauffeur has the right to terminate the trip, without refund, if he/she feels that the party is not abiding by the above rules or is putting the vehicle or the chauffeur at risk. Bottled beer is not permitted in the vehicle; canned beer only!

- **Agreement & Liability**

- 1. Client agrees that there will be no smoking in our vehicle(s).
- 2. Client assures that no illegal drugs or alcoholic beverages will be consumed in our vehicle(s).
- 3. Client agrees that the passenger capacity of vehicle provided shall not be exceeded.
- 4. In case of misconduct by your party, chauffeur has the right to terminate this agreement without any refunds.
- 5. Client holds limousine service harmless and not liable for any personal or material damages arising from the conduct of his/her party.
- 6. Client is responsible for damages to the vehicle committed by his/her party during service, either willfully or accidentally.
- 7. Client is responsible for the full payment of any overtime charges, beyond the original agreement.

**ONLY Parents are permitted to make Prom reservations – no student, even if over the age of 18, is permitted to contract a vehicle with American Coach Service. Any reservations submitted by anyone other than the parent will be discarded. You must verify receipt of all reservations by calling the office.**

**DEPOSITS AND PAYMENTS ALWAYS REMAIN NON REFUNDABLE AND NON TRANSFERRABLE.**

By signing below, I agree to all the terms & conditions listed above from USA Sky Coach.

Client Name \_\_\_\_\_ Signature \_\_\_\_\_

Date \_\_\_\_\_ Confirmation # \_\_\_\_\_