



FULL TERMS & CONDITIONS

This contract is between _____ his/her/their guest (hereinafter sometimes referred to as "the client), and Cape Fear Transportation, LLC. DBA Cape Fear Limo, Cape Fear Coach Lines (The Company) and anyone associated with The Company including but not limited to Meow Investments, INC. Unless rescinded, revoked, or cancelled in writing by either party, this contract will be valid for all future services forward of the date on which it is signed. It is the responsibility of the client to inform and enforce his/her guests of this contract, Full Terms and Conditions. Information from the client is binding and cannot be changed without The Company acceptance.

_____**(Initial) RESERVATION/DEPOSITS** - To complete your reservation, this contract must be signed and returned to The Company within 48 hours of date/time of reservation. All deposits in which the client provides are nonrefundable. Unless otherwise agreed upon, The Company requires a 15% deposit on all vehicle reservations. Unless otherwise agreed upon, in writing, by the parties, Check, Visa, Mastercard or Discover Card are the only forms of payment that may be used as a deposit.

_____**(Initial) BALANCE** - Unless other arrangements have been made in writing, the client's balance is due 14 days prior to Charter Date. Payments received after the due date (14 days prior to Charter Date) will incur a 10% Late Fee. Unless otherwise agreed upon, credit card transactions in the amount of \$3,000 or greater will be charged a 3% Transaction Fee. To avoid the Transaction Fee, personal and business checks are accepted and must be received no later than 14 days prior to Charter Date. If The Company is unable to collect the remaining balance within 7 days of Charter Date, the Client's reservation will be cancelled and all deposits will be forfeited.

_____**(Initial) GRATUITY** - To ensure the highest level of value and customer service, The Company compensates their drivers and team members with a base hourly wage for performing their duties. This base hourly compensation is included in all charters/services and is not considered gratuity. Therefore, while gratuities are encouraged, The Company asks that the Client acknowledge the efforts of the driver and/or team members directly and leaves the matter of the amount of any gratuity in the sound discretion of The Client.

_____**(Initial) PAYMENTS** - The Company bases the client's charter price on the mileage, date(s) and time from the information that was provided by the client when making the reservation. If the client's itinerary changes during the scheduled charter, additional charges may apply. The Client agrees to pay any additional charges incurred including, but not limited to, overtime, tolls, parking, damages, and/or overnight accommodations for driver/team member(s). When hotels are required, each driver must have their own room. On all reservations, the Client will be considered a no show after 30 minutes past the scheduled pickup time and will be required to pay the full amount of the reservation. The Company has the right to add and collect late charges with interest at the maximum rate allowed if any payments are not collected after services have been performed. All accrued expenses are due along with any other cost incurred including, but not limited, to filing fees, court cost, reasonable attorney fees, injuries by reason of such non payments, etc. The Client assumes full responsibility for any and all payments, and/or services due and payable to The Company.

_____**(Initial) REFUNDS** - The Company reserves the right to terminate any charter/services without refund if the chauffeur, or the Company supervisor feels that the client or guests of the client are putting themselves, others, and/or vehicle in danger of damages and/or injuries. The Company reserves the right to terminate this contract for noncompliance, especially if the client does not follow The Company's requests in order to obey the rules in this contract.

_____**(Initial) OVERTIME** - It is of importance that the client makes allowances for anticipated delays and adheres to the agreed time schedule. The Company is not responsible for delays caused by US DOT regulations, traffic conditions, weather conditions, and/or directions provided to the driver/crew member(s) by any passenger. The Company can not guarantee the availability of overtime. In the event that the client wants to change the scheduled itinerary, they may do so, only if The Company can accommodate this request. On all hourly/day charters, The Company provides up to a 20 minute grace period at the end of the scheduled drop off time. After 20 minutes of scheduled drop-off time, the client will be charged \$150 per hour.

_____**(Initial) HOURS OF SERVICE/HOTELS** - Drivers are not permitted to drive more than 10 hours or be on duty longer than 15 hours without an 8 hours break/off duty period. The Company requires drivers to be off duty for a minimum of 9 hours to allow time for refueling, pre and post trip inspections. Due to this reason, changes to your itinerary during the charter can result in additional charges. If overnight accommodations are needed for the chauffeur(s), a separate room for each is required at the expense of the Client.

_____**(Initial) CANCELLATIONS** - If cancellation occurs from the client's side, any deposits and/or payments will be nonrefundable. If the client cancels this contract within 14 days of the charter/service date for any reason, The Company is still authorized to collect the remaining balance in full. All cancellations must be confirmed and submitted in writing to The Company. Any changes after the initial reservation need to be confirmed and approved by The Company. The Company requests that The Client call and confirm their itinerary 2 weeks prior to Charter Date. If the Client confirmation is not made, The Company is not responsible for errors associated with the charter. Please provide us with detailed directions/maps along with an itinerary. Cancellations due to severe weather will be handled accordingly.

_____**(Initial) DAMAGES & FEES** - The client accepts full liability for all damages done to the vehicle(s) either by the client or the client's guests during the client's charter. The Client understands that the vehicle(s) has been inspected prior to the Client's charter and found to be of sound condition prior to assignment. The Client has the right to request an inspection prior to and at the end of the Client's charter. If inspections are not requested, any complaints related to the vehicle are void. **FEES ARE AS FOLLOW:** \$50.00 minimum for each burn, rip or tear to upholstery. \$100.00 minimum for extensive cleanup due to spills, trash, etc. \$150.00 minimum for shampoo and disinfecting due to any type of smoke, stains, sickness and/or bodily fluids. \$200.00 minimum for each act of vandalism and/or damages to any escape windows or roof hatches.

_____**(Initial) ELECTRONIC CIGARETTES, ALCOHOL & ILLEGAL DRUG USE** - The use of smokeless tobacco products and e-cigarettes are strictly prohibited in all vehicles. Illegal drug use is not permitted in any of our vehicles. The Client will not allow any alcohol to be consumed by any passenger under the age of 21. If either is found, the Client's charter will be terminated immediately with assistance of law enforcement and no refunds will be given.

_____**(Initial) SPECIAL NEEDS/REQUESTS** -The Company must provide accessible service to passengers with disabilities on a 48-hour advance notice basis. However, The Company is not required to fundamentally alter reservation practices or displace other passengers in order to meet these requirements.

_____**(Initial) ANIMALS** - Animals including dogs are not permitted on any Motorcoach, with the exception of Service Animals, that must meet the definition and requirements set by the ADA.

____ **(Initial) PROPERTY/LUGGAGE** - At the request of the Client, the Chauffeur may assist and load luggage or other items not to exceed 30 lbs. The Company is not responsible for any lost, stolen or damaged property. Large items such as, but not limited to, motorized scooters must be pre approved in writing 48 hours prior to the Client's charter.

____ **(Initial) LIABILITY** - While The Company and its employees are insured, The Company shall not be held liable for damage or harm, to property or person(s) due the negligent acts of the Client or the Client's guests, including if the client and/or the client's guests choose to stand while the vehicle is in motion. The client and the clients guests understand the dangers of riding in and embarking onto or disembarking The Company's vehicle(s), and assume full responsibility in the event of any injuries/death, not caused by the negligence of The Company and/or its employees. For everyone's protection, the Client's charter/service may be monitored by an attendant, GPS and/or video/sound surveillance systems. Unless the Client requests otherwise; any sounds, photos and/or videos that are taken during the client's charter may be used for training and/or marketing use. The Company will not be held responsible for any lost, stolen, or damaged articles. The Company will assist with luggage at the client's request, but assumes no liability.

____ **(Initial) CHILD SEATS & PROTECTION EQUIPMENT** - Should child seats or other protective equipment be required for the Client or any of the Client's guests, it shall be the sole responsibility and duty of the Client to ensure that all such equipment is properly installed in The Company vehicle, and neither The Company nor any of its employees have implied that they are licensed or certified to install, or inspect the installation of, any such equipment.

____ **(Initial) AED EQUIPMENT**-Your vehicle may be equipped with an Automated External Defibrillator (AED) machine to be used in the event of a passenger emergency. While your chauffeur may be CPR and AED certified, he/she is not a medical professional. Instructions from the AED Manual or 911 must be followed.

____ **(Initial) AUDIO & VIDEO EQUIPMENT** - Although our vehicles may have audio and video capabilities, we do not and will not provide any form of entertainment that is not available over the public airwaves. Client shall be responsible for compliance with any and all local, state and/or federal statutes, laws, and/or regulations concerning any form of entertainment that the client wishes to utilize.

____ **(Initial) POWER OUTLETS & WIFI** - I understand that not all vehicles are equipped with power outlets and wifi. I also understand that a request for power outlets and/or wifi does not guarantee availability or effect my Charter Costs.

____ **(Initial) BREAKDOWN PROCEDURES** - The Company adheres to a scheduled maintenance program to ensure its Fleet is in a safe and proper condition at all times. In the event of an unforeseen mechanical problem causing a breakdown, The Company will first attempt to troubleshoot the problem with your Driver and/or Crew members. If that attempt proves to be unsuccessful, we will dispatch a Roadside Service Team. Depending on your current location and situation, we will also dispatch another comparable vehicle. At the Company's discretion, The Client may receive a credit, if requested, for lost time to be used towards a future charter. The Company is not responsible for any refunds of any Tours, Attractions, and/or Accommodations not purchased through The Company.

____ **(Initial) OVERBOOKING & SUBCONTRACTING** - While the Company does not practice "overbooking", in the event of unforeseen circumstances and/or the need for additional vehicles, the Company reserves the right to subcontract services from our Approved Vendor List and/or Pupil Transportation Safety Program List in order to prevent unsafe and/or underinsured Passenger Carriers transporting our clients. In the event the Company is unable to accommodate a Charter using its own vehicles or the services of a Subcontractor, a full refund will be issued.

____ **(Initial) CHAUFFEUR** - To ensure the highest level of customer service and safety for all, the Chauffeur in which The Company provides, shall perform a pre-trip inspection of the Client's charter vehicle prior to the scheduled time of arrival. The Chauffeur shall obey all State and Federal regulations; maintain a safe speed; and present an overall clean, professional and friendly attitude/appearance. With the exception of one-way transfers, sports games or temperatures above 82 degrees, the Chauffeur shall be dressed with black pants or skirt (determined by the ladies), black belt, white dress shirt, safety vest and a black tie. During American Holidays, the Chauffeur may wear a non-offensive festive/holiday tie.

____ **(Initial) MISCELLANEOUS PROVISIONS** - **Entire Agreement:** This Agreement constitutes the entire agreement of the parties with respect to the matters covered hereby, and supersedes any previous agreements, whether written or oral. Each party hereby covenants and agrees for itself and its successors and assigns, that no such understandings, expectations or agreements which may hereafter arise shall be recognizable or enforceable unless the same shall be reduced to writing and signed by the parties to be charged. **Binding on Successors and Representatives:** This Agreement shall be binding, not only upon the parties hereto, but also their successors and assigns. The parties agree for themselves and their successors and assigns to execute any instrument which may be necessary to legally affect the terms and conditions of this Agreement. **Amendment:** Neither this Agreement nor any of the terms and conditions herein set forth may be altered or amended verbally, and any such alteration or amendment shall only be effective when reduced to writing and signed by each party or their respective successors and assigns. **Governing Law:** This is a North Carolina Agreement, and it shall in all respects be governed by and interpreted in accordance with the laws of North Carolina. **Arbitration:** Any controversy or claim arising out of relation to this Agreement, its formation, interpretation, performance, or breach, shall be settled by final and binding arbitration in accordance with the Employment Arbitration Rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator(s) may be entered by any court having jurisdiction thereof. The arbitration shall take place in Wilmington, North Carolina.

____ **(Initial) CONCERNS, COMPLIMENTS AND/OR COMPLAINTS** - If for any reason the Client is not 110% completely satisfied with the services received, the Client shall have 48 hours after the completion of the charter to file a complaint in writing. If The Company does not receive the complaint within 48 hours from the end of the charter time, the client agrees that the Client and Client's guest are completely satisfied and happy with all services provided and there are no complaints. The Client understands that this complaint shall be separate from the contract and therefore will have no recourse against The Company and the payment the client authorized.

____ **(Initial) CONFIRMATION** - The Company agrees to carry out the provisions of this agreement, but it is understood that The Company shall not be liable for delays caused by traffic, accidents, weather or breakdowns. The Company reserves the right to refuse travel on certain roads for safety or US DOT reasons. In the unlikely event of a mechanical failure, driver illness or any other emergency preventing the operation of any vehicle, The Company or the operating company is to be given a reasonable amount of time for repairs to the vehicle, replacement of the vehicle, or driver replacement at its option. The Client agrees that The Company and anyone associated with the Client charter/service hold no liability for the Client and/or Client's guest actions during or after the conclusion of the Client's charter/service and accepts no responsibility for any damage, harm or death. The Client agrees to be solely responsible for actions, decisions and judgments made and exercised during and after the conclusion of the Client's charter. The Client agrees to hold The Company and anyone associated with the Client's charter/service harmless for any and all losses or illegal charges the Client or any other person or entity may suffer. The Client is satisfied with the terms and conditions above and fully understands and agrees. It is recommended that the Client reviews this contract carefully and understands it completely before signing.

SIGNATURE: _____

DATE: ____/____/____