



MS Luxury VIP Transportation, LLC.
Rental Agreement Contract
"Pros on the Road" - USDOT: 4027182

MS LUXURY VIP TRANSPORTATION RENTAL AGREEMENT - Please review this confirmation to confirm this reservation itinerary is correct. If your reservation requires an update or correction, please contact our reservation team on phone (888)285-7779, or simply reply to this email to update your reservation. All Airport arrival/departure must have your correct airline/flight information on this reservation or there can be a delay in service. The person named on this contract is responsible to INFORM ALL passengers of our rental agreement. **IMPORTANT:** By booking this reservation the client/passenger agrees to accept chauffeur status text messages until this reservation has been completed. MS Luxury VIP Transportation, LLC. thrives in providing the best overall customer service experience in our industry. Our company also has strict safety guidelines to ensure our clients' and their guests' safety while in our care. We use recording devices (front/rear facing) in our vehicles for insurance and chauffeur compliance that are only reviewed by our management for internal use only. Our company will strictly enforce all State and Federal Laws and will maintain a zero-tolerance compliance policy that NO alcoholic beverages can be consumed or used by any person(s) that are not of legal age of 21 years of drinking age per TABC law. We also have the right to have our Chauffeurs inspect all bags that are brought into our vehicles for Alcohol under the age of 21 years. Glass is NOT allowed to be brought onboard unless approved by management (Glass beer bottles, wine bottles, etc.). No large plastic coolers are allowed in the passenger area, only allowed in the secured trunk area. We also do our best to accommodate each client with any special requests or changes. We have had cases where our equipment has been left behind with more than a clean-up, therefore we now require a signed document that the renter will be required to pay for all damage that has been caused by the renter and our guests. We take pride in providing each client with a clean luxury vehicle, Limo, Sprinter, or bus. We thank you for your understanding and assistance in keeping our equipment clean. Please visit our FAQ page for our COVID-19 Policy and Procedures along with additional information. We have the right to deny service at any time.

***All our company fleet vehicles are prohibited from driving on unpaved roads, dirty roads, gravel roads or any other road that is not paved, steep driveways, steep parking lots, uneven pavement (Unless approved by our management team first). Glass of any kind is not permitted in any of our fleet vehicles unless a written approval is granted by the company president which in most cases will not be approved due to liabilities.**

"IMPORTANT INFORMATION" - All deposits are NON-refundable. We do not accept cash transactions. MS Luxury VIP Transportation, LLC. is not liable in the event of a mechanical breakdown occurring before, during, or after a reservation. If the reservation is paid in full and a breakdown occurs, we will replace our equipment during an active reservation with no additional costs depending on equipment/chauffeur availability. If an immediate replacement of equipment is not available, we will be responsible for making alternative arrangements to complete the reservation at an agreed date/time. The client that booked the rental assumes full financial responsibility for any damages to our vehicle that was rented caused by force by client and or guests to the reserved Executive Sedan/Executive SUV/Prem Luxury SUV/Stretch Limousine/Sprinter Executive van/Sprinter Limo van/Sprinter Shuttle van/Mini Coach Bus/ Motor Coach bus/Party bus. The following is the breakdown of damage fees; please keep in mind WE DO NOT ALLOW FOOD/SNACK in any of our fleet vehicles. We do not allow alcohol to be consumed inside any of our fleet vehicles unless there is a partition between the chauffeur and guests. Any alcohol beverage spill on our vehicle seat(s) has a minimum of a \$500.00 charge, \$200.00 minimum for damaged carpet, \$500.00 minimum per damaged mirror (Limo), Damage to flat screen TV monitors will result in a \$500.00 minimum replacement fee plus repair labor and out of service fees and will be charged to the credit card on file. A \$250.00 minimum fee for extensive cleanup (spills, Soda sills, wine spills, food cleanup, etc.), \$100.00 for a gum in the carpet cleanup, \$1,000.00 minimum shampoo and disinfecting (due to sickness-exterior), \$350.00 detailing and wax (due to sickness-exterior), \$500.00 minimum for damaged seats pending estimate, \$75.00 for broken Glassware (Stretch Limo), rip or tear to upholstery, \$750.00 minimum for each act of vandalism(including and not limited to TV/Stereo equipment), Sprinter Executive Van table replacement is a minimum of \$900 plus labor if scratches occur from items that are put on the table and scratches occur (let your chauffeur assist with items brought onboard to avoid scratch charges), A \$750.00 will be added to this reservation for smoking inside of our fleet vehicle, reservation will be terminated after first incident by chauffeur. We DO NOT allow clients to clean our vehicles due to our insurance and liabilities. A \$1,000.00 minimum opening our fleet vehicle door into another vehicle or stationary object (It is advised to allow your chauffeur to open your door). It is important to remember that inciting others to cause damage to our fleet vehicle will result in charges for the damage that occurred. Example yelling insults at pedestrians from our vehicle, any damage caused by the other party will be the client(s) responsibility. This is not an exclusive list; as our Sedans, SUVs, Sprinter vans and buses may cost more, an estimate will be provided to the responsible client that agreed to our rental agreement.





All damage caused to our fleet vehicles or affiliates vehicles is all covered in our rental agreement, including (not limited to) loss of revenues for downtime during repairs will be charged to the client's credit card used to book the reservation. If there are not enough available funds on the client's credit card to cover the total costs of repairs and company losses (including affiliates) to satisfy the damages, MS Luxury VIP Transportation, LLC. (An affiliate Company) reserves the right to file a lawsuit at a local Court of law to recover all company losses including (not limited to) court costs and our company time. The use of cigarettes, cigars, vapor (e-cigarettes), DRUG USE "CONTROLLED SUBSTANCE" is strictly prohibited in all our fleet vehicles and result in IMMEDIATE TERMINATION of reservation WITHOUT REFUND. If the client or guests smoke or vapes inside any of our fleet vehicles (the client is responsible for informing all guests of our rental policy), the client is responsible for paying an additional \$750.00 at the end of the reservation to down our fleet vehicle for 24 hours and replacing all cabin filters. Any fines will be paid by the client that made the reservation. We do not allow anyone to hang out of our vehicle's window(s) while in motion, we DO NOT allow anyone to stand/squat. We do not allow doors to be opened while the vehicle is in motion. We do not allow yelling insults at pedestrians from our vehicles. MS Luxury VIP Transportation, LLC. is not responsible for injuries due to horseplay is strictly prohibited (can result in reservation termination without refund) in our vehicle. MS Luxury VIP Transportation, LLC. is not responsible for personal items left behind by guests during stops on the active reservation or left behind after reservation has been completed. All passengers are required by locals, State and Federal law to be securely seat belted while our vehicle is in motion without exception. If our safety requirements are not met, MS Luxury VIP Transportation, LLC. is not liable for injury by not following Local, State or Federal laws along with our safety procedures which can be terminated at any time without a refund by our chauffeur. We authorize our chauffeur to terminate a reservation if he/she (chauffeur) observes a safety risk to our guests during an active reservation. If there is a blatant indiscretion on the part of the client(s) and/or guest. The chauffeur will have full discretion whether to terminate the active reservation without a refund. Our rates are subject to change without notice.

"CANCELLATION POLICY FOR EXECUTIVE SEDAN, EXECUTIVE SUV, PREMIUM LUXURY SUV" - MS Luxury VIP Transportation, LLC. has a reservation cut-off time 24 hours before the time of the reservation to avoid full charges for our rented Executive Sedan, Executive SUV, Premium Luxury SUV. We require a 14-day cancellation in advance for our specialized vehicles, i.e. Executive Sprinter, Limo Sprinter, Shuttle Sprinter, Stretch Limousine, Mini Coach Bus, Party Bus, Motor Coach Bus rental to avoid full reservation charges. Reservations booked for our Executive Sedans, Executive SUVs or Premium luxury SUV have a 24-hour cancellation policy to avoid full charges, if canceled after our 24-hour cut-off time you will be charged full reservation charges after our 24-hour Cut-off. ANY SPECIAL ORDERS PLACED (event parking, events, drinks, flowers). Fees will be charged to the credit card on file. If a reservation is changed (no extra charges for flight delays only, full charges for i.e. diversion, last-minute cancellation and client can file a claim with their airline) for a pickup within 24 hours unless due to hazardous weather. An additional fee of \$25.00 will be added to the reservation for re-routing our Chauffeur to accommodate a pickup change after our 24-hour cut-off time. Affiliates have a 6-hour cancellation policy, after 6 hours will be responsible for full reservation charges.

"GLOBAL POLICY" - Reservations outside of the Central Texas market cancellations/updates after our 24-hour cutoff can be charged the full reservation total costs for updates or cancellation of a reservation. This cancellation fee is dependent on the market rate of the City/State or Country, and cancellation policy is in. We have no control of other markets.

"SPECIALIZED VEHICLE CANCELLATION POLICY" - The following vehicles are considered specialized and fall under this cancellation policy, i.e., Stretch Limousine, Sprinter Executive Shuttle, Sprinter Limo, Sprinter Shuttle, Buses (7-56 Passengers). A deposit of \$200.00 is required at the time of reservation and is NOT refundable. If a client decides to cancel the reservation any time after reservation is confirmed, they agree to forfeiture their required deposit of \$200.00 without exception to MS Luxury VIP Transportation, LLC. All our specialized vehicles require a 14-day reservation cancellation, i.e., Stretch Limo, Sprinter Van(s), Mini Coach Bus(s), Party buses, Motor Coach Buses. Any reservation canceled within 14 days will forfeit 100% of the reservation costs.

"ADDITIONAL CHARGES" AIRPORT" - Our flight arrival (via Flight View) wait times are as follows; chauffeurs are allowed a maximum of 30 min for Domestic & 45 min for international flights. Any wait time after flight arrival time is \$1.35 per minute. If a client is NO SHOW After 30 Domestic and 45 minutes International of flight arrival time, the client is responsible for full charges of the total cost of reservation and will be considered "No show". An extra charge of \$30.00 will be added to your reservation during our night hours between 11:00pm-4:00am for ALL RESERVATIONS.

No added fees for INSIDE GREET pickup. All inside Meet & Greet service, please look for our chauffeur holding a sign/tablet or cell phone with your last name in the baggage claim area. The cost of Inside meet and Greet services outside of the Austin, TX market depends on City Airport rates. ****ALL OUR FLEET VEHICLES HAS A MAX BAG CAPACITY, IF PASSED OUR MAX CAPACITY WILL DELAY UNTIL A SECOND VEHICLE ARRIVES TO ASSIST AND SECOND VEHICLE FEES WILL APPLY**** The following is our max capacity per vehicle type SEDAN-2, SUV-5, Stretch Limo-4, Sprinter van-16. There are no exceptions to this policy. A extra per baggage charge will apply if vehicle is loaded more then capacity to your final bill.





"POINT TO POINT" - A chauffeur's scheduled arrival time is 15 minutes early that's included in the rate, and 15 minutes after pickup time is also included in the rate. After 15 min from pickup time, standby rate \$1.35 per minute. Flat rate includes from pickup address to destination, we allow one extra stop which will be charged at our additional stop fee of \$25, if more stops are added then reservation will convert into hourly reservation with our minimum hours depending on the day of the weekend type of vehicle. Please review HOURLY RATE AGREEMENT. We do not offer Point to Point transfers Friday-Sunday, we only offer hourly bookings. Please refer to our Hourly rate policy for weekends.

"HOURLY RATE SEDAN/SUV/EXEC SUV" - Reservations booked hourly have a minimum charge of 2 to 3 hours depending on vehicle type, and special events have a 10-hour minimum (Formula-1, SXSW, ACL and other high demand events). All hourly reservations start time from base, and hourly rate will end once returned to base (Zip code 78702). Total hours will be calculated once our vehicle returns. Deposits are required at the time of reservation. A deposit fee of \$150 can be charged to the credit card on file. ALL SPECIALIZED VEHICLES HAVE A NON-REFUNDABLE CHARGES "SEE BELOW FOR SPECIALIZED VEHICLE CONTRACT". All Buses, Sprinter & Limo going outside of the Austin metro area will have an additional drive time charge/out of Metro area charge depending on the pickup location. All reservations that are Charter/Hourly start from our base in Austin, TX 78702, and the time stops when the vehicle returns to base. All Global reservations differ depending on market contract agreements and lively regulations and rates. We DO NOT refund unused hours (both client or affiliate) and cannot guarantee availability if the client chooses to extend the hourly reservation and depends on scheduling availability.

"HOURLY RATE SPECIALIZED VEHICLES" - Specialized vehicles are categorized as the following, Stretch Limousine, Sprinter Van(s), Mini Coach Executive buses, Motor Coaches. Depending on the type of vehicle reserved, we have a minimum hour depending on vehicle category, day of the week (Our Team will assist with questions). Please refer to the above Cancellation policy for our specialized vehicles. We DO NOT refund unused hours (both client affiliates) and cannot guarantee availability if the client chooses to extend the hourly reservation and depends on scheduling availability. All hourly reservations start time from base, and hourly rate will end once returned to base (Zip code 78702). Total hours will be calculated once our vehicle returns. Deposits are required at the time of reservation. It is the responsibility of the client to point out any damage to the chauffeur before the reservation starts to avoid costly repairs, however our chauffeurs are trained to check for all damage before reservation, during the reservation and between every stop. If damage is spotted it will be documented with dispatch and will be emailed directly to the client without delay. We do not allow glass of any kind or alcohol in the following vehicles: Sedans, SUV's, Executive Sprinters. Any special requests will be denied. We do not allow alcohol in our Executive Sprinters, only allowed in our Limo style sprinters. All glass and alcohol must be secured and sealed in the luggage compartment. No food or snacks allowed on our Executive Sprinter(s).

"EXTRA CHARGES" - All reservations will include an automatic \$15.00 admin fee, which will be charged even if a reservation is canceled and NON-REFUNDABLE, STC charge, Fuel charge, Airport fees and 20% gratuity suggested amount added, however gratuity can be reduced/increased or removed upon client's request (extra gratuity paid to chauffeur directly by client is deeply appreciated). MS Luxury VIP Transportation, LLC. is not responsible for delays or the termination in winter caused by unsafe road conditions (i.e., unsalted icy roads, accidents, etc.). We have no control over the following chauffeur delays: road closures, accidents, unanticipated traffic (Our customer service team will keep clients updated on arrival time if there are any delays). We are not responsible for articles left in our vehicles; however, we do our best to get your articles back to the client/guest within 24 hours. Vehicles cannot be loaded beyond seating capacity by Federal law. The following reservations are NON-refundable and cannot be canceled or changed once reserved, New Year's Eve, Proms, Formula-1(weekend-Friday, Sat, Sunday), SXSW (10 event days) and ACL (two weekends) events, Austin Country Music Awards and other Austin major events not listed. Booker is 100% responsible for reservation total charges if canceled.

"FEDERAL REGULATIONS" - The US Department of Transportation Bureau of Motor Carrier Safety has established regulations for the protection of both the customer and the chauffeur. Chauffeurs are limited to:

1. 15 consecutive hours on duty in any one day.
2. Of these 15 hours, a maximum of 10 hours may be actual driving hours.
3. A minimum of eight hours off duty once the chauffeurs' total driving hours have been used.
4. This includes local service upon reaching the destination.





"HOLIDAY FEE" - The following vehicles that operate on Presidents Day, Easter, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day, New Year's Day will be added a fee of \$30.00-\$50.00 for our SEDAN, SUV, EXECUTIVE SUV to the reservation. Our Specialized vehicles will be added an additional \$20.00-\$40.00 per hour Holiday fee.

"PET POLICY" - Our company has a strict pet policy for the safety of our clients, pets, and Chauffeurs. We follow strict guidelines to stay in compliance with ADA (American with Disabilities Act.) laws regarding pets. When a pet is not Under the ADA laws, we require all pets to be in a secure animal carrier. All pets are required to be in the secured carrier for the duration of the reservation transfer. Our team is available to answer any questions or concerns regarding pet transfers We can also provide a pet carrier for an additional fee. We do not allow pets in our specialized vehicles (Stretch Limo, Sprinter Van, or buses). If an unauthorized pet is brought onboard our specialized vehicle, the client is fully responsible for the costs of all passenger cabin air filters and labor (costs \$120-\$375). The client will also be fully responsible for pet damage (i.e., all animal scratches from dogs' nails, and any part replacements will be replaced by dealership only and the client will be provided with an estimate before repairs are made. All charges will be made with the Credit card on-file. Clients must inform our reservations department that a pet will also be traveling, so we can send out the correct vehicle. If the pet is not on your reservation, then we will not allow the pet to travel in our vehicle, and the reservation will be canceled, and the client will be responsible for full reservation charges. **WE DO REQUIRE PETS VACCINATION CARD EMAILED TO Reserve@mssluxuryvip.com 24 hours before reservation.** If not received within 24 hours of the reservation, the ride will be cancelled.

"SECURITY ARMED/UNARMED/ODO OFFICERS/CONSULTANTS" - MS Luxury VIP Transportation mandates that all Security Guards, Executive Protection personnel, Bodyguards, or any individuals (including off-duty sworn officers) entering our fleet vehicles must provide MS Luxury VIP Transportation dispatch with their Company name. This information will be verified through DPS (TOPS) along with a valid Certificate of Insurance (COI) to authorize entry into our fleet vehicles. If Security is not specified on the reservation confirmation, access to company-owned vehicles will be denied.

"ADDITIONAL INFO" - Please contact our office if you have any additional questions or concerns at Phone 888.285.7779, email us at reserve@mssluxuryvip.com and our customer service agents will be delighted to assist you. We thank you for choosing MS Luxury VIP Transportation, LLC. for your professional PAX Certified chauffeured transportation needs. All damages are the sole discretion of the Chauffeur and our management team. You (the client) agree to the number of hours and rate structure provided on this reservation number that is on this Online reservation. You (the client) certify funds are available to cover this Online reservation and all deposit hold fees (damage, overtime, tolls, parking fees, wait time). By reserving this on-line reservation, you (the client) authorize the additional fee structure for vehicle damages, cleaning fee, no smoking policy, down time fee, airport fees, wait time, hourly overtime, tolls, parking fees and extra stop fees. Any pictures taken with our vehicles or chauffeurs, MS Luxury VIP Transportation, LLC has the right to those pictures to share on our website and/or social media pages. By reserving this on-line reservation, you (the client) are confirming that you are the Credit Card holder for this reservation. By reserving this on-line reservation, you (the client) are responsible for all the full reservation charges on this reservation. Any falsified information on this agreement/contract/online reservation system, can face legal action in a United States Court of law. If the credit card on file declines after the trip is completed, you have up to 24 hours after the reservation has been completed to update your credit card. After 24 hours, we will charge the credit card holder \$4.50 per day until payment in full has been received. After the second week, we will send your account to our collections department and can be filed in TX small claims court to collect the total amount due to MS Luxury VIP Transportation, LLC. as well as all court costs, attorney fees and daily rate until the balance is received in full.

