

MS LUXURY VIP TRANSPORTATION
RENTAL AGREEMENT & TERMS OF SERVICE



This Rental Agreement ("Agreement") governs all transportation services provided by MS Luxury VIP Transportation, LLC. ("Company," "we," "us," or "our"). By booking, confirming, or using a reservation, the client ("Client," "you," or "Passenger") agrees to be bound by the terms outlined herein, including the Company's operating policies and applicable additional fee structure.

1. RESERVATION VERIFICATION & RESPONSIBILITY

The Client is required to carefully review all reservation details to ensure accuracy. Any corrections or modifications must be submitted immediately by contacting our Reservations Department at (888) 285-7779 or by replying to the reservation confirmation email.

For airport-related services, accurate airline and flight information is mandatory. Failure to provide correct information may result in service delays, disruption, or cancellation.

The individual named on this Agreement assumes full responsibility for informing all passengers and guests associated with the reservation of these terms and conditions.

By confirming a reservation, the Client expressly agrees to receive chauffeur status updates and service-related text messages until completion of the reservation.

2. COMPANY SERVICE STANDARDS & SAFETY POLICY

MS Luxury VIP Transportation, LLC. is committed to delivering premium chauffeured transportation services with strict adherence to safety, professionalism, vehicle care, and customer service standards.

For insurance, operational, safety, and compliance purposes, vehicles may be equipped with front- and rear-facing recording devices. Such recordings are considered confidential and may be reviewed by authorized Company management when necessary.

The Company enforces compliance with all applicable State and Federal laws, including a strict zero-tolerance policy regarding alcohol consumption by individuals under the legal drinking age of 21, in accordance with applicable Texas law and TABC regulations.

The Company reserves the right to inspect baggage, coolers, containers, or other items brought into Company vehicles when reasonably necessary to identify prohibited items or protect passenger and vehicle safety. Glass containers, including beer and wine bottles, are strictly

prohibited unless explicitly authorized in writing by Company management. Large coolers are not permitted within passenger compartments and must be stored in the trunk, luggage compartment, or other designated storage area.

NO FOOD IS PERMITTED OR ALLOWED INSIDE ANY MS LUXURY VIP TRANSPORTATION COMPANY FLEET VEHICLE. This restriction applies to all passengers and all Company fleet vehicles unless an exception has been expressly authorized in writing by Company management prior to service.

The Company reserves the right to refuse or terminate service when necessary for safety, legal compliance, vehicle protection, or violation of this Agreement.

3. VEHICLE USE RESTRICTIONS

All Company vehicles are strictly prohibited from operating on unpaved roads, including dirt roads, gravel roads, steep or unsafe driveways, or uneven surfaces, unless expressly approved in writing by Company management.

Glass items are prohibited in all vehicles unless prior written authorization is granted by Company management. Approval is rare and may be subject to additional liability requirements.

4. PAYMENT, LIABILITY & DAMAGE RESPONSIBILITY

All deposits are strictly non-refundable. Cash payments are not accepted.

The Company shall not be held liable for mechanical failure occurring before, during, or after service except as otherwise required by applicable law. In the event of a breakdown during an active reservation, the Company will, if reasonably possible, provide a replacement vehicle at no additional cost. If an immediate replacement is unavailable, alternative arrangements may be made to complete the reservation.

The Client assumes financial responsibility for damage caused by the Client or any passenger or guest associated with the Client's reservation to a Company vehicle, including sedans, SUVs, limousines, Sprinters, buses, and affiliated vehicles, subject to applicable law.

The Client agrees to the following minimum damage and cleaning charges, which are not exhaustive:

- Alcohol spill on seat(s): minimum \$500
- Carpet damage: minimum \$200
- TV/monitor damage: minimum \$750, plus installation labor and applicable vehicle downtime
- Excessive cleaning: minimum \$250
- Deep sanitation/biohazard cleaning (interior): minimum \$1,000
- Exterior detailing due to biohazard contamination: \$350
- Seat damage: minimum \$500, subject to repair estimate
- Limousine glassware damage: minimum \$75
- Vandalism or equipment damage: minimum \$750
- Sprinter table damage: minimum \$900, plus labor and applicable downtime costs

- Smoking inside vehicle: \$1,000 remediation fee, plus applicable downtime charges and termination of service without refund
- Door impact damage: minimum \$600, subject to repair estimate

The Client acknowledges that damage caused by or resulting from the conduct of the Client's passengers, guests, invitees, or other individuals associated with the reservation may be charged to the Client.

The Company reserves the right, to the extent permitted by law, to charge for documented loss of use, vehicle downtime, repair expenses, and associated revenue loss resulting from passenger-caused damage.

If sufficient funds are unavailable on the Client's authorized payment method, the Company reserves the right to pursue collection or legal remedies for outstanding amounts, including recoverable court costs, attorney fees, and collection expenses were permitted by law.

Unpaid balances remaining after 24 hours following completion of the reservation may be subject to applicable finance or late-payment charges as disclosed by the Company and permitted under applicable law.

5. PROHIBITED CONDUCT & TERMINATION RIGHTS

The following are strictly prohibited in all Company vehicles:

- Smoking of any kind, including cigarettes, cigars, electronic cigarettes, and vaping devices
- Illegal drugs or unlawful controlled substances
- Standing or engaging in unsafe conduct while the vehicle is in motion
- Hanging out of windows
- Opening vehicle doors while the vehicle is moving
- Verbal harassment, threats, or disruptive behavior
- Horseplay or other unsafe passenger activity
- Alcohol consumption unless legally permitted and the vehicle configuration includes an appropriate divider between the chauffeur compartment and rear passenger compartment
- Food, meals, snacks, or other food products unless expressly authorized in writing by Company management

Violation of these rules may result in immediate termination of service without refund.

If smoking occurs inside a vehicle, the Client agrees to a minimum \$1,000 remediation fee, plus applicable vehicle downtime and cleaning charges.

The Company is not responsible for injuries resulting from passenger misconduct or failure to comply with applicable safety requirements, except to the extent liability cannot legally be waived.

The Chauffeur and Company management reserve the right to terminate service immediately when passenger conduct creates a safety concern or violates this Agreement.

6. CANCELLATION POLICY

Standard Vehicles — Sedan, SUV & Premium SUV

Cancellations must be made at least 24 hours prior to the scheduled pickup time to avoid being charged the applicable reservation amount.

Specialized Vehicles — Sprinter Vans, Limousines, Buses & Party Buses

A minimum of 15 days' cancellation notice is required. Failure to cancel within the applicable cancellation period may result in the reservation being charged in full.

A \$200 non-refundable deposit applies to specialized vehicle reservations.

Special events, major events, contracted transportation programs, and reservations governed by separate written agreements may have different cancellation requirements. When applicable, the cancellation terms stated on the specific reservation confirmation, quote, or executed agreement shall apply.

7. AIRPORT SERVICES & WAIT TIME

Domestic commercial airline arrivals include a 30-minute grace period. International commercial airline arrivals include a 45-minute grace period.

Additional waiting time may be billed at \$1.35 per minute.

Failure to appear or make contact within the applicable grace period may result in the reservation being classified as a "No-Show" and charged in full.

Inside meet-and-greet services, procedures, and fees may vary by airport, terminal, FBO, and market.

8. HOURLY & POINT-TO-POINT SERVICES

Point-to-point services include a 15-minute grace period before and after the scheduled pickup, where applicable. Additional time may be billed at \$1.35 per minute.

Hourly reservations require minimum booking periods that may range from 2–8 hours, depending on vehicle type, date, and day of the week. Major and special events may require extended minimums of up to 10 hours or more, as disclosed at booking.

Unless otherwise specified on the reservation confirmation, hourly reservations are billed from the applicable Company base location in Austin, Texas 78702, through the reservation service period, and back to the applicable base location.

Any additional service time beyond the contracted reservation period will be charged on the final invoice at the applicable rate.

9. ADDITIONAL FEES & CHARGES

Reservations may include applicable charges such as:

- Tolls
- Parking

- Airport or facility access fees
- Optional or included chauffeur gratuity, typically 20%
- Chauffeur gratuity is NOT automatically included on buses unless specifically stated
- Night/after-hours service fee of approximately \$35 to \$45 for service between 11:00 PM and 4:00 AM, when applicable
- Additional wait time, overtime, cleaning, damage, or other reservation-specific charges

10. PET POLICY

Service animals will be accommodated in accordance with applicable ADA requirements.

Non-service animals must be transported in an approved carrier unless otherwise authorized by Company management.

Unauthorized non-service animals may result in refusal or termination of service and applicable reservation charges.

Pet-related cleaning or damage may be billed to the Client, including reasonable interior cleaning, sanitation, and in-cabin air-filter replacement costs when necessary.

Where legally permissible and reasonably necessary for non-service animals, the Company may request applicable documentation before service.

11. LEGAL COMPLIANCE, PAYMENT DISPUTES, CHARGEBACKS & LIABILITY

The Client agrees that all applicable terms contained in this Agreement become binding upon booking, confirmation, acceptance, or use of transportation services.

The Company reserves the right to pursue available legal remedies for unpaid balances, passenger-caused damages, fraud, or breach of this Agreement in a court of competent jurisdiction in the State of Texas.

The Client authorizes MS Luxury VIP Transportation, LLC. to process all reservation charges and other applicable charges authorized under this Agreement to the payment method provided by the Client, subject to applicable law and card-network requirements.

CHARGEBACK FILING FEE: If the Client initiates or files a chargeback or payment dispute involving a charge that was validly authorized and properly assessed under the reservation and this Agreement, the Client agrees to pay MS Luxury VIP Transportation, LLC. a \$35.00 chargeback filing and administrative fee, to the extent permitted by applicable law.

The \$35.00 chargeback filing fee is separate from and in addition to the original outstanding balance and any other amounts lawfully owed under this Agreement. The Company reserves the right to submit reservation confirmations, executed agreements, payment authorizations, communications, GPS/service records, chauffeur records, photographs, invoices, and other relevant documentation to the applicable financial institution or payment processor when responding to a payment dispute or chargeback.

Nothing in this provision is intended to limit any rights or protections available to a client under applicable federal or state law or applicable payment-card requirements.

12. ACCEPTANCE OF TERMS

By booking, confirming, or using transportation services provided by MS Luxury VIP Transportation, LLC., the Client acknowledges that they have read, understood, accepted, and agreed to the terms contained in this Agreement as this agreement is attached to all reservation confirmation(s) for client review.

The Client confirms that a valid authorized form of payment is required to remain on file for the reservation. Unless otherwise stated in the reservation confirmation or applicable agreement, the authorized payment method may be charged approximately 24 hours before the scheduled reservation, followed by any authorized additional charges incurred during or after completion of service.

If the payment method is declined, the Company will make reasonable efforts to contact the Client. Failure to provide valid payment may result in cancellation of the reservation, subject to the applicable cancellation policy and amounts due under the reservation terms.

By accepting transportation services, the Client further acknowledges responsibility for ensuring that all passengers and guests associated with the reservation comply with this Agreement.

