

MS Luxury VIP Transportation, LLC. Rental Agreement Contract

"Pros on the Road"

Please review this confirmation to confirm this reservation itinerary is correct. If your reservation requires an update or correction, please contact our reservation team ASAP Phone/Text 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 can be a delay in service. The person named on this contract is responsible to INFORM ALL passengers of our rental agreement.

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 insure our client and their guest's safety while in our care. We use recording devices (front/rear facing) in our vehicles for insurance and chauffeur compliance that is 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's 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 damages that has been caused by the renter and or guests. We take pride in providing each client a clean luxury vehicle, Limo, Sprinter, or bus. We truly thank you for your understanding and assistance in keeping our equipment clean [Cleaning Procedure](#). **Please visit our FAQ page for our COVID-19 Policy and Procedures along with additional information [FAQ Page](#)**

***Our Stretch Limousines/Sprinter/Buses are prohibited to travel on unpaved roads, dirt 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 equipment replacement is not available, we will be responsible for making alternative arrangements to complete the reservation on a 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(unless approved my manager in writing)**, 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 clean up, \$1,000.00 minimum shampoo and disinfecting (due to sickness interior), \$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 damages 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 damages caused to our fleet vehicles or affiliates vehicles are 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 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. (And 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' smokes or vapes inside any of our fleet vehicles (client is responsible to inform all guests of our rental policy), the client is responsible to pay additional \$750.00 at the end of the reservation to down our fleet vehicle for 24 hours and replace all cabin filters. Any fines will be paid for by the client that reserved 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 open while 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 local, 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 and Federal laws along with our safety procedures which reservation 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 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 time of reservation to avoid full charges for our rented Executive Sedan, Executive SUV, Premium Luxury SUV. We require a **10 day** in advance cancellation 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 has a **24-hour cancellation** policy to avoid full charges, if cancelled after our **24-hour** cut-off time you will be charged the 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 (I.e., flight changes, no extra charges for flight delays) 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). Deposit of \$200.00 is required at time of reservation and is **NOT** refundable. If client decides to cancel the reservation any time after reservation is confirmed they agree to forfeiture their required deposit of \$200.00 without exceptions to MS Luxury VIP Transportation, LLC. All our specialized vehicles required a 14-day reservation cancellation, i.e., Stretch Limo, Sprinter Van(s), Mini Coach Bus(s), Party buses, Motor Coach Buses. Any reservation cancelled within 14 days will forfeiture 100% of the reservation costs.

"ADDITIONAL CHARGES" AIRPORT"

Our flight arrival (via FlightView) wait times are as follows; chauffeurs are allowed max 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 a NO SHOW After 30 Domestic and 45 minutes International of flight arrival time, client is responsible for full charges of the total cost of reservation and will be considered "No show". **An extra charge of \$25.00 will be added to your reservation during our night hours between 11:00pm-4:00am for ALL RESERVATIONS.** No added fees for INSIDE GREET or CURBSIDE pickup. All inside Meet & Greet service, please look for our chauffeur holding a sign/tablet or cell phone with your last name in baggage claim area. Cost of Inside meet and Greet services outside of Austin, TX market depends on City Airport rates.

"POINT TO POINT"

Chauffeur's scheduled arrival time is 15 minutes early that's included in rate, and 15 min after pickup time is also included in 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 our hourly reservation with our minimum hours depending on the day on the week and type of vehicle. Please review HOURLY RATE AGREEMENT. We do not offer Point to Point transfers Friday-Sunday, which we only offer hourly bookings. Please refer to our Hourly rate policy for weekends.

"HOURLY RATE"

Reservations booked hourly has a minimum charge of 2 to 3 hours depending on vehicle type, and special events has a 10-hour minimum (Formula-1, SXSW, ACL and other high demand events). All hourly reservations start time begins 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 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 time stops when vehicle returns to base. All Global reservations differ depending on market contract agreements and livery regulations and rates. We DO NOT refund unused hours (both client or affiliate) and cannot guarantee availability if 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. Depend 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 or affiliate) and cannot guarantee availability if client chooses to extend the hourly reservation and depends on scheduling availability. It is the responsibility of the client to point out any damages to chauffeur before reservation starts to avoid costly repairs, however our chauffeurs are trained to check for all damages before reservation, during reservation and between every stop. If damage is spotted it will be documented with dispatch and will be emailed directly to client without delay.

"EXTRA CHARGES"

All reservations will include an automatic \$15.00 admin fee, which will be charged even if a reservation is cancelled 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., non-salted icy roads, accidents, etc.). We have no control of the following chauffeur delays: road closures, accidents, unanticipated traffic (Our customer service team will keep client updated on arrival time if 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 cancelled or changed once reserved, New Year's Eve, Proms, Formula-1 (weekend-Friday, Sat, Sunday), SXSW (10 event days) and ACL (two weekends) events, and you are responsible for reservation total charges if cancelled.

"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 client's, pet, 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 secured 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 question 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 of our specialized vehicle, client is fully responsible for the costs of all passenger cabin air filters and labor (costs \$120-\$375). Client will also be fully responsible for pet damages (i.e., all animal scratches from dogs' nails, and any part replacements will be replaced by dealership only and client will be provided an estimate before repairs are made. All charges will be made with the Credit card on-file. Client must inform our reservations department that a pet will be also 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 cancel and client will be responsible for full reservation charges. **WE DO REQUIRE PETS VACCINATION CARD EMAILED TO Reserve@msluxuryvip.com** 24 hours before reservation. If not received within 24 hours of the reservation, the ride will be cancelled.

"ADDITIONAL INFO"

Please contact our office if you have any additional questions or concerns at Phone/Text 888.285.7779, email us at reserve@msluxuryvip.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). You (the client) by reserving this on-line reservation you (the client) authorize the additional fee structure for vehicle damages, cleaning fee, nonsmoking 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 rights 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 that 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 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 file a claim in small claims court to collect the total amount due to MS Luxury VIP Transportation, LLC. along with all court filing fees and a percentage each day payment is NOT received.