

# Skywalker Limousine, Inc.

## Terms & Conditions

Reserved vehicles are dispatched according to the time of arrival provided to Skywalker Limousine, Inc. ("Skywalker") by the person or entity making the reservation ("Client"). The Client is responsible for paying any charges and fees that may be incurred as set forth herein. These terms & conditions are subject to change without notice.

**Airport Transfer Rates** - Skywalker provides a basic airport transfer rate, ("Flat Rate") for airport pickups and drop-offs. The Flat Rate is based on one pickup and drop-off without any associated delay or Chauffeur wait time exceeding fifteen (15) minutes. After fifteen (15) minutes, billing shall revert to Skywalker's prevailing hourly rate according to vehicle type and will be charged from the Client's scheduled pickup time.

**Late Fee for Customs Flights** - In the event the Client is delayed beyond the allowed fifteen (15) minutes, a service fee of twenty dollars (\$20) will be applied to all customs flights (excluding flights traveling to and from Canada).

**Hourly Rates** - Hourly rates are utilized for travel to locations other than to/from airports, based on the Skywalker's prevailing hourly rate with a two (2) hour minimum charge. For all mini-coach and motor coach service there is a three (3) hour minimum charge. Travel time begins within fifteen (15) minutes of the reservation time. Charges begin when the vehicle leaves its starting point and terminates upon arrival to its final destination. When the Chauffeur's wait time exceeds fifteen (15) minutes, travel time will begin at the Client's scheduled pickup time.

**Cancellation Policy** - We require at least two (2) hours notice prior to the Client's scheduled pickup time to avoid a late cancellation fee. For pickups that require travel across state lines we require at least (24) twenty four hours notice to avoid a late cancellation fee.

**Cancellation Fee** - Cancellation fees are charged at the respective minimum hourly rate for each vehicle type. If the reservation(s) is to be canceled within the required time parameters, it is the Client's responsibility to obtain verbal cancellation confirmation from Skywalker to avoid a cancellation fee. A Cancellation Fee shall be charged to the Client's credit card used for the reservation if the above cancellation policy requirements are not met.

**No Show Fee** - No show fees are charged at the respective minimum hourly rate for each vehicle type. If the Client is unable to locate the Skywalker's Chauffeur, please call us at 1-888-448-9474 or 1-310-694-6318. We are opened 24 hours a day, 7 days a week. A No Show Fee shall be charged to the Client's credit card used for the reservation if the above cancellation policy requirements are not met.

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**Service Rates** - Rates are subject to change without notice. Special Rates, extended minimums and alternate cancellation policies may apply on special event days. Tolls and parking charges are additional. All rates are calculated in the local currency and billed in U.S. Dollars at the prevailing exchange rate.

**Estimated Time of Arrival** - Skywalker will make every effort to deliver the Client to their destination at the estimated time of arrival. Time of arrival cannot be guaranteed due to speed limits prescribed by law, speeds compatible with safe operation, road, traffic, weather conditions, and other factors beyond our control. No refunds shall be given as a result of late arrivals due to such conditions.

**Baggage & Other Property** - Skywalker will not assume responsibility for the handling or maintenance of any baggage, parcels or other personal property. Baggage and all other personal property will be handled only at the Client's own risk. Client's baggage must be transported subject to the available accommodations.

**Dangerous or Unusual Cargo** - Skywalker prohibits the transport of weapons, illicit drugs, illegal substances, explosive compounds, combustibles, pets (without prior approval), livestock, firearms, or any other cargo deemed dangerous or unusual by the Chauffeur. The Client shall be held solely responsible for the possession of such items. Such possession will cause the immediate release of Skywalker's obligation to transport the client further and the Client will be responsible to pay all charges incurred up to that point.

**Objectionable Persons** - The Client shall not interfere with the Chauffeur's duties or tamper with any apparatus or appliance on the vehicle. Skywalker reserves the right to terminate service to Clients who willfully create a dangerous environment for its employees, passengers, or other commuters and the Client will be responsible to pay all charges incurred up to that point.

**Unusual Cleaning & Damage** - If during or immediately after the transportation service, the company is required to spend an unusual amount of time or materials to clean or repair the vehicle beyond normal wear and tear due to acts of the Client, the Company may charge the Client a cleaning fee of no less than \$50 depending on the degree of cleaning or repair necessary. Should the Company need repair from an outside vendor, the Client shall reimburse the Company for repairs upon receipt of vendor invoice or insurance company statement.

**Limitation of Liability** - The Skywalker shall not be liable in any event or for any reason, including breach of this agreement, either directly or indirectly, to the other party or any third party, for any special, indirect incidental, punitive, exemplary or consequential damages or loss of profits arising out of this agreement, even if such damages were foreseeable or Skywalker has been advised of the possibility of such damages. It is expressly agreed that Skywalker shall not, under any circumstances, be liable to any party for an amount greater than the respective fee for the day in question.

**ADA/SPAB Notice** - Any group that requires an ADA accessible or SPAB certified bus and driver needs to contact Skywalker in writing with the details in order to receive an accurate cost estimate.

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**Force Majeure** - Skywalker shall not be held liable for any failure or delay in performing its obligations under this Agreement and shall not be deemed in breach of its obligations herewith if such failure or delay is due to an act of God, natural disaster, national, state, or local state of emergency, acts of war, terrorism, labor strike, lockout, industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause outside of Skywalker's control.

**Entire Agreement** - These terms and conditions, along with the Application for Corporate Credit (if applicable), constitute the entire Agreement between Skywalker and the Client and supersedes all other agreements, either oral or written with respect to the subject matter hereof. If any service contract shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Agreement to Arbitrate** - In the event a dispute should arise between the parties of this Agreement, it is hereby agreed that the dispute shall be referred to the American Arbitration Association for three-person arbitration in accordance with its applicable Rules of Arbitration. The Arbitration decision shall be final and legally binding and judgment may be entered thereon. Each party shall be reasonable for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrator's award or fails to comply with arbitrator's award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**Termination** - If the Client does not conform to the conditions herein, Skywalker's contractual obligation will be terminated with immediate effect, without warning or written notice, and all payments made will be retained by Skywalker.

**Authorization** - No agent, employee or representative of Skywalker is authorized to alter, modify or waive the requirements stated herein.

**I hereby acknowledge that I have read, understood and agree to these terms and conditions as set forth above. Furthermore, I also understand that the credit card provided to the Company will be used as a guarantee of my reservation and can be charged by Skywalker for payment of any charges incurred.**