



SERVICE CONTRACT

CUSTOMER

Name:

Address:

Phone

Email:

A Flohr Above, LLC, ("Provider") agrees to provide transportation services to the Customer according to the following terms and conditions:

1. **SERVICE PROVIDED:** Provider agrees to provide private, luxury limousine service for up to 9 individuals for the period specified herein.
2. **PRICE:** \$_____ for _____ hours. The rate is based on a rate of \$250/hour, which includes fuel and a driver. The rate is charged for all time, including waiting or "standing" time and includes a 15 min. "grace time" allowance. Charges begin to accrue at the appointed time for the service, regardless of whether the Customer is late or otherwise not prepared to begin. If the service is required to extend beyond the contract period by more than 15 minutes, all time will be charged at \$___/hour, charged in half hour increments. Customer is encouraged to plan their service carefully and to take into consideration such things as weather, traffic and the like when booking their reservation.
3. **DEPOSIT:** Customer shall be required to pay a non-refundable deposit in the amount of \$_____ at the time of booking with the remainder due no later than _____.
4. **PASSENGERS:** No passengers under the age of 18 years of age are permitted unless accompanied by an adult who accepts full responsibility for any and all minors accompanied by the adult. Provider does not provide child car seats or other child safety devices; any such devices must be provided by Customer and the use thereof is strictly at the sole and exclusive risk of Customer; Provider cannot accept any liability for improperly, defective, improperly used or improperly secured child safety seats or devices. Customer is requested to advise Provider of passengers requiring accommodations for physical limitations at least seven (7) days in advance of service.
5. **ANIMALS:** Animals are not permitted in the vehicle.

6. FIREARMS: Firearms are not permitted in the vehicle without the prior, express written permission of Provider, and only under such terms and conditions as specifically permitted by the vehicle.

7. ALCOHOL: Alcohol is permitted in the passenger area of the vehicle in accordance with all applicable state and local alcoholic beverage rules and regulations. No open containers of alcohol are permitted in the driver area of the vehicle at any time. No open containers of alcohol are permitted in the vehicle if persons younger than the legal drinking age are present. Provider is not a licensed ABC entity, does not provide an ABC Manager and does not provide alcoholic beverages. Alcoholic beverages are provided to and consumed by the Customer and Customer's passengers by Customer at Customer's sole and exclusive risk.

8. CLEANING & DAMAGE: In the event that the Customer or Customer's guests leave excessive rubbish, food and drink trash and/or residue, spills, etc., Customer may be charged a cleaning fee of \$500.00. Customer will also be charged for any damage to the vehicle caused by Customer or Customer's guests.

9. CANCELLATIONS: In the event that Customer cancels the reservation within 72 hours of the time the service is to begin, Customer may be charged the full price for the service. In the alternative, Customer may rebook the service one time. In the event that the service is cancelled through no fault of the Customer, Customer shall be entitled to a full refund, less the non-refundable deposit.

10. NONSUFFICIENT FUNDS: Customer may be charged a service fee in the amount of \$35.00 for any check returned as "NSF" or not sufficient funds, stop payment orders, or withdrawn or rejected credit card authorization, in addition to any other amounts that may be due.

11. UNRULY BEHAVIOR: In the event that Customer's or Customer's guests behavior becomes, in the sole discretion of the driver, to be unruly, violent/threatening toward any person, unlawful, disrespectful, or otherwise endangers the safe and legal operation of the vehicle, the service will be immediately terminated without refund.

12. LOST ITEMS: Provider cannot accept liability for personal items lost, damaged or left behind by Customer or Customer's guests. In the event that any such items are found by or turned in to Provider, Provider will hold such items for recovery for a reasonable period, not to exceed thirty (30) days. Recovery of such items shall be to sole and exclusive responsibility of the person that lost the item(s).

13. SERVICES EXCLUDED: _____. In addition, the driver may decline to operate the vehicle in any manner that the driver, in the driver's sole discretion, deems to be dangerous to persons or property, or that may result in damage to the vehicle.

14. MISCELLANEOUS: This Agreement constitutes the entire agreement between the parties; there are no other terms or conditions that have not been set forth herein. This Agreement may not be modified or changed in any way in whole or in part unless such modification is set forth in writing and signed by all parties hereto. This Agreement shall be construed under the laws of the Commonwealth of Virginia. In the event that any dispute arises hereunder that cannot be resolved amicably by the parties, the dispute shall be litigated, if at all, in a court of competent jurisdiction in Fairfax County, Virginia. In the event that any portion of this Agreement is deemed to be unenforceable for any reason by a court of competent jurisdiction, the remainder of this Agreement shall continue in full force and effect. In the event that Provider is required to initiate any action to enforce its rights hereunder, including but not limited to the collection of amounts owed to it, Provider shall be entitled to recover its reasonable costs of such action, including its reasonable attorneys fees, in addition to any other remedy to which it may be entitled.

SIGNED:

Customer

Date: _____

A Flohr Above, LLC

Authorized Representative

Date: _____