

**These Terms and Conditions (Terms) are a legal and binding agreement between You ("Client", "Customer", "Renter", "Credit Card Holder" or "Purchaser") and Blue Diamond Limousine and Luxury Transportation, Inc. and its affiliates ("Blue Diamond")**

1. **Zero Tolerance:** Blue Diamond will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any motor vehicle for administrative searches. If contraband is aboard, even in negligible quantities without the chauffeurs' knowledge, they can seize and forfeit this vehicle to a local government agency. All law enforcement agencies are aggressively enforcing this policy. Therefore no person will bring contraband aboard vehicles that are owned or operated by Blue Diamond or its affiliates.
2. **Civility:** No horse play will be tolerated on any Blue Diamond vehicle ("vehicle") and Blue Diamond will not be responsible for injuries that may occur in, on or around the vehicle due to horse playing while the vehicle is in motion or at a standstill. The purchaser on the front of this contract is responsible for his or her guests. Incapacitated, intoxicated or otherwise abusive or unlawful behavior by any Client, passenger or guest inside or outside of the vehicle is grounds for immediate termination of service without refund and Client and guests will be immediately removed from vehicle. Criminal or unlawful activity is not the responsibility of Blue Diamond or its chauffeurs. No passenger may stand out of the moon roof or hang any body parts out of the windows, doors or escape hatches of the vehicle at any time and any fines or charges will be the responsibility of the Client.
3. **Damage:** Any and all damage by any passenger, occupant or guest of the Client is the sole liability of the Client. Client further agrees that Blue Diamond may, in its sole discretion, determine if any damage caused by the Client or the Client's guests requires repair by a third party and such damage will be charged to the Client's credit/debit card given at booking and Client herein approves and will not contest such charges in this paragraph 3. Client shall be responsible in addition to the cost of repair for the period of time the vehicle is out of service as a consequence of said damages and repairs. Client agrees to pay damages of the actual amount of any lost bookings or the cost of subcontracting lost bookings to another limousine service. If said costs are impractical to determine then Client shall pay liquidated damages of \$450.00 per weekday and \$900.00 per weekend day that the vehicle is out of service due to damages.: **AT THE CHAUFFEUR'S DESCRETION, THE CUSTOMER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR:**
  - a. \$20.00 per broken glassware, \$ 30.00 per damaged CD, \$ 45.00 per damaged DVD.
  - b. \$600.00 per damaged seat, \$ 200.00 per damaged carpet, \$ 200.00 - \$600.00 per damaged mirror
  - c. \$125.00 minimum for extensive cleanup (spills, food, etc.)
  - d. \$200.00 detailing and wax (due to sickness-exterior)
  - e. \$350.00 shampoo and disinfecting (due to sickness interior or smoking)
  - f. \$200.00 minimum for each burn hole, rip or tear to upholstery
  - g. \$150.00 minimum for each act of vandalism
  - h. Triple charge of above listed amounts for all removed / stolen items from vehicle
  - i. Downtime subject to loss of revenue as stated above in this paragraph 3
4. **Lost or Stolen Items:** Blue Diamond recommends that all and any personal valuables be removed from the vehicle when unattended. Items left in the vehicles are not the responsibility of Blue Diamond and we will not be held responsible for any lost, stolen, or damaged articles whatsoever and Client hereby holds Blue Diamond completely harmless regarding the same.
5. **Smoking:** Absolutely NO SMOKING is allowed in any of our vehicles
6. **Food:** Absolutely no Food, Jell-o-Shots, or coolers are allowed in our vehicles, a violation of this section will result in the items being removed by driver and a clean up fee as set forth in paragraph 3c., above.
7. **Right to Terminate:** Blue Diamond reserves the right to terminate this or any other contract without refund to Client for any act of noncompliance of the above requests by client or client's guests, especially if client or their guests do not follow chauffeurs requests in order to obey the rules in this contract and attached riders and addendums.
8. **Cancellation by Client:** If a cancellation occurs from Client's side, the following terms will apply in regard to any deposits (cash, checks or credit card authorization):
  - a. If cancelation is made in writing and received by Blue Diamond more than 30 days prior to reservation date, deposit will be refunded to client, or
  - b. If cancelation is not made in writing or in the time frame set forth in section 8a., above, the deposit will be held as a credit for a subsequent reservation by client, which must take place within 30 days of the date of notice of cancellation to Blue Diamond, if no such reservation is made to take place within that time period, the deposit shall become non-refundable.
9. **Payment & Balance Due:** The open balance is due immediately at the beginning of the agreed job. The Client authorizes the immediate 50% deposit & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized cardholder for the given credit card, responsible & liable for payment of the total amount, per cash, credit card or money order. No personal or business checks will be accepted. As with all contracts, the rental contract between the mentioned Client as Renter and Blue Diamond is made with the information and the terms provided by Client. All of the given information from the Client is binding and cannot be changed without Blue Diamond's written acceptance. If the contract is cancelled after it is signed, Blue Diamond is still authorized by Client to collect the remaining balance in full, if the car was not re-rented again on the cancelled date for the same or higher amount. Blue Diamond will reserve the said date upon the approval of the purchaser's credit card as per telephone conversation. The credit card holder gives authorization to use the credit card information over the phone / fax / internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed credit card slip, as the reservation may be made over the phone / fax / internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract / credit card authorization via fax or in person. At time of pickup we need the credit card and state identification of the purchaser that authorizes the transaction for the signed contract. If the purchaser cannot provide all of the above items at the time of pickup, Blue Diamond will not start the job, as we have no proof of the legal possession of the credit card. Therefore the risk of not getting paid will give us the right to cancel. In such an instance the purchaser is still fully responsible to pay the total amount as he/she has failed to provide the above requirements.

10. Overtime/Itinerary Changes: Blue Diamond cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Blue Diamond can accommodate other clients that booked with Blue Diamond prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime, cellular usage, tolls, parking etc. Overtime for transfer jobs is charged in 30 minute increments, extra stops are charged \$ 10.00. Transfer jobs are priced for immediate pickup/drop-off, no wait time is included, no usage of bar or drinks/food etc. Base price is for simple transportation. The overtime will be billed by ½ of hourly rate or ½ of transfer charge. If customer fails to show at designated pick up location and does not inform office and/or driver, the full amount of contracted time will be charged. The purchaser authorizes Blue Diamond to charge any additional charges after they have rendered services to the purchasers' credit card as supplemental charge. A 20% gratuity will be added to your total charge. If cash payment is selected, the payment is due at the beginning of the rental time. If such an event were to occur Customer agrees and gives permission to Blue Diamond to obtain an authorization for Customer's credit card in the amount stated in this paragraph.
11. Failure to Pay/Late Payment: If any payment due hereunder will be unpaid (10) ten days after the due date, hereon Blue Diamond will have the right to add and collect late charges with interest at maximum rate allowed by law. All such sums are due and owing with any other expenses, (filing fees, court cost, and reasonable attorney fees, etc.). I the credit card holder / purchaser agree to pay Blue Diamond for any such injuries by reason of such non-payments upon signing of this contract. I am satisfied with the terms and conditions above and fully understand and agree to be bound by them.
12. Satisfaction: If, for any reason, I am not fully satisfied with the services I receive, I have 12 hours after the completion of the job to file a complaint in writing with Blue Diamond's corporate offices. If Blue Diamond does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint and I am fully satisfied with the services I received. Filing a written complaint, insures both parties, that it is fully understood what the problem was, and should help Blue Diamond to assist the purchaser with any kind of reimbursement. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this paragraph is for my benefit as a courtesy and does not affect the remaining terms of this contract and does not relieve me from my obligations under the contract including the payments I authorized.
13. Failure of High-Tech Equipment: Since Blue Diamond offers high-tech-equipped vehicles, sometimes heat and excessive use of all power-operated equipment might be subject to temporary failure. This will of course not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip. All Blue Diamond vehicles are constantly checked to keep the highest possible standards and eliminate such failures when possible.
14. Requested Vehicle/Replacement Vehicle: Blue Diamond agrees to send the requested vehicle as offered in the contract. We have the right to upgrade the vehicles or switch the vehicles in case of emergency breakdown or if vehicles were in accidents. As stated, this will only happen in emergencies, and to upgrade, never downgrade. If no upgrade is available, Blue Diamond gives the customer the right to downsize the vehicle and receive additional discounts if wanted. No additional charges will occur on customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and / or payment of contract. Customer therefore accepts that replacement vehicle may be substituted if contracted vehicle becomes unavailable for any reason.
15. Force Majeure: Blue Diamond will not be liable if any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including: acts of terrorism, war, governmental action, riots, civil disturbances, labor strikes, weather, accidents and any other acts of God, however, we will use our best efforts to notify the customer of these conditions and resulting delays or changes.
16. No Oral Modifications or Waivers: The terms herein may not be modified or waived orally, but only by an instrument in writing signed by the party against which enforcement of the modification or waiver (as the case maybe) is sought.
17. Credit Card Charges for Non- Payment/Disputes: In case of non-payment or any disputes of charges resolved from things like damaged vehicle or overtime, etc, I Agree and fully authorize the charges to be put on my credit card which I have provided to Blue Diamond. I understand these terms and conditions and fully agree to them by signing below.
18. Entire Agreement; Integration Clause. This Terms and Conditions and accompanying, riders, addendums and reservation trip tickets set forth the entire agreement and understanding of the parties hereto with respect to this transaction, and as such supersede any prior agreements, whether written or oral, regarding the matters described herein.
19. Governing Law: This Agreement and related Agreements are governed by, and interpreted and construed in accordance with, the internal laws of the State of Michigan (without regard to its conflicts of law principles).
20. Headings. The headings of the paragraphs and sub-paragraphs of this Agreement are inserted for convenience only
21. Severability. To the extent any provision herein violates any applicable law, that provision shall be considered void and the balance of this Agreement and related Agreements shall remain unchanged and in full force and effect.

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Customer Signature

\_\_\_\_\_  
PRINT- Full Name

\_\_\_\_\_  
Date