

Terms & Conditions:

1. Effective Time of Contract: Quotes provided by AAgetawaycoaches.com,INC, are based on availability of vehicle(s) and driver(s) from within our in-house Fleet and Affiliate Network at the time of provision of such quote. Failure of Client to sign, date and return Invoice and these Terms and Conditions promptly via fax or other means deemed acceptable by the Company, may result in vehicle unavailability. Further, the Company reserves the right to decline provision services in the event that a worthy operator or vehicle cannot be assigned for Client's service. Client does not have a binding commitment on the part of the Company until (i) Client's signature on the Reservation Contract and these Terms & Conditions are received by the Company and (ii) the Company has received confirmation from the transportation provider that appropriate vehicle(s) and driver(s) are available for Client's reservation. Reserved Prom & Wedding Events are deemed "Reserved" once a Signed & Dated Reservation Request Form has been received by the Company. Reservation Confirmation may occasionally require more than one day. Company can not guarantee the availability of any vehicle and may substitute vehicle(s) of equal capacity and value to satisfy this contract.

2. Payment: When Client Requests a Reservation from the Company, a valid Credit Card is required to hold the Reservation date. In the case of booking of more than 30 days prior to the Reservation date a 30% deposit is due upon reservation: with full Payment Received no later than 21 days before the Reservation date. Reservation of 30 days or less require Full payment no more than 48 hours of Invoice. Reservation of 48 hours or less require full payment via Credit Card. The Company, or its designated representative, is hereby appointed Client's attorney-in-fact to sign a Client's signature for additional charges to Client's credit card for attributable damages, overtime, cleaning fee, and/or for any charges due and not immediately paid by the Client and is expressly empowered and authorized to charge all costs Client's credit card on File. If full payment is not received in a timely manner consistent with these Terms & Conditions the Company holds the right to charge the Client's Credit Card remaining balance of the Reservation Coast. When making payments Clients should indicate on their mode of payment, the Invoice/ Reservation # to insure proper credit: please send payments Attention Billing Department of AAgetawaycoaches.com. There is a \$50 Administrative fee on any Checks returned to the Company for Insufficient Funds. Reservation Risks Cancellation if any payment is not received by their respective due date(s). Client agrees to pay a late charge of 2.0% per month for any unpaid balance or attributable damages as defined below, and shall reimburse Company for its cost of collection, including reasonable attorneys fee incurred.

3. Itinerary: Extended Day Trips: Client must provide the Company with Full Itinerary no later than seven(7) days prior to service. Failure to provide such information may result in cancellation of your charter and for thirty percent (30%) of the amount of the invoice plus cancellation fees. Prices are subject to changed based on final Itinerary. the Client is responsible for meals, reserving and paying for a room for each driver on Overnight and Extended Day Trips.

4. Changes: Additional and Unforeseen Costs: Any change in service at the request of the Client that results in an increase of miles, stops or hours over that of the contracted service shall result in an additional Overtime charge. Clients agrees to sign Trip Sheet/ Overtime Authorization upon the request of the driver for confirmation of service completion time: if Client refuses to sign trip sheet the Company will not be held responsible for nor issue any refund/ credits. Tolls, parking charges, driver accommodations, etc... will be the responsibility of the Client. When the nature of the reservation is such that a greater than normal amount of time and material will be necessary to clean the vehicle properly upon return to the garage, the Company may at its option, require additional costs to cover such additional time and materials, Resulting in a fee responsible by client of \$250.00. There is also a \$45 Change Itinerary Fee for more than one Itinerary change. Written additions/ alterations made by Client on this contract, with our written agreement of the Company, are invalid and unenforceable. Overtime rates are as follows: Your overtime rate will be determined by the hours reserved divided by the total cost of reservation. A 15 minute Grace Period is allowed, any time past the 15 minute grace period will incur a one hour charge.

5. Personal Items of Passenger(s): Client hereby acknowledges that neither the Company nor our Affiliates bear responsibility for any items lost, stolen or damaged in our vehicle(s). Baggage and all other personal property will be handled at the passengers own risk. Passenger's baggage shall be carried subject to available accommodations. Personal items of passenger are loaded and transported at the sole risk of the passengers.

6. Damage to Transportation Equipment: Client hereby agrees to assume responsibility for and to reimburse the Company for the costs associated with any or all damage to the transportation equipment/vehicle(s) supplied by or through the Company caused by any and all passengers(s). Each vehicle is inspected by the driver before, during, and after each Reservation. In the event of damages, Client shall be responsible for any and all damages suffered by the Company, its agents, employees, or third parties, including but not limited to the vehicle, in regard to breakage, abnormal cleaning, human bodily fluids, burns, or other interior or exterior damage to extent of the actual cost to repair or replace, with the minimum charge of \$500.00. Client may be held responsible for any lost revenue of the said vehicle if the vehicle is out of service due to excessive damage and repair time. In the case of no credit card on file, customer had 10 days to make payment via cash, check or money order.

7. Conduct of Passengers: Passengers shall not interfere with the operator in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle(s). Any use of illegal or illicit drugs, under-age alcohol consumption, smoking in the vehicle or tampering with any and all emergency hatch and/or windows will result in immediate dismissal from vehicle(s) without refund. Driver has the right to terminate the trip, without refund, if he/she feels that the party is not abiding by the above rules or is putting the vehicle or the driver at risk.

8. Corporate Authority: Client represents and warrants to the Company that the undersigned signatory, signing on behalf of the Client, has the authority to bind the Client and that these Terms & Conditions shall be valid, legally binding obligation of the Client.

9. Limitation of Liability: Client agrees that the Company shall not be liable to Client for special, indirect, incidental or consequential damages, and Client hereby disclaims such damages to the full extent such may be disclaimed, even if the Company has been advised of the possibility of such damages, except in the case of gross negligence or willful misconduct of the Company. In no event shall the Company be liable for any refund in the excess of the price paid for the charter for any reason whatsoever. We reserve the right to substitute vehicle(s) of equal capacity or value to satisfy this contract.

10. Unforeseen Events: The time of arrival at starting point, destination(s), or return to point of origin cannot be guaranteed. Service Providers and Drivers are carefully selected and have instructions to drive at all times at a speed within the limits prescribed by law and compatible with safe operation. Delays due to unusual road, traffic, and weather conditions, labor difficulties, or any other causes or circumstances that are beyond the control of the Company, the Company and our affiliates will not be held responsible for such delays. The Company shall not be held liable to Client for nonperformance resulting from accident, excessive traffic, mechanical failure, road or weather conditions, labor difficulties, or any other causes or circumstances beyond its control. The Company shall not be held liable and cannot offer any refund for insufficient or lack of heating/ air conditioning.

11. Prohibited Items: The following items and activities are prohibited without the written consent of the Company: (i) Decorations of any kind; (ii) Alcoholic Beverages (a fee, per bus may be required if alcoholic beverages are allowed by the Company and the service provider) ;(iii) Smoking (If found smoking, there will be a \$250.00 fee); (iv) Glass containers; (v) Fuel Containers; (vi) Illicit or Illegal Drugs. No tap beer is allowed on any vehicle. Fire Arms, Explosives and Fireworks: Possession of firearms, explosives and fireworks (whether in baggage or on the person) are strictly forbidden on any vehicle(s) provided hereunder and will result in a Cancellation.

12. Miscellaneous:

I. Governing Law: The rights and obligations of the parties hereto shall be interpreted, construed and enforced in accordance with the laws of the State of New York. Client irrevocably consents to the jurisdiction of the state and federal courts of the State of New York an in any dispute arising out of these Terms & Conditions agrees to waive the defense that such courts may lack personal jurisdiction over the Client. If any provision of the contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

II. Counterparts; Facsimile: For the Purposes of this agreement, facsimile signatures shall be treated as original signature.

III. Right of Dispute & Refund: In the case of dispute or issues the Client agrees to fax, email or send be messenger within seventy-two (72) hours of the Reservation Completion a full written description of the dispute and include any or all supporting documentation. Email disputes to customerservice@aagetawaycoaches.com; Billing questions or issues to billing@aagetawaycoaches.com . The Client understands that it may take the Company up to 10 business days to resolve any issues or dispute and may only offer refund or credit if matching credit is offered by Affiliate/ Service Provider. Client will receive no refund if Client has refused or failed to sign and date Trip Sheet at the end of Reservation. we reserve the right to offer refunds or credits according to these Terms & Conditions; no refunded or credit will be offered if Client does not abide by all of these Terms & Conditions. Cancellations will be refunded according to our Cancellation Policy.

IV. No Trial by Jury: The Company and Client each agrees to waive all rights to trial by jury in any claim, action proceeding or counterclaim by either party against the other on any matter arising out of or in any way connected with the Reservation or the Terms & Conditions.

V. No Assignment: The Client may not assign this Agreement or any of its respective rights, interest, duties or obligations hereunder without the prior written consent of the Company. The Company may assign this Agreement and any of its rights, interests, duties or obligations hereunder without the prior written consent of Client.

13. Cancellation Policy: Cancellations must be received in writing by either fax, mail or messenger or a manner deemed acceptable by the Company. Customer shall be held responsible for 100% of full Charter Amount if Cancellation is less than 7 days. Customer will be held responsible for 30% of the Charter Amount if cancellation is greater than eight days. A \$40 Administrative Fee and a \$40 cancellation fee per vehicle will be charged to the Customers credit card regardless of the time of cancellation. Scheduled Prom and Wedding Events shall receive no refund and will be responsible for 100% of the Charter Cost (not including gratuities or fuel surcharges) plus cancellation fees regardless of the time of cancellation. This Charter agreement is subject to cancellation and Client will held responsible for all cost if payment(s) are not made by the agreed upon due date(s). We DO NOT RESCHEDULE under any circumstances.

Name (Print): _____

Signature: _____

Date: _____