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LIMOUSINE CONTRACT AND RENTAL AGREEMENT

- Customer represents to be at least 19 years of age and legally capable of entering into this contract under New Brunswick law.
- Customer hereby verifies that the pick up date, time and number of passengers are correctly stated.
- Customer agrees to a 50% non-refundable deposit within 3 days of making the reservation. A valid credit card will be retained on file and may be pre-authorized for a security deposit.
- Customer agrees that the contract must be signed and faxed or emailed back within 48 hours to confirm reservation once deposit has been paid.
- With the exception of weddings and proms (which must be paid in advance of the service date), the balance is to be paid in cash upon arrival on rental date; chauffeurs do not carry change. Balance may be paid by credit card if pre-arranged with the office. NO checks of any kind will be accepted unless received at least 30 days prior to the rental date. A \$100.00 returned check fee will apply.
- Cancellations must be in writing and mailed, faxed or emailed to the management. Cancellation fee is 50% of the total rental price.
- No refunds on deposits and/or payments made in full. All deposits and payments are non-transferable.
- Overtime will be permitted, upon vehicle availability, and rounded off to the nearest hour. Availability of overtime is not guaranteed. Overtime rates are non-negotiable and will be charged to the customer according to GPS tracking report. Chauffeurs do not have the ability to waive overtime for any reason. Overtime is charged by the hour and not prorated to the minute.
- Customer is responsible for payment of tolls and parking.
- **SMOKING. ILLEGAL USE OF ALCOHOL AND/OR NARCOTICS OR CONTROLLED SUBSTANCES ARE PROHIBITED AND WILL RESULT IN ADDITIONAL CHARGES AND IMMEDIATE TERMINATION OF THE TRIP.** Customer hereby agrees to hold company, its agents and employees harmless from any consequences of such wrongful use by customer or customer's guests, including the cost to defend against the same. Client agrees that if anyone in the party is found using illegal drugs, fighting, or any other conduct considered inappropriate by the chauffeur, the chauffeur is under strict order to return all passengers to the starting point or the drop point immediately.
- The chauffeur inspects the vehicle before, during and after each rental. Customer shall be responsible for any and all harm and damages suffered by the company, its agents, employees, or third parties, including but limited to the vehicle, in regard to cleaning, breakages, burns, or other interior (TV/stereo) or exterior damage to the extent of the actual cost to repair or replace, with a minimum charge of \$200. Additional charges will be applied to the credit card on file as follows: Smoking in the car \$400 and immediate termination of the trip; Cigarette burns \$500; Ripped or damaged upholstery \$700; Lost or broken glass \$10.00/glass; lost or broken remote \$250; Excessive mess or spillage of drinks in the limousine \$200; Lost CD's \$20. Chauffeur 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 chauffeur at risk.
- Neither the company, its agents or employees shall be liable for any personal property of the customer or customer's guests, which are misplaced, damaged, or left in the vehicle.
- The company, or its designated representative, is hereby appointed customer's attorney-in-fact to sign customer's signature for additional charges to the customer's credit card for damages, overtime not immediately paid by the customer and is expressly empowered and authorized to charge all costs resulting from damages to said credit card.
- Customer agrees that Empire Luxury Limousines shall not be held liable for any damages arising out of the company's inability to perform due to inclement weather, mechanical or electrical difficulties, delays due to traffic conditions, or any other unforeseen events beyond the reasonable control of the company.

AGREEMENT

Date: _____ **Name (print):** _____ **Signature:** _____

PAYMENT AUTHORIZATION

Card Type: ☐ VISA ☐ MASTERCARD ☐ AMERICAN EXPRESS

Card Number: _____ **Exp Date:** _____ **Verification Number (located on the back):** _____