

Xtreme Ride LLC

This contract is made and entered into as of the _____ day of _____, 20____, by and between Xtreme Ride LLC, (hereinafter referred to as "Xtreme Ride") and

_____ (hereinafter referred to as "Servicee").

RECITALS:

- A. This contract is for the purpose of providing a written document which provides the rights and duties of each party to the contract
- B. Services will take place on _____, 20____, from approximately _____ am/pm to _____ am/pm

Starting location: _____

Ending location: _____

Additional locations: _____

Additional comments: _____

1. SERVICE: Xtreme Ride agrees to provide a designated vehicle and a driver at the time, date, and location specified. If the requested vehicle is not available, a comparable vehicle will be provided and customer will be notified.

2. DEPOSITS:

- a. \$100 Deposit for invoices up to \$1000.00
- b. \$250 Deposit per \$1000 on invoices above \$1000.00.
- c. All deposits are nonrefundable.
- d. Deposits are applied to the invoice total

3. RULES OF CONDUCT: The following regulations apply while onboard/near any Xtreme Ride vehicle.

- a. No smoking. All Xtreme Ride vehicles are smoke free.
- b. No standing, or sitting, on cabinets/coolers/bars, cup holders, seat backs, or stereo equipment
- c. No throwing of items inside or outside the vehicle.
- d. No standing on seats.

- e. No reckless, lewd, or unlawful conduct of any type.
- f. No playing with emergency exits
- g. No adjusting of ANY stereo/sound equipment.
- h. All laws that apply to alcohol consumption apply.
- i. No glass containers, glass bottles
- j. No possession of firearms.
- k. Customer may not attach anything to, or alter, the interior/exterior of the vehicle.

4. OVERAGES:

- a. TIME: Additional hours, if available, will be billed at Xtreme Ride current hourly rate.
- b. MILEAGE: Excess miles will be billed at Xtreme Ride's current rate, based on fuel prices.

5. CANCELLATIONS/RESCHEDULES:

- a. CANCELLATIONS: Notice given less than two weeks prior to the event date, will result in a cancellation fee equal to one half of the total amount invoiced for your scheduled event.
- b. RESCHEDULES: Xtreme Ride may, but is not required to reschedule a reservation upon Customer's request.

6. DAMAGES: Customer is liable for any damage to Xtreme Ride vehicle, including but not limited to

- a. Cleaning of an excessively dirty vehicle..... \$50.00/hour cleaning fee
- b. Removal of bodily fluids (vomit, urine, etc)..... \$250 / per incident
- c. Smoking..... \$250 cleaning fee
- d. Broken glass..... \$50/hour
- e. Seat repairs... Carpenter/Upholsterer Repair Invoice + Xtreme Ride Labor Cost of \$50/hour
- f. Loss Of Income... due to negligence or carelessness caused by customer/member of customer's group (examples: vehicle damages caused from smoking, burns, vomiting, scratches, broken glassware, stains, rips/tears, wrestling, kicking windows/mirrors, food or gum issues, and etc). All interior/exterior damages are the sole discretion of Xtreme Ride. Xtreme Ride is authorized to charge the guaranteeing credit card for any expenses, regardless of and in addition to any prior understanding and agreements. If the guaranteeing credit card is not able to be charged for any reason, customer agrees to pay for the damages within 7 days from the event date. Customer agrees to pay for any expenses incurred while collecting monies owed due to damages.

7. Xtreme Ride LIABILITY: Xtreme Ride is not responsible for any personal injury or damage to any property, including any lost or stolen property.

8. SECURITY: Xtreme Ride reserves the right to use recording devices solely for security purposes during any event.

9. REFUNDS: No refunds for any reason.

10. TERMINATION OF SERVICE: Xtreme Ride RESERVES THE RIGHT TO IMMEDIATELY TERMINATE SERVICE AT ANY TIME WITHOUT REFUND.

11. SERVICE DELAYS/FAILURE: Xtreme Ride will attempt to reach all destinations as agreed; but is not responsible for delays caused by customer or events outside of Xtreme Ride's reasonable control, such as weather, traffic, mechanical problems, or acts of God.

12. PAYMENT: Invoice balance is due one week prior to event date.

a. Unpaid balances will be assessed a 5% late fee if not paid by due date

b. Unpaid balance + 5% late fee will be charged to securing credit card on file one business day after due date

14. Customer Liability: Customer is liable for any and all costs, attorney fees, or other court-related costs, damage or liabilities incurred by Xtreme Ride due to Customer's failure to follow the rules in this Agreement, negligence or willful misconduct, including any costs, damages or liabilities caused by the minor children of Customer. Customer does hereby indemnify and hold Xtreme Ride, its owners, employees and agents harmless from and against any claim, loss or liability arising out of, or relating to, any of the foregoing.

This Agreement is governed by laws of the state of Nebraska. Any disputes related to it may be submitted to court for resolution. The parties agree that Nebraska courts will be the exclusive jurisdiction. The party prevailing at court is entitled to reasonable attorney fees and other court-related costs, as determined by the court, in addition to any other relief granted.

By: _____ Date: _____

Servicee

Email Address: _____ Phone # _____

MailingAddress: _____

By: _____ Date: _____

Xtreme Ride