

Express Transportation Charter Terms

Payments:

All charges applied to the customer's credit card will be considered correct. Payment is due prior to passenger transportation. If Express cannot process payment prior to departure, payment will be due upon final destination. In the event the cardholder is not present at the time of the signing of this charter agreement, it is understood that the signer is acting as an agent for the cardholder and will be responsible for all terms and conditions within. In the event that these terms and conditions are not signed and returned to Express, payment by customer shall constitute customer's acceptance of and agreement to this charter contract.

Fees:

Base transportation fees are determined prior to services rendered, however Express reserves the right to modify passenger's final bill including the following surcharges: fuel, infant seats, luggage racks, parking, additional stops, meet/greet service, wait-time, off hour fees, holiday fees, severe weather fees, and cleaning charges. Additional surcharges may be added at the discretion of Express. Hourly charters are billed from when the vehicle leaves the Express facility to when it returns. Point to point charters are billed at a flat rate in accordance to this contract. Wait time, grace period, point to point transfers: 20mins at all airports domestic, 30mins international, and 15mins all other locations. Billing begins at scheduled pick-up time; waiting time charged at 10min increments. Additional stops charged as needed. Courtesy stop, no charge.

Disputes:

All terms and conditions have been presented to the cardholder, or payee. By signing this agreement, you have waived all rights to dispute credit card charges applied by Express Transportation.

Collection Fees:

You agree to pay all legal counseling fees, litigation fees, legal fees, costs, accounting fees, expenses, and disbursements for all actions taken prior to, during, and subsequent to the initiation of legal proceedings to collect payments due in case of non-payment.

Rate Changes:

Rates are subject to change without notice.

Gratuity:

Express applies a mandatory gratuity of 20%.

Miscellaneous:

Express reserves the right to apply any state or federal taxes, credit card fees, or reservation fees. This agreement will stay on file with Express and bind the customer for future transfers.

Tolls:

Tolls are estimated, *not actual amounts*. Tolls are based upon a percentage of base rate, time of transfer, roadways, bridges/tunnels, EZPass commercial accounts, and processing fees. Express reserves the rights to modify its toll rate at our discretion.

No-Show Fee:

If you cannot find your driver, please phone 732.EXPRESS. We will connect you. If you leave without calling, you will be charged full price.

Cancellation:

Up to 6 hours before the scheduled pick-up, no charge for cancellation. Within 6 hours of scheduled pick-up, you will be charged full price.

Vehicle Damage:

You agree to pay for any damage to Express equipment as a result of carelessness, getting sick, body damage, or missing items. In the event the vehicle is out of service, then a charge will be applied equal to the lost revenue.

Conduct of Passengers:

Express reserves the right to terminate this charter at its discretion. All monies paid are non-refundable. The customer agrees to take full responsibility for his/her guests and to indemnify and hold harmless Express owners, employees, and agents against any and all liability, losses, or damages, or any expenses or judgments against Express that may arise. Smoking, drugs, or unruly passengers will not be tolerated.

Personal Items:

Baggage and all other personal property will be handled at the passenger's own risk. Express does not assume liability for lost, stolen, missing, or damaged items.

Force Majeure:

The time of arrival at starting point, stop-over point, destination, or return to point of origin cannot be guaranteed. Express shall not be liable to customer for delay or non-performance resulting from mechanical failure, road or weather conditions, labor difficulties, or any other circumstances beyond its control.

Limitation of Liability:

Customer agrees that Express shall not be liable to customer for special, indirect, incidental, or consequential damages, and customer hereby disclaims such damages to the full extent such may be disclaimed, even if Express has been advised of the possibility of such damages except in the case of gross negligence or willful misconduct. In no event shall Express be liable for any loss in excess of the price paid for the charter for any reason whatsoever. Any and all complaints must be submitted in writing within two (2) days after the date of transfer or shall be waived by customer.

Signature _____

Date: _____

