



LUCKY LIMOUSINE
CPCN #1057



LUCKY TRANS
CPCN #2078

Client Profile

Client Contact Information

O CompanyName: _____

O Address: _____
Street Address

_____ City State Postal Code

O Phone #: _____ Fax #: _____

O E-Mail: _____

Accounting Contact Information

O Accounting Manager/Contact Name: _____

O Accounting Email Address: _____
(All invoices & receipts will be automatically emailed to this email address)

O Accounting Mailing Address if different from above:

_____ Street Address

_____ City State Postal Code

O Certificate of Insurance required from Lucky: Yes No

O Web Site Address: _____



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Client Service Agreement

THIS TRANSPORTATION SERVICE AGREEMENT is made by and between **Lucky Limousine, LLC / Lucky Trans, LLC** (hereinafter referred to as “**Lucky Limousine**”), with its principal address of business at **4195 W. Diablo, Las Vegas, NV 89118,**

and _____ (hereinafter referred to as “**Client**”), having its principal address of business at _____.

WHEREAS, Lucky Limousine agrees to operate and manage the provision of chauffeured transportation services for Client and Client’s patrons; and

WHEREAS, Lucky Limousine has agreed to provide such chauffeured services pursuant to the terms and conditions set forth in this Agreement; and

WHEREAS, Lucky Limousine has agreed to provide such chauffeured services and the transportation of patrons or employees of the Client under the license of Charter Limousine Services based on applicable State Law and current tariff as published by the Nevada Transportation Authority for Lucky Limousine.

THEREFORE, Lucky Limousine and Client agree as follows:

1. Obligations of Lucky Limousine

- 1.1 Services. Lucky Limousine agrees to provide chauffeur driven vehicles for transportation of Customers in accordance with industry and professional standards and such further services as may be reasonably required by the Client from time to time and agreed by both Parties through work orders.
- 1.2 Customer Service Standards. Lucky Limousine shall ensure that all chauffeurs engaged in the performance of the services shall carry out their duties in accordance with standards common in practice.
- 1.3 Vehicles. Lucky Limousine shall ensure that all vehicles provided for the provision of services shall be of the type and standard requested for service to Client unless specific permission is granted prior to time of service.
- 1.4 Substitute Vehicles. Lucky Limousine shall provide a substitute vehicle in the event of any breakdown or accident within the shortest period of time. Lucky Limousine shall notify the referring party immediately of any breakdown or accident. Lucky Limousine agrees to provide a substitute vehicle. In the event of non-availability of specified vehicle type requested, Lucky Limousine may provide an upgraded vehicle type without increase of fee or rate to the client without notice.

2. Sub-Contracting of Obligations

Lucky Limousine shall be entitled to assign or sub-contract its obligation to provide services without prior express written consent of the client.



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3. Payment

- 3.1 Lucky Limousine Fee Schedule. In consideration of services provided by Lucky Limousine under this Agreement, Client shall pay Lucky Limousine such charges as are specified in the NET Pricing Sheet (attached).
- 3.2 NET 30 Payment Plan: Payment for services due to Lucky Limousine with payment by invoice will commit and agree that such due amount will be received within 30 days from date of invoice. If payment is not received within 30 days of date of invoice, the Client may forfeit commission(s)/referral (discount) pricing for that and subsequent invoice billings.
- 3.3 Credit Card Payment Plan: Payment for services due to Lucky Limousine with payment by credit card will commit and agree that such due amount will be debited from an account authorized by the Credit Card on File Agreement within 30 days from date of invoice for the total amount minus any credit or deposit balance.
- 3.4 Continuous Charter Provision: Where the customer requests transportation requiring the passengers to be dropped off and then picked up again at the same location within 90 minutes of the time of drop off for further services, the transportation will be considered as on continuous charter and the customer will be charged for the interim waiting time.
- 3.5 Vehicle Damager and Clean-Up Fee: The customer will be charged the actual cost: (1) to repair damage to the vehicle caused by the passenger's intentional acts or negligence; or (2) where special cleaning beyond the carrier's normal procedure is required because of the passenger's intentional acts or negligence; Sickness fee \$250.00, cigarette burn(s) fee \$350.00, and smoking fine \$100.00. Client will assist with Lucky Limousine by proving the contact information (email, cell phone, mailing address, etc.) of the customer in order for Lucky Limousine to pursue the necessary charges from the customer.

4. Compliance with Laws and Regulations

Each Party shall comply with and ensure compliance with its employees, agents and permitted sub-contractors with all applicable federal, state and local laws, rules and regulations of any authority having jurisdiction applicable to the provision of Services.

5. Indemnity and Liability

- 5.1 Insurance: Lucky Limousine shall procure and maintain in full force and effect during the term of this Agreement a financially sound and reputable insurance company's policies of insurance, which apply with all applicable laws and shall include, at a minimum, the following coverage's:
 - a. Standard Policy is required to maintain one million dollars (\$1,000,000) in liability insurance (five million recommended, \$5,000,000).
 - b. Worker's compensation insurance in accordance with all applicable statutes and regulations
- 5.2 Evidence of Insurance: Upon request, Lucky Limousine shall furnish the Client with certificate of insurance evidencing compliance with this section prior to execution of this agreement and will be so named as Additionally Insured.

6. Indemnification

The Parties shall indemnify, defend and hold each other, their officers, directors, representatives, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including without limitation reasonable attorney's fees, costs and expenses incidental thereto, which may be suffered by, accrued against, charged to or recoverable from a party, its officers, directors, representatives, agents or employees, arising out of claims brought by third parties due to the performance of this agreement that are based on the indemnifying party's negligence or willful misconduct.

7. No Exclusivity

Both Parties provide services to Customers and acknowledge and agree that the provision of Services under this Agreement is non-exclusive.

8. Force Majeure

Neither Party shall be liable for any failure in its performance hereunder caused by an act of God, war, terrorist attack, fire, or any other cause beyond the reasonable control of that Party.

9. Cancellation and Change Policy

Any additions, changes, or cancellations must be committed to in writing. Any additions will be charged at the time they are added at the same rate, unless otherwise agreed upon by both Lucky Limousine and the contract signor or responsible party. Changes will be accommodated whenever possible, and fees collected accordingly. Consideration and review will be given to such situations as they arise. Any consideration or refunds will be agreed upon by Lucky Limousine in writing and will be made in the same form as payment was made.

Cancellation fees equal to the total amount of the current confirmed reservation will apply within:

- Sedans cancelled three (3) hour prior to scheduled pickup time.
- Mini-coaches cancelled forty-eight (48) hours prior to scheduled pickup time.
- SUVs and Vans cancelled six (6) hours prior to scheduled pickup time.

10. Limitation of Liability

Except to the extent otherwise expressly provided in this section, neither party will be liable to the other party (or to any person or entity claiming through the other party) for lost profits or for special, incidental, indirect, consequential or exemplary damages arising out of or in any manner connected with agreement or the subject matter hereof, regardless of the form of actions and whether or not such party has been informed of, or otherwise might have anticipated, the possibility of such damages. The limitations of liability set forth in this agreement shall not apply to damages, (i) resulting from the gross negligence, or the willful or intentional misconduct of a party or its personnel, (ii) stemming from personal injury, death, or property damage caused by a party or its personnel, (iii) arising from claims for which either party has agreed to indemnify the other party pursuant to the provisions of this agreement, or (iv) arising from either party's breach of its obligations regarding confidentiality and data security.



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11. Term of Agreement

- 11.1 This agreement shall begin on _____ and will end on **December 31, 2021**, unless terminated earlier in accordance with Section 11.2 below.
- 11.2 Either Party may terminate this Agreement with or without cause by giving the other party sixty (60) days prior written notice.

Name of Client

Lucky Limousine

Signature of Client

Signature Lucky Limousine

Date

Date