



## **CONTRACT FOR SERVICES**

This Limousine/Party Bus Service Contract (the "Contract") is made effective as of \_\_\_\_\_ (the "Effective Date"),

(date)

By and between \_\_\_\_\_, of \_\_\_\_\_

(name)

\_\_\_\_\_, ("PURCHASER"),  
(address) (city, state, zip code)

And PINK 'N MOTION LLC ("PINK 'N MOTION") of 1640 West 14<sup>TH</sup> Street, Davenport, Iowa 52804.

### **DESCRIPTION OF SERVICES.**

Beginning on \_\_\_\_\_, PINK 'N MOTION will provide to PURCHASER the following services, (collectively, the "services").

### **PERFORMANCE OF SERVICES.**

- (1). Both PINK 'N MOTION and PURCHASER shall inspect the vehicle prior to the engagement. Any prior damage shall be noted and recorded for PURCHASER's protection and safety. The limousine shall re-inspected upon conclusion of the engagement, u PINK 'N MOTION and PURCHASER. Any new damage found in the vehicle will be the responsibility of PURCHASER. PURCHASER will be charged for all repairs and any unusual cleaning that was caused by PURCHASER or anyone accompanying PURCHASER.
- (2). PINK 'N MOTION shall reach the pick up point and location on time as requested by PURCHASER. Any delay by PINK 'N MOTION shall compensate PURCHASER for the delay and inconvenience caused by the delay.

### **PAYMENT**

Payment shall be made to PINK 'N MOTION LLC, located at 1640 West 14<sup>TH</sup> Street, Davenport, Iowa 52804, in the amount of \_\_\_\_\_, total which is due at time of requested services described in this Contract.

Acceptable forms of payment will include:

Cash  
Credit/Debit Card  
PayPal  
Money Order  
Apple Pay  
Google Pay  
Check (if paid 30 days in advance)

If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at the maximum percentage allowed under applicable laws. PURCHASER shall pay all costs of collection, including without limitation, reasonable attorney fees.

In addition to any other right or remedy provided by law, if PURCHASER fails to pay for the Services when due, PINK 'N MOTION has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

#### **DEPOSIT.**

At the time of signing the Contract, PURCHASER shall pay a deposit of (circle one of the following:)

**125.00**

**200.00**

**250.00**

to PINK 'N MOTION for the purpose of any unforeseen costs that may be charged due to damage or misuse of the limousine. Additional fees and costs can include but are not limited to: broken glassware, stolen or missing property in the vehicle, extensive cleaning due to spills, sickness, or other accidents, detailing and waxing of exterior due to sickness; shampooing or disinfecting of interior due to sickness, spills, or other accidents, rips, burns, or tears to upholstery, or vandalism.

PINK 'N MOTION may apply all or a portion of the deposit to restore or replace any damage to the vehicle and or any additional fees outlined below. PINK 'N MOTION will, upon completion of the services, refund any deposit balance after such deductions to PURCHASER. Additionally, PINK 'N MOTION will provide an itemized invoice describing in detail each expense and the cost association with such.

#### **ADDITIONAL FEES AND CHARGES.**

PURCHASER agrees to pay any additional charges incurred such as overtime, cellular usage, tolls, or parking fees. PINK 'N MOTION will provide an itemized invoice describing in detail each additional fee and the cost associated with such.

#### **ALCOHOL AND DRUGS.**

PINK 'N MOTION will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverage be consumed by any person under the legal drinking age. PURCHASER further understands and agrees that it is PINK 'N MOTION's policy that no illegal drugs or contraband be used or in the possession of any passenger during transport. In the event that the vehicle is seized or damaged due to PURCHASER's improper use of alcohol or use of illegal drugs or contraband, PURCHASER shall be held responsible for additional charges due to down time in which the vehicle is unable to be hired and for repairs to any damages.

#### **CLIENT SAFETY.**

PURCHASER or anyone traveling in the vehicle under this Contract shall remain inside of the vehicle at all times while the vehicle is in motion and shall not stand or hang out the sunroof or any windows. If PURCHASER or anyone traveling with PURCHASER fails to obey the rules set forth, there shall be a fine to be paid immediately to PINK 'N MOTION. The fine amount shall be determined by PINK 'N MOTION. PINK 'N MOTION will not be held responsible for injuries that may occur due to horse plaything while the vehicle is in motion, actions and damages caused by any guests or individuals PURCHASER permits to join in using the service.

#### **SMOKING.**

It is the policy of PINK 'N MOTION that no smoking takes place inside the vehicle. PURCHASER will be held responsible for any damages or cleaning costs necessary due to violation of this policy, in addition to a \$100 FINE due to PINK 'N MOTION immediately upon violation.

#### **TERM.**

This Contract will terminate automatically upon completion by PINK 'N MOTION of the Services required by this Contract.

**CANCELLATION POLICY.**

A minimum of 15 days notice will be required for cancellation of this Contract and a full refund to the client. Any cancellation made with less than the 15 day notice to the agreed upon service date will result in full payment by the client.

**PROVIDER SAFETY.**

PINK 'N MOTION is responsible to ensure each of PINK 'N MOTION's employees, drivers, and workers receive orientation to his or her job duties including specific safety requirements prior to beginning the assignment. No employee, driver, or worker of PINK 'N MOTION will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

**PERMITS.**

PINK 'N MOTION has obtained or shall obtain at PINK 'N MOTION's sole expense all permits, licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Contract. PINK 'N MOTION shall provide with reasonable advance written notice if any such permits, license, certificates, or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

**CONFIDENTIALITY.**

PINK 'N MOTION and its employees, agents, or representatives will not at any time, or in any manner, either directly or indirectly, use the personal benefit of PINK 'N MOTION or divulge, disclose, or communicate, in any manner any information that is proprietary, personal or compromising to PURCHASER. PINK 'N MOTION and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**INDEMNIFICATION.**

PINK 'N MOTION agrees to indemnify and hold PURCHASER harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgements that may be asserted against PURCHASER that result from the acts of omissions of PINK 'N MOTION and/or PINK 'N MOTIONS employees, agents, or representatives.

**WARRANTY.**

PINK 'N MOTION shall provide services and meet its obligations under this Contract in a timely and workmanlike manner using knowledge of recommendations for performing the services which meet generally acceptable standards in PINK 'N MOTION's community and region and will provide a standard of care equal or superior to care used by service providers similar to PINK 'N MOTION on similar projects.

**DEFAULT.**

The occurrence of any of the following shall constitute a material default under this Contract.

- a. The failure to make required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subject of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency.
- d. The failure to make available or deliver the services in the time or manner provided for in this Contract.

**REMEDIES.**

In addition to any and all other rights a party may have available according to law if any party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation to the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. The party receiving such notice shall have 1 day from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract,

**FORCE MAJEURE.**

If performance of this Contract or any obligation under this Contract is prevented, restricted or interfered with by causes beyond either party's reasonable control ("FORCE MAJEURE"), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infections diseases of any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppage or other labor disputes, and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by any such party, or its employees, officers, agents, or affiliates.

**ARBITRATION.**

Any controversies or disputes arising out of or relating to this Contract shall be resolved. By binding arbitration in accordance with the then current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, either party will select an arbitrator and the two arbitrators will in turn select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that is in any way relevant to the dispute shall be made available to the other party for review and for copying no later than 30 days after the notice of arbitration is served. The arbitrator shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

**ENTIRE CONTRACT.**

This Contract contains the entire contract of the parties, and there are no other promises or condition in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

**SEVERABILITY.**

If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is valid or unenforceable, but that by limiting such provisions it would become valid or enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.**

This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**GOVERNING LAW.**

This Contract shall be construed in accordance with the laws of the State of Iowa.

**NOTICE.**

Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address one party may have furnished to the other in writing.

**WAIVER OF CONTRACTUAL RIGHT.**

The failure of either party to resolve any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**SIGNATORIES.**

This Agreement shall be signed on behalf of PURCHASER by PURCHASER, and on behalf of PINK 'N MOTION by one of it's owners, employees, agents, or representatives and effective as of the date first above written.

**Service Provider:**

PINK 'N MOTION LLC

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

**Client:**

\_\_\_\_\_

By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_



