



Bing Mountain LLC Terms & Conditions (as of February 8, 2024)

Contract Agreement & Cancellations:

Any monies pre-paid for transportation bookings to Bing Mountain LLC are only refundable if you cancel at least 48 hours prior to your requested pick up time. All charges are processed in full at the time of booking to the credit card provided at the time of booking. If we receive proper notification of cancellation with at least 48 hours notice, a 100% refund will be issued. Cancellations with less than 48 hours notice are not eligible for refund. The client is responsible to notify us of all airline changes, delays, cancellations & missed flights. We recommend purchasing travel insurance and making sure all other providers for your trip such as lodging are confirmed prior to booking your ride. We are a small business and depend on our confirmed bookings. Cancellations have a major impact on our growing business and therefore we must have a strict policy regarding cancellations and refunds. PLEASE BE ADVISED THAT ALL WEDDINGS HAVE A 30 DAY CANCELLATION POLICY WHICH IS NOT THE SAME AS OUR STANDARD 48 HOUR CANCELLATION POLICY. OUR STANDARD 48 HOUR CANCELLATION POLICY APPLIES TO NORMAL RIDES, BUT NOT TO WEDDINGS REGARDLESS OF DATE OR TIME OF EVENT. WEDDINGS REQUIRE MINIMUM 30 DAYS NOTICE TO BE ELIGIBLE FOR ANY REFUND OR CREDIT OF ANY KIND!

Full Cancellation & Refund Policy:

Cancellation fees apply according to the following schedule: if you cancel with 48 hours or more notice your payment is 100% refundable. Cancellations made in advance of the reservation date, but with less than 48 hours notice (but more than 24 hours notice) will be billed for the full quoted rate.

Cancellations made at pick-up time or same day cancellations (less than 24 hours notice), as well as “no shows” (rider is no longer available or rider no longer wants the trip when the driver makes contact) will result in a cancellation fee of the full base fare of the trip, plus an 20% gratuity, plus any applicable wait fees and expenses (including fuel, National Park Fees, etc.) as described elsewhere in our terms and conditions. If you are running late or you cannot locate your driver, please call 406-624-8089 to avoid a “no show” fee. PLEASE BE ADVISED THAT ALL WEDDINGS HAVE A 30 DAY CANCELLATION POLICY WHICH IS NOT THE SAME AS OUR STANDARD 48 HOUR

CANCELLATION POLICY. OUR STANDARD 48 HOUR CANCELLATION POLICY APPLIES TO NORMAL RIDES, BUT NOT TO WEDDINGS REGARDLESS OF DATE OR TIME OF EVENT. WEDDINGS REQUIRE MINIMUM 30 DAYS NOTICE TO BE ELIGIBLE FOR ANY REFUND OR CREDIT OF ANY KIND!

General Billing:

All services are billed to the credit card provided during booking. Bing Mountain LLC accepts Visa, Master Card, Discover, and American Express credit cards. Charges incurred on your behalf or as a direct result of your limousine service will also be added to your invoice, including, but not limited to national parks entrance fees, tolls, and airport fees. All charter/hourly trips are billed from scheduled pickup time to actual drop-off time if in Bozeman, Belgrade, or 4-Corners area. For any locations outside these areas, drive time will be billed to and/or from the destination. E.G. A charter pickup in Big Sky uses the vehicle for 3 hours after pickup, with a subsequent drop-off in Big Sky. This will be billed for our travel time to Big Sky for the pickup, the 3 hours of service, and our travel time to return to Bozeman. Please call or email if you have any questions about your location.

Long Distance & Late Night drop offs:

For ride requests where the destination is more than two hours from Bozeman MT, and the drop off time is after 10pm, you *may* be charged for our drivers overnight accommodations and one driver meal (roughly a \$200 charge in total, but actual costs will be billed). We will discuss this with you before confirming the ride, or in the case of flight delays where the original drop off time was before 10pm, but the new drop off time is after, as soon as the circumstances change. We value our drivers safety, this policy is in place to ensure quality service, driver safety, and employee retention while still being able to offer long distance rides for passengers with late arriving flights.

Gratuity:

The tip isn't included in your booking fee. Once your ride has been successfully completed we will process an additional charge for a 20% gratuity. Our drivers work hard to arrive on time, get you to your destination safely, and offer friendly advice about places to go, things to see and what to do. Gratuities are distributed in full directly to your driver after the ride is complete.

Additional Charges:

Trips of unusual duration may require additional fees, such as meals and accommodations for the drivers. Our rates are subject to change without notice. The rate in effect at the time your service was scheduled shall apply. As is customary in the transportation service industry, fees are calculated on an hourly rate basis and/or mileage. Time is calculated from the time when the vehicle leaves the garage until the time it returns to the garage. Note that waiting time is charged in thirty (30) minute increments; fractions are rounded to the next thirty (30) minutes. The minimum hourly rate is \$150/hr for SUV's and \$200/hr for Luxury Vans. Bing Mountain LLC grants a 15-minute grace period from the scheduled pick up time. After this grace period, additional time will be billed according to the standard rates including additional gratuity. A passenger will be considered a "No Show" and subject to full trip charges, including 20% gratuity after 30 mins of no contact from scheduled arrival time.

Quotations:

Quotations provided by us are estimates based on known information and experience regarding drive times, traffic volumes, and related factors. Actual charges may be slightly higher or lower than estimated due to traffic, weather, and other factors outside of our control. This also includes rides booked online at a "set price". The set price should not be interpreted as a final cost for services rendered, but rather an estimate of cost for services. When the ride is complete all rides booked online may incur additional costs and fees.

Pets:

Pets are permitted in certain vehicles for an additional charge of \$50/pet. Pets must be transported in a pet carrier specifically designed for that purpose. **Bing Mountain LLC must be notified at the time of booking of the intention to bring a pet. If we are not notified of a pet until after the pickup is to take place, the pet fee will be doubled per pet.** There is no charge for licensed trained service animals for those with a disability, but Bing Mountain LLC must be notified prior that it is a service animal. Note, "emotional support" or "therapy" pets are not exempt from the fee.

Luggage & Cargo:

Our vehicles are designed to handle a normal/average amount of luggage per passenger. This includes one suitcase and one personal item per passenger. Our Custom Luxury Van has a large separate luggage locker, but please note that this is a luxury vehicle with custom leather seats, so we will not transport baggage in the passenger seating area. Trips with excessive amounts of luggage or more than three ski/snowboard bags require advanced notice. We can provide a cargo trailer if requested in advance for a fee of \$150 per trip. **If we are not notified in advance of the need to**

transport excessive additional baggage, significant additional fees may apply including additional wait time charges while arrangements are made (charged at our standard hourly rates of \$150/hr for SUV and \$200/hour for luxury vans). Charges for trailer are \$250 per trip when not reserved in advance, and if trailer is not available, additional charges may apply for reserving an additional SUV, and will be charged at the full passenger rate which is \$365 from BZN to Big Sky and varies for other destinations.

Rider Agreement:

Please observe our non-smoking policy. A \$299 cleaning fee will be assessed for any smoking violations as well as cleanup of any significant spills or in the case of a rider being sick where a professional cleaning is required. Consuming alcoholic beverages is strictly prohibited. Riders who violate our smoking or alcohol policy will have their ride abruptly terminated and the full ride fare plus an 20% service fee, plus a \$200 ride termination fee and \$299 cleaning fee will be charged to the card on file. A minimum of \$150 will be assessed to any transfer which requires excessive cleaning. The customer will be responsible for any damage to the vehicle and subsequent downtime if they are responsible or negligent.

Holiday Service, High Demand Periods, Inclement Weather, Early/Late Pickups:

Services are available on major U.S. holidays, but a surcharge of 20% (calculated against the base fare and any stop and wait times) will be charged on all services originating and/or ending that overlap with the following schedule:

- New Year's 12/29/23 - 1/1/24
- President's Day 2/15/24 - 2/20/24
- Easter 3/28/24 - 4/1/24
- Spring Break 3/10/24 - 3/30/24
- Memorial Day 5/23/24 - 5/28/24
- Fourth of July 6/30/24 - 7/7/24
- Labor Day 8/29/24 - 9/3/24
- Thanksgiving 11/22/24 - 12/1/24
- Christmas 12/19/24 - 12/29/24

Rides impacted by inclement weather conditions such as a recent snowstorm will also incur a 20% rate increase. Pickups originating before 6:00am or after 10:00pm will incur a 20% rate increase.

BING MOUNTAIN POLICIES

Environmental Consciousness & Water Use Policy:

CAR WASH POLICY: Our policy is to conserve the natural resources of Montana and do our part to not excessively contribute to increased greenhouse gasses or excessive water use in our pristine natural environment. Water use is a major concern in the Bozeman and Big Sky area, and as such for any pickups outside of the Bozeman area, we will generally not wash the exterior of the vehicle. This is most applicable in winter and when road conditions are messy. We feel washing the exterior of the vehicle in Bozeman only to get it dirty during the commute to pickup location is a waste of water. If a vehicle is excessively dirty, we will do a quick spray down prior to pickup but avoid a full wash cycle. This is not an absolute policy, but determined based on many factors like current vehicle cleanliness and road conditions. We will always and every time make sure the interior of the vehicle is immaculately clean without exception.

ENGINE IDLE POLICY: When possible we will turn off our vehicle so as to not unnecessarily pollute. In general we try to limit idle time for these reasons. That said, sometime Montana weather conditions require the vehicle to be kept idling to keep the temperature inside the vehicle comfortable for our passengers.

Pick Up Times:

We monitor scheduled air carrier flights for passengers arriving via scheduled flights on any major commercial airline. Your driver will be dispatched based on current arrival information available to us. We do not monitor trains, ships, or other modes of transport; therefore, it is your responsibility to notify us if you will be arriving after the scheduled time provided during your reservation. Our drivers will wait up to fifteen (15) minutes on non-airport pick-ups before calling the primary or alternate contact numbers (provided when you make your reservation), for authorization to wait additional time or to cancel. Charges will still apply see "Cancellation Policy, No Shows" below for details. Bing Mountain LLC grants a 15-minute grace period from the scheduled pick up time. After this grace period, additional time will be billed according to the standard rates including service charge. A passenger will be considered a No Show and subject to full trip charges, including service charge after 30 mins of no contact from scheduled arrival time.

Arrival Times Not Guaranteed/ Safety First Policy:

Your arrival time is not guaranteed, your pick up time is. We will never drive faster than is safe in order to make better time or to try to catch a flight or meeting time. We promise to arrive early to pick you up and we promise to make every effort to plan for an on time arrival at your destination. However Montana roads can be unpredictable in summer or winter. Weather and

accidents can make an otherwise open road into a parking lot in a flash. If we encounter unexpected delays we will do our best to navigate through them expeditiously, however many destinations in Montana do not have an alternate route so if our trip gets delayed there may not be viable alternate detours available. Please do not ask our drivers to drive faster or to drive in any way that compromises road safety. We are proud of our safety record, and intend to keep it that way! We highly recommend staying the last night of your trip in Bozeman to avoid any hassle of making it to the airport on time for morning flights! Bing Mountain LLC is not responsible for delays caused by weather, road conditions or closures, hazards, accidents or other unforeseen events. Vehicles are known to be mechanically sound and maintained. In the event of mechanical failure, a vehicle will be substituted as soon as possible. Our service area is subject to severe weather and limited routes around accidents. If these conditions exist, the client has the option of returning, dropping at a new location, or waiting/proceeding with the trip and additional hourly charges listed in these terms and conditions will apply.

Same Day Bookings:

Service calls/appointments shall be made no less than four (4) hours preceding the intended pick up time. Bing Mountain LLC shall not guarantee prompt pick up for any requests made less than twenty four hours in advance of requested pick up time. Requests made with less than four hours advanced notice will be accepted on a case by case basis depending on prior reservation obligations and driver/vehicle availability.

Hourly Services:

Services rendered on an hourly basis will be billed at then-current hourly rates. Time is calculated from the time when the vehicle leaves the garage until the time it returns to the garage and there is a four (4) hours minimum charge for SUVs and Luxury Vans. Services provided city to city are billed on the basis of a round trip, at our hourly rate, even if the customer and/or passengers require only one-way service. Wait times required during city to city services are billed at the same hourly rate as actual travel time.

Pre-planned and Unplanned Stops during trip:

Our rides are able to be booked and paid for online. Yes, we can make a stop or two during your trip. We recommend stops at Albertson's grocery store in Belgrade, Belgrade Liquors, and/or Greener Pastures dispensary in Four Corners as they are on the primary route from BZN Airport to Big Sky. Other stops can be made by request. One short stop on our route (5 minutes to 15 Minutes max) is included for free in your booking. Additional stops, stops off route, or stops that take more than 15

minutes will incur additional charges using our standard hourly rate of \$150/hr for SUV's and \$200/hr for Luxury Vans charged in 30 minute intervals and rounded up for partial half hours.

Lost/Damaged Items/Valuable Personal Items:

Bing Mountain LLC is not responsible for personal items brought into or left in vehicle. We will make a reasonable effort to secure all items, and locate any lost items. Client is responsible for any items requiring special care, and items left in vehicle. Please make sure you have all of your possessions when departing the vehicle. Please contact us immediately if you lose or forget an item. Additional charges will apply for having the chauffeur return or to cover the cost of shipping.

Important Disclaimers:

We will not be liable for circumstances beyond our control, including, but not limited to mechanical breakdown, conditions or closure of roads, impact of weather, communications delays, and a like. We cannot be held responsible for the loss or damage of personal items, including items such as baggage, purses, cameras, wallets, items packed within baggage or cases, or other items brought with you or left in the vehicle. Items that are breakable or of special value should be handled by you, and kept with you during transportation

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