

Terms & Conditions

Bing Mountain LLC

Effective Date: November 6, 2025



1. Introduction

These Terms & Conditions ("Agreement") govern all transportation services ("Services") provided by Bing Mountain LLC, d/b/a Bing Mountain Luxury Transportation ("Bing Mountain," "we," "us," or "our"). By booking with us, the client ("you," "your," or "Guest") agrees to these terms. Our commitment is to deliver an exceptional, safe, and discreet luxury experience.

2. Booking & Payment

- **Reservation Confirmation:** All reservations are confirmed upon receipt of full payment via credit card or other approved methods.
- **Accepted Payment Methods:** We accept all major credit cards, including American Express, Visa, MasterCard, and Discover.
- **Additional Charges:** Charges incurred on your behalf (e.g., national park entrance fees, tolls, airport fees, overnight driver accommodations) will be added to your final invoice as applicable and itemized for transparency.
- **Billing Structure:**
 - **Bozeman, Belgrade, or 4-Corners:** Charter/hourly trips are billed from scheduled pickup time (or actual pickup time, whichever is earlier) to actual drop-off time (or scheduled drop off time, whichever is later).
 - **Outside These Areas:** Billing starts when our chauffeur departs our Bozeman garage (or is scheduled to depart, whichever is earlier) and ends upon return to the Bozeman garage (or scheduled return, whichever is later).
- **Billing Example:** For an hourly trip with pickup and drop-off in Big Sky and 5 hours of service, you are billed for the travel time from Bozeman to Big Sky, the 5 hours of service, and the travel time back to Bozeman—typically 7 hours in total.
- **Questions:** For billing or location inquiries, contact us at (406) 624-8089 or Booking@BingMountain.com.

3. Cancellations & Refunds

- **24 HOURS — For Single Vehicle, Single Day Bookings:** Cancellations made more than 24 hours prior to your scheduled pick-up time are eligible for a refund of pre-paid monies, minus a 5% processing fee. Cancellations must be made by phone at (406) 624-8089. This includes roundtrip bookings that are not on the same calendar day.
- **30 DAYS — For Multi-Vehicle, Multi-Day, or Hourly Bookings:** Cancellations require at least 30 days' notice to qualify for a refund or credit, minus a 5% processing fee. Cancellations must be made by phone at (406) 624-8089.
- **No-Shows & Same-Day Cancellations:** Cancellations made at pick-up time, less than 24 hours prior, or "no shows" (rider unavailable or unwilling at pick-up) incur a fee equal to the full base fare, plus a 20% service charge and any applicable wait fees and expenses.
- **Refunds:** All refunds are issued to the original payment method within 10 business days, less applicable processing fees of 5%.
- **Client Responsibility:** Notify us of all airline changes, delays, cancellations, or missed flights to avoid unnecessary fees.

4. Minimum Hourly Rates & Hourly Service

- **Luxury SUVs:** \$175/hour + 20% Service Charge (4-hour minimum)
- **Luxury Vans:** \$225/hour + 20% Service Charge (4-hour minimum)
- **Billing:** Hourly rates are billed in 30-minute increments, rounding up for partial segments.
- **All hourly trips are subject to the 30-day cancellation policy.**

5. Service Charge, Gratuities, & Additional Cash Tips

- **Service Charge:** A 20% service charge is added to the full invoiced amount (base rate plus any additional fees).
- **No Additional Gratuity Required:** Your chauffeur is well-compensated; there is no need for extra cash tips. If you wish to provide additional compensation, we can add it to your invoice at your request.
- **Cash Gratuities:** Any cash gratuities provided post-trip are in addition to the service charge and do not reduce the 20% service charge.



6. Additional Charges

- **Rates & Fees:** Subject to change without notice. The rate in effect at the time of scheduling applies.
- **Time Calculation:** From garage departure to return. Waiting time is charged in 30-minute increments, rounding up.
- **Grace Period:** 15 minutes from scheduled pick-up time. After this, additional time is billed at minimum hourly rates plus service charge.
- **No Show:** After 30 minutes of no contact from scheduled arrival, full trip charges apply.

7. Stops

- **Included:** One short stop (5–15 minutes) on the planned route is complimentary.
- **Additional Stops:** Off-route or longer stops are billed at standard hourly rates.

8. Overnight, Long Distance & Late Night Trips

- **Overnight Fees:** For destinations more than two hours from Bozeman or drop-offs after 10:00pm MST, overnight accommodations and a chauffeur meal (at cost) may be added to your invoice. Receipts are available upon request.
- **Multi-Day Trips:** Overnight fees apply for trips originating more than one hour outside Bozeman with eight or more service hours per day.
- **Early/Late Trip Rates:** Enhanced rates apply to pickups before 8:00am and after 8:00pm MST and on major holidays (see Section 9 &10).

9. Holiday & High-Demand Periods

- **20% Surcharge:** Applies to all trips originating or ending during major U.S. holiday travel periods for example President's Day or other high volume travel periods like for example Spring Break (please inquire for exact dates).

10. Early/Late Pickups

- **Enhanced Rates:** Pickups before 8:00am or drop-offs after 8:00pm incur a 20% rate increase.



11. Same-Day Round-Trip Online Bookings Conversion to Hourly Service:

- **Same-day round trip bookings:** If a Customer books two or more round trips for the same calendar day via Bing Mountain LLC's online booking tool, those bookings will be converted to hourly service.
- **Service period & reason:** Hourly service will cover the period from the first scheduled pickup through the final drop-off that day because the vehicle is reserved and unavailable for other clients during the intervening time.
- **Billing & agreement:** The Customer will be billed for the full hourly service duration at Bing Mountain LLC's applicable hourly rates (or as set forth in the Booking Confirmation/Rate Schedule)(See Section 4); by completing the online booking the Customer agrees to this conversion and charges.

12. Luggage & Cargo

- **Standard Allowance:** One suitcase and one personal item per passenger.
- **Excess Luggage:** Additional baggage requires advance notice. A cargo trailer is available for \$150 (advance) or \$250 (last-minute); additional vehicles may be required at full passenger rates if not arranged in advance.

13. Rider Agreement, Cleaning Fees & Damages

- **Non-Smoking:** Strictly enforced. Vaping also prohibited
- **Cleaning Fee:** Minimum \$375 for any event requiring professional cleaning (e.g., spills, bodily fluids, smoking).
- **Damages:** Client is responsible for any vehicle damage or lost revenue due to out-of-service repairs/cleaning.
- **Examples:** Includes but not limited to sickness, bodily fluids, smoking, upholstery damage, or exterior damage caused by client or guests.

14. Arrival Times & Safety

- **Arrival Guarantee:** We guarantee your pick-up time, not arrival time. We will never compromise safety to meet a deadline.
- **Delays:** Bing Mountain is not responsible for delays due to weather, road conditions, or unforeseen events.
- **Mechanical Failure:** Substitute vehicles will be provided as soon as possible.
- **Safety Policy:** Please do not ask chauffeurs to drive unsafely. We value your safety above all.

15. Environmental & Water Use Policy

- **Car Wash Policy:** To conserve Montana's resources, vehicles may not be washed prior to pickups outside Bozeman, especially in winter or poor conditions. Interiors are always immaculately clean.
- **Engine Idle Policy:** We minimize idling to reduce emissions, except when necessary for passenger comfort in extreme weather.

16. Lost or Damaged Items

- **Personal Items:** Bing Mountain is not responsible for items brought into or left in vehicles.
- **Lost Items:** We will make reasonable efforts to recover lost items. Additional charges apply for chauffeur return or shipping (per minimum hourly rates - see section 4).

17. Liability & Disclaimers

- **Circumstances Beyond Control:** Bing Mountain is not liable for delays or service interruptions due to weather, road closures, mechanical breakdowns, or other events beyond our control.
- **Personal Property:** We are not responsible for loss or damage to personal items, including baggage, electronics, or valuables.
- **Insurance:** Bing Mountain maintains \$2 million in commercial auto insurance and a \$1 million general liability umbrella.



18. Governing Law

- These Terms & Conditions are governed by the laws of the State of Montana.

19. Exclusive Jurisdiction and Venue

- Any legal proceeding, including litigation or arbitration, arising out of or relating to these Terms and Conditions shall be brought exclusively in the courts of the State of Montana or, if arbitration is elected, conducted in the State of Montana. By using our services the Customer consents to personal jurisdiction and exclusive venue in the State of Montana.

20. Severability

- If any provision of these Terms and Conditions is held invalid, illegal, or unenforceable by a court or arbitrator, that provision will be severed or limited to the minimum extent necessary, and all remaining provisions will continue in full force and effect.

21. Amendments

- Bing Mountain reserves the right to update these Terms & Conditions at any time. The latest version will be posted on our website and available upon request.

22. Acceptance of Terms

- By making any reservation for transportation services with Bing Mountain LLC, the Customer expressly acknowledges receipt of and full familiarity with these Terms and Conditions, and hereby agrees that the reservation and any services provided are governed exclusively by these Terms and Conditions, which constitute a binding agreement between the Client (and, if applicable, the party making the reservation on behalf of others) and Bing Mountain LLC.

23. Contact

- For questions or concerns regarding these Terms & Conditions or your service, please contact Bing Mountain LLC at **(406) 624-8089** or **booking@bingmountain.com**

www.bingmountain.com

