



These TERMS OF USE OF LIMOUSINE (“Service Terms”) ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND Whidbey Island Limo Service.

Please review these Service Terms fully before you use the Services. By using the Services, you agree to be bound by these Service Terms.

FLIGHT INFORMATION POLICY: It is the client’s responsibility to provide accurate flight information (airline and flight number) at the time of booking. If one is not provided at the time of booking, Whidbey Island Limo Service is not responsible for delays of pickup.

PRICING POLICY: All advertised fares are subject to change without notice and may be higher during holidays or special events.

CHILD SAFETY SEATS: Whidbey Island Limo Service does not provide child safety seats. Traveler/Passenger will provide and install child safety seats. No child seat will be installed prior to pickup. Traveler/Passenger is responsible for child’s safety if no seat is provided. No discount will be given if a child safety seat is not provided.

RATE ESTIMATE: The rate quoted prior to your trip is an estimate based on the information you provided at the time of the reservation. Fees for tolls, waiting time, and additional stops are not included in the estimate and will increase your rate.

WAITING TIME: Waiting time is based on the hourly rate for a particular vehicle and is charged at 15-minute increments. Waiting time charges may be incurred if a passenger arrives late to a pickup. Time spent waiting at additional stops will also be charged as waiting time. Waiting time charges may apply after the complimentary waiting time of 15 minutes expires. For domestic flights, waiting time begins to accrue 30 minutes after flight arrival. For international flights, waiting time begins to accrue 60 minutes after flight arrival. Waiting time is calculated at \$1.00 per minute.

ADDITIONAL STOPS: The fare quoted for point-to-point transfers does not include any additional stops made during your trip. Unless specifically discussed, when booking a reservation by phone, the fare quoted by an operator does not include additional stops. You may obtain an exact quote for additional stops, in advance, by speaking with a phone reservation agent.

CANCELLATION POLICY: A seventy-two (72) hour cancellation notice required for Services performed inside the continental United States. Late cancellations will be charged the minimum allotted time as per the reservation confirmation agreement. Cancellations made by email are not official until Whidbey Island Limo Service replies via email of the receipt and acceptance of the cancellation. All other cancellations must be made by phone.

Cancellation rules for special events vary (i.e. New Year's Eve, Bowl Games, Awards Shows, Art Basel, etc.). A 7 day cancellation notice is required to avoid late cancellations fees. Full rates will be charged if less than 7 days' notice is given. Initial deposit will not be refunded. **ALL DEPOSITS ARE NON-REFUNDABLE.**

CHANGE POLICY: Whidbey Island Limo Service requires that all changes must be received by phone, email, or through our website. If a change is requested within 4 hours prior to pickup, it **MUST** be made by phone. We cannot guarantee changes requested by email that are for a trip 2 within 4 hours of the request. If a change made less than four hours prior to pickup cannot be accommodated, the resulting cancellation may cause a full or partial charge to the customer.

NO SHOW POLICY: If a client fails to show at the designated location for which a reservation has been made, a No Show Fee equal to 100% of the total trip cost, including gratuity, is charged to the credit card on file. This includes any cancellations after a chauffeur has reached or is in route to a reservation's location.

RESERVATION POLICY: Reservations may be booked 24 hours a day, 7 days a week, and 365 days a year. You may also call our reservation number to make any reservations, changes, or cancellations. All reservations are accepted up to 24 hours in advance. Reservations booked within 24 hours of requested Service should be made by calling Whidbey Island Limo Service. It is suggested that the Client supplies Whidbey Island Limo Service with the phone numbers of all traveling passengers.

SUBCONTRACTING POLICY: Whidbey Island Limo Service reserves the right to subcontract any service booked and confirmed with Whidbey Island Limo Service to our affiliate companies should the need arise.

NO SMOKING POLICY: All of our vehicles are non-smoking. Client agrees that there will be no smoking in our vehicles. If smoking does occur, client will be charged a minimum fee of \$500.

LOST AND FOUND POLICY: Whidbey Island Limo Service, or its drivers, are not responsible for lost or stolen items. Whidbey Island Limo Service will make all possible attempts to retrieve items.

RATES AND FEES You acknowledge that Whidbey Island Limo Service pre-negotiate certain rates with ground transportation providers to facilitate the booking of reservations on your behalf. The reservation price you pay Whidbey Island Limo Service is a combination of the pre-negotiated rate reserved on your behalf by Whidbey Island Limo Service and the commission retained by Whidbey Island Limo Service to compensate us for our services. You authorize Whidbey Island Limo Service to book reservations for the total reservation price, which may include other service fees. You agree that your credit card will be charged by Whidbey Island Limo Service for the total reservation price. Upon submitting your reservation request by telephone, fax, website, or email you authorize Whidbey Island Limo Service to facilitate ground transportation reservations on your behalf, including making payment arrangements with ground transportation providers. You acknowledge that Whidbey Island Limo Service does not collect

taxes for remittance to applicable taxing authorities. The ground transportation providers remit applicable taxes to the applicable taxing jurisdictions, if any. Whidbey Island Limo Service does not act as co-vendors with the ground transportation provider with whom we book or reserve our customer's travel arrangements. Taxability and the appropriate tax rate vary greatly by location. We retain our service fees as compensation in servicing your travel reservation. Our service fees vary based on the amount and type of ground transportation reservation. You agree to pay any cancellation or change fees that you incur. In limited cases, some ground transportation providers do not permit changes to or cancellations of reservations after they are made, as indicated in the rules and restrictions for the ground transportation reservation. You agree to abide by the terms and conditions imposed with respect to your reservations.

OTHER POLICIES: Whidbey Island Limo Service strongly suggests the use of seat belts while the vehicle is in motion. Client agrees that no illegal drugs will be consumed in our vehicles. Client and their party agree that the passenger capacity of any vehicle provided shall not be exceeded. In case of misconduct or drug use by Client or their party, or if Driver is or feels threatened, Driver has the right to terminate service and this Agreement without any refunds and drop all passengers off at the nearest safe location; full charges will apply. Client holds Whidbey Island Limo Service harmless and not liable for any personal or material damages arising from the conduct of Client and/or their party. Client is responsible for damages to the vehicle committed by Client or their party during service, either willfully or accidentally. Any actions that cause damage to our vehicle(s) can result in extra charge(s), of at least \$250. If anything is missing from inside the vehicle, there is a minimum \$250 replacement fee. If anyone gets sick and vomits in the vehicle, there is minimum \$250 clean up fee. If passengers are minors, the divider stays open and a phone number(s) of one or more of the minors' parents must be provided to the driver prior to the start of the Service. If any underage drinking or drug use occurs, the Service will be terminated immediately with no refund. The minors will be returned to the original pickup location and the parents will be called. If one party agrees to waive its right to enforce any term of the Agreement, it does not waive its right to enforce such term or any or all other terms of this Agreement at any other time. Whidbey Island Limo Service does not guarantee arrival at or departure from any point at a specific time due to circumstances beyond its control such as accidents, breakdowns, traffic and road conditions, storms, etc. and shall not be held liable for claims resulting in delays from such conditions. Whidbey Island Limo Service cannot be held responsible for delays or inconveniences due to unknown and/or unforeseen mechanical failures or situations deemed as "Acts of God". Whidbey Island Limo Service reserves the right to substitute the contracted vehicle in the event of such an occurrence mentioned above with a vehicle of like kind and quality. Client waives all claims for consequential damages and agrees that liability shall be limited to the costs accrued for the disputed service.

INDEMNIFICATION AND HOLD HARMLESS: Whidbey Island Limo Service and Client each agree to defend, indemnify, and hold harmless the other party from and against all claims, actions or causes of action, liabilities, including reasonable attorney's fees, and costs arising from the defense of any claim, action, cause of action or liabilities arising out of or resulting from any act taken or committed by Whidbey Island Limo Service or Client pursuant to the performance of each party's obligations hereunder. Whidbey Island Limo Service and Client each agree to defend, indemnify, and hold harmless the other party for any claim, action or

causes of action, and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this Agreement, except for the willful misconduct or gross negligence of the other party litigation. If any provision of this Agreement shall be unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from the Agreement and shall not affect the validity and enforceability of any remaining provisions. Regardless of the place of this Agreement, the Client agrees that any disputes arising from this Agreement will be litigated or arbitrated in Washington. In the event any legal action is taken by either party against the other party to enforce any of the terms and conditions of this Agreement, it is agreed that the unsuccessful party to such action shall pay to the prevailing party therein all court costs, reasonable attorney's fees, and expenses. This Agreement is governed and construed in accordance with the laws of the State of Washington, USA.

ACCEPTANCE: Client has read the terms and conditions stated above and agrees to all stated terms and conditions. Client hereby authorizes Whidbey Island Limo Service to charge the credit card account on file for any transportation related services, which may be rendered through Whidbey Island Limo Service. This Agreement is considered accepted in its entirety when Client authorizes payment, in full or in part, for the Services.

AGREEMENT BETWEEN CUSTOMER AND Whidbey Island Limo Service Whidbey Island Limo Service (hereinafter, "Provider") is the provider of transportation or travel. The terms "we", "us", "our" and Provider refer to Provider. The term "you" refers to the customer visiting our website, calling our customer service agents, or booking a reservation through us. Our "Service(s)" refers to the selling of reservations for travel and transportation services provided by us or other independently owned and operated third party transportation vendors, however the reservation is made, including but not limited to telephone reservation or online reservation. Our Services are offered to you conditioned upon your acceptance without modification of the terms and conditions set forth herein (collectively, the "Agreement"). By accessing our website, calling or customer service agents, or booking any transportation through us, you agree to be bound by this Agreement. If you do not agree to the Agreement, then do not visit our website or use our Services. We reserve the right to change this Agreement at any time without notice and your continued access or use of the website or Services signifies your acceptance of the modified Agreement.

PASSENGER REPRESENTATIONS As a condition of your use of our website or our Services you warrant that (i) you are at least 18 years of age, (ii) you have read and understand this Agreement and agree to be bound by it (iii) you possess the legal authority to create a binding legal obligation, (iv) you will use our Services and this website in accordance with this Agreement, (v) you will only use this website to make legitimate reservations for you or for another person for whom you are legally authorized to act, (vi) all information supplied by you is true, accurate, current and complete, (vii) you will abide by the terms and conditions imposed by any travel and transportation provider, including payment of all amounts when due, and compliance with all rules and restrictions regarding the availability of products or services, and (viii) if you have a Whidbey Island Limo Service Reservations account, you will safeguard your account information and will supervise and be completely responsible for any use of your account by anyone other than you. We retain the right at our sole discretion to deny access to

anyone to this website and our Services, at any time and for any reason.

TRANSPORTATION CONFIRMATION When you make a reservation, we will send you a written confirmation by email, fax, or letter, containing a) the total amount to be paid by or on behalf of the passenger, b) the amount paid to date, c) the date of any future payment(s), d) the purpose of any payment, e) an itemized statement of the balance due if any, f) and an itinerary stating the name of the provider of transportation, the pickup date, time and place, or the circumstances under which the pickup date, time, and place will be determined.

DISCLAIMER OF WARRANTY Whidbey Island Limo Service makes no warranty of any kind regarding the transportation or travel services provided by the transportation vendors with whom reservations are booked, the website, or its content, all of which are provided on an "AS IS" basis. Whidbey Island Limo Service expressly disclaims any representation or warranty that the Services or the transportation or travel services or the website or its content will be free from errors, viruses or other harmful components, that communications to or from Whidbey Island Limo Services will be secure and not intercepted, that the Services or the website will be uninterrupted, or that its content will be accurate, complete or timely. The fact that Whidbey Island Limo Service is including or offering reservations for any product or service is not an endorsement or a recommendation of the product or service or the provider of such product or service. We are not responsible for third party websites even if we link to such websites. **OTHER THAN THOSE WARRANTIES WHICH, UNDER THE LAWS APPLICABLE TO THESE TERMS, ARE IMPLIED BY LAWS, AND ARE INCAPABLE OF EXCUSION, RESTRICTION OR MODIFICATION, Whidbey Island Limo Service EXPRESSLY DISCLAIMS ALL WARRANTIES AND CONDITIONS, INCLUDING IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, AND THOSE ARISING BY STATUTE OR OTHERWISE IN LAW OR FROM A COURSE OF DEALING OR USAGE OF TRADE.**

LIMITATION OF LIABILITY Subject to applicable law, your use of our Service, this website and its content and any travel and transportation you purchase through our Service is at your sole risk. Services and products made available through our Service and this website are subject to conditions imposed by the travel and transportation providers, including but not limited to tariffs, conditions of carriage, international conventions and arrangements, and federal government regulations. Travel and transportation providers who furnish products or services through our Service or this website are independent contractors, and not agents or employees of Provider. **IN NO PROVIDER, IT'S OFFICERS, CORPORATE PARTNERS OR SUBSIDIARIES, OR EMPLOYEES BE LIABLE TO ANY PARTY FOR ANY DIRECT, INDIRECT, SPECIAL OR OTHER CONSEQUENTIAL DAMAGES FOR ANY USE OF THE SERVICES, THE TRAVEL OR TRANSPORTATION SERVICES RESERVED, THIS WEBSITE, ANY HYPER LINKED WEBSITE, THE ACTS OR OMISSIONS OF TRAVEL AND TRANSPORTATION PROVIDERS WHOSE PRODUCTS OR SERVICES ARE RESERVED THROUGH OUR SERVICES OR THIS WEBSITE, OR THE PRODUCTS OR SERVICES OFFERED BY TRAVEL AND TRANSPORTATION PROVIDERS THROUGH OUR SERVICE OR THIS WEBSITE, INCLUDING, WITHOUT LIMITATION, WHETHER BASED IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE, THAT ARISES OUT OF OR**

IS IN ANY WAY CONNECTED WITH (I) ANY USE OF, BROWSING OR DOWNLOADING OF ANY PART OF OUR SITE OR CONTENT, (II) ANY FAILURE OR DELAY (INCLUDING WITHOUT LIMITATION THE USE OF OR INABILITY TO USE ANY COMPONENT OF THIS SITE FOR RESERVATIONS OR TICKETING, OR (III) THE PERFORMANCE OR NON PERFORMANCE BY US OR ANY TRAVEL OR TRANSPORTATION PROVIDER OR (IV) ANY DAMAGES OR INJURY CAUSED BY ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS, COMMUNICATION LINE FAILURE, THEFT OR DESTRUCTION OR UNAUTHORIZED ACCESS TO, ALTERATION OF, OR USE OF RECORD, EVEN IF Whidbey Island Limo Service AND THE TRAVEL OR TRANSPORTATION PROVIDER(S) HAVE BEEN ADVISED OF THE POSSIBILITY OF DAMAGES TO SUCH PARTIES OR ANY OTHER PARTY. If, despite the limitation above, Whidbey Island Limo Service is found liable for any loss or damage, then Whidbey Island Limo Service liability will in no event exceed, in total, the sum of US \$300.00. Some states do not allow the limitation of liability, so the limitations above may not apply to you.

INTELLECTUAL PROPERTY: TM AND COPYRIGHT NOTICES This website is the sole and exclusive property of Whidbey Island Limo Service or its licensors. Whidbey Island Limo Service and its licensors retain all right, title and interest (including all copyright, trademark, patent, trade secrets, and all other intellectual property rights) in the website. The website is or may be protected by copyright, trademark, patent, trade secrets, unfair competition and other laws of worldwide, through the application of local laws or international treaties. Any unauthorized use, reproduction or modification of this website may violate such laws. Whidbey Island Limo Service is registered or common law trademarks or service marks of Whidbey Island Limo Service. These Marks may not be copied, downloaded, reproduced, used, modified, or distributed in any way without prior written permission from Whidbey Island Limo Service. Other marks that appear on the website are the property of their respective owners. You agree not to deep link to website for any purpose unless we specifically authorize you to do so. All rights reserved.

PRIVACY POLICY Your use of the Site is subject to our Privacy Policy. You agree that you have read our Privacy Policy, and it is reasonable and acceptable to you. Your acceptance of this Agreement is also your consent to the information practices in our Privacy Policy.

GENERAL Our failure to insist upon strict adherence to any term of this Agreement on any occasion shall not be considered a waiver thereof. Any waiver by Whidbey Island Limo Service must be in writing and, unless otherwise stated, shall be strictly limited to the circumstances explicitly waived and shall not deprive Whidbey Island Limo Service of the right to insist upon strict adherence to the term waived in any and all other circumstances or to insist upon strict adherence to any other term of this Agreement. A waiver of any default is not a waiver of any subsequent default. The headings of this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning hereof. This Agreement is governed by the laws of the State of Washington. You hereby consent to the exclusive jurisdiction and venue of courts in Washington, in all disputes arising out of or relating to the Services or the use of this website. Use of the Services or this website is unauthorized in any jurisdiction that does not give effect to

all provisions of the terms and conditions of this Agreement, including, without limitation, this paragraph. You agree that no joint venture, partnership, or employment relationship exists between you and Whidbey Island Limo Service as a result of this Agreement or the Services or the use of this website. Our performance of this Agreement is subject to existing laws and legal process, and nothing contained in this Agreement limits our right to comply with law enforcement or other governmental or legal requests or requirement relating to your use of the Services or of this website or information provided to or gathered by us with respect to such use. To the extent allowed by applicable law, you agree that you will bring any claim or cause of action arising from or relating to your access or use of the Services or this website within two (2) years from the date on which such claim or action arose or accrued or such claim or cause of action will be irrevocably waived. If any part of this Agreement is determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid, enforceable provision that most closely matches the intent of the original provision and Agreement shall continue in effect. This Agreement (and any other terms and conditions referenced herein) constitutes the entire agreement between you and Whidbey Island Limo Service with respect to the Services and this website and it supersedes all prior contemporaneous communications and proposals, whether electronic, oral, or written, between the customer and Whidbey Island Limo Service with respect to the Services or this website. A printed version of this Agreement and of any notice given in electronic form shall be admissible in judicial or administrative proceedings based upon or relating to this Agreement to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.