

RIS Limousine LLC Terms & Conditions Ver III 7-1-2020

Dear Valued Customer,

Please read and confirm acceptance of the following terms & conditions of your reservation and use of RIS Limousine services. After completion of the "quote request" please go back to the website and hit the "SUBMIT" button on the reservation page. Once retainer is paid then T&C are in effect. Thank you in advance. RIS Management .

How to pay the retainer & reservation :

- A Non-Refundable Deposit required at time of booking : *33% is required to hold your reservation date and time upon booking. Late bookings -or- "Last minute" can be required to put up to 50% deposit.
- The Deposit is NOT refundable for any reason once charged. RIS reserves the right at their discretion to refund or convert any portion into a "Credit against further booking" but this should not be expected if a cancellation request is within 120 hours business hours (1 business work week) of event / arrival date (all deposit is void w/ RIS having no chance to re-book space)
 - (New 2020 : Coronavirus or any other Pandemic - see Force Majeure section)
- Deposit will be collected via house Invoicing program (ZoHo Invoice) 3 stages of payment(s)
- 1. "Estimate" : email – This is your quote & you will be prompted to accept to move forward showing your agreed cost of event
- 2. "Retainer Invoice" : email - Which will have the deposit amount listed. If all is acceptable click on blue link to pay by Credit Card
 - Once the retainer is paid by credit card then It will notify you the booking is confirmed & receipt sent!
 - Credit Card must be used for deposit to have on file
- 3. "Invoice": email - Balance of Payment notice once the deposit is made by Credit Card (CC) and applied to your balance, the remaining amount due to what is left to pay
 - Balance is not due until day of event (on or before driver arrives) see below "how to pay balance"
 - reminder will be sent 1-2 weeks out of the event & please respond back on how you will be paying

How to pay balance :

- ❖ CASH (Recommended) You can absolutely pay remainder by CASH direct to the driver on the day of the event – Please put in a separate envelope to / RIS LIMO / and hand it to the driver before any event starts. If paying by cash it must be presented to the driver before any loading.
- ❖ Credit Card – Always accepted online payment the same way you paid your retainer. Please log into your account and pay the balance due. This must be done in advance of the driver arriving to not cause delay. IF NOT : Driver will have to call Manager to confirm payment before loading is allowed. This could cause you delays.
- ❖ Check payment - Not a option accepted unless previously emailed & agreed by RIS Limousine LLC but must be paid 30 days prior to event (paid in full)
- ❖ Important note(s):
 - CC Fee 3% : Credit card fees - Due to rising cost RIS will charge a 3% fee listed on your invoice and if paid online by CC this fee will remain as explained on your estimate. If you want to pay cash & save the CC fee. Please see CASH OPTION above & deduct the whole CC 3% amount off of your payment envelope Example : if your balance is \$500 and there is a \$10 CC fee listed = \$490.00 cash due on the day of event.
 - Drivers will have no way of billing credit cards or ability to give change.
 - Any check returned for insufficient funds is subject to a \$35.00 fee. If applicable, authorities may also be notified & prosecuted
 - The Balance is NOT refundable for any reason once charged. RIS reserves the right at their discretion to refund or convert any portion into a "Credit against further booking" but this should not be expected if a cancellation request is within 120 hours business hours (1 business work week) of event / arrival date (all deposit is void w/ RIS having no chance to re-book space)
 - (New 2020 : Coronavirus or any other Pandemic - see Force Majeure section)
- ❖ For Weddings & Quinceañera : the Gratuity / Tip is included & already paid. You can always pay more directly to the driver if you choose. because most of these events the person paying bill is not person riding on event - This is already paid so guests can enter & exit w.out any payments due to driver(s)

- ❖ For all other events : Your gratuity / Tip to driver was NOT included in balance and you are expected to pay this direct to driver, 20% is normal/ min 15%
 - those failing to pay without reason will be billed (see damages explanation below)

Charge backs on ANY Credit Card transaction :

- If any charges at any time are disputed and "charged back" causing RIS to not be paid this is to serve notice that RIS Attorney will seek a lawsuit. You will be liable for all unpaid charges and all Attorney fees.
- Once STRIPE - Our credit card company informs us that there is a pending dispute, We will dispute the charge back & contact our attorney. This will serve as notice that RIS will add on @ 3% daily + all attorney fees for any monies being held in CC dispute. this could take up to 6 months to resolve & then a lawsuit will be filed.

Damages &/or Overtime not agreed to or failed Gratuity / Tip amount :

We want you to have fun but all we ask is be respectful of property & drivers. Extra Charges: No one wants extra charges. RIS expects everything to go as normal but in case things do go wrong expect the following charged and billed to you. the renter of any vehicle is ultimately held liable for payment(s) below anyone they allow into a rented vehicle. (no different than a hotel room or rent-a-car)

- any of these offenses below are termination of event w/ RIS Limousine : Once notified & paid we will cease operations of vehicles & leave
- Your Credit Card on file : will be billed any and ALL extra charges that incurred after job (unless cash is given to driver directly before leaving vehicle)
- You must pay all damages BEFORE the event / driving is over -- Manual CC process for immediate billing /or/ RIS driver will take you to a ATM for cash
- ● **OT (overtime) = billed @ 30 min segments** (x) your hourly rate any & all time after your agreed stop time as per listed on original email quote
- ● **\$250.00 flat fee = NO SMOKING** (or Vaping) of any kind at any time - your ride can be terminated after payment & smoking / vaping continues
- ● **\$350.00 flat fee = Any cleanup of vomit or human waste or fluids of any kind** - your ride could be terminated if intoxicated or waste was not due to car sickness
- ● **\$500.00 flat fee = Any damage to speakers or stereo** in any Limousine due to excessive volume &/or Bass sounds. (also see general repairs for damage)
- ● **\$10.00 flat fee = Any broken, chipped or stolen glassware** (that is NOT Plastic/disposable)
- ● *** General repairs / seat repairs or Misc. items broken = Billed at Cost + Labor + Any Missed Jobs** (due to the damage caused to RIS Property) = **COST BILLED TO YOU** as Invoiced to RIS for any Damage to Limousine itself example: windows or lights etc. *(anything not listed above may fall under "general Repairs & then billed Cost + +)*
- **Notice : IMPORTANT-** many of these items may only be found after the driver has left & arrival back at RIS garage on inspection. You will be contacted & sent an invoice adding on all charges that apply. Any disputes will be handled by RIS Management but once you are made aware the cost becomes your BILL to PAY - or a Lawsuit will be filed at your cost.

Expected Behavior:

- any of these offenses below are termination of event w/ RIS Limousine : Once notified & you are asked to exit vehicles we will cease operations & leave
 - If any of the below occur then the Police (911) will be called & Job will be Canceled at that time. You will be left at that site w/ police
- No fighting or Violent Behavior towards anyone in or out of the vehicle including driver.
- No Illegal Drugs of any kind are permitted.
- No weapons permitted at any time unless you are law enforcement or approved by RIS before the job.
- No harassing (verbal or physical) towards the driver especially when they are driving

- 21 or OLDER to drink: RIS Limousines are BYOB (Bring your own bottle). If you are over 21 feel free to drink and enjoy yourself
 - Water and Cokes are provided for free If you are under 21 yrs. old - Drinking any form of alcohol in any RIS Vehicle is prohibited.
- We will check I. D's of everyone. Absolutely no "Personal Drinks" allowed in vehicles in any containers. If someone under 21 is caught drinking alcohol or a personal drink in any containers not supplied by RIS the Police (911) will be called and a report filed. Job will be Canceled at that time. You will be left at that site w/ police

Misc & Force Majeure :

Definition = Force Majeure is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God, prevents one or both parties from fulfilling their obligations under the contract.

- ❖ Company is not responsible for delays caused by traffic before – during -or after job: This should have been considered in your estimate to us at time of quoting. Long delays can and will use up your hours of service quoted and could cause you to shorten your event or overtime to be billed (examples to consider: Concerts / Football Games / Downtown ATL events around rush hour traffic or schools letting out)
- ❖ Company is not liable in the event of mechanical breakdown while on charter and will only be responsible for making up lost time at a mutually agreed date.
- ❖ In the event the contracted vehicle experiences mechanical problem, accidents, overbooked, or has been delayed by another customer, RIS has the right to substitute a like vehicle or vehicle with adequate seating capacity and RIS will not be held responsible to compensate customer otherwise
- ❖ We reserve the right to refuse service to anyone and return the deposit -or- cancel any job at any time as we see necessary due to infractions of our Terms & Conditions or violations
- ❖ Force Majeure, Epidemic or Pandemic or Act of God to include Weather related beyond control :
 - All Events "Previously Booked" can be RESCHEDULED at no cost : advise RIS of new date & we will work with you get your date covered
 - Future dates are subject to 1st booking - so a replacement vehicle may be needed the longer you wait
 - RIS will gladly re-adjust your final invoice to new arrangements made due on new date set in future
 - All Events that are "Canceled" : RIS like all other businesses in our industry does have a no refund policy understood when making booking / reservation
 - We ask you to see above and consider re-booking your event later and save all information just move to another date
 - We will gladly move your deposit to a CREDIT on your account - allow for future use with RIS Limousine
 - *Example: Prom Canceled ---> allow kids to use Limousine during a summer day to get out of the house - do something as a group & reduce the amount of hours ?*
 - *Example: Wedding Canceled ---> use the credit for B&G to use during their 1st anniversary night out celebration ?*
 - All others not wanting a credit will be added to a list that will be reviewed 30 days after the Force Majeure is lifted and we can better evaluate the situation & economy (w. no guarantee of payment but promise we will do everything we can to remedy the situation fair for all parties)
 - All "NEW Future Bookings" : RIS during this time will allow any future booking(s) to be done as normal business
 - RIS will contact you in the future once things are running normal again for the retainer needed of 33% &/or if under 30 days remaining 50% as outlined in T&C

These are the terms and conditions / please confirm acceptance on www.rislimo.com reservations page.

Thank you for your business / Ride In Style ! - RIS Limousine Management