**Limousine Service Agreement**

This Limousine Service Agreement (the “Agreement”) is entered into and made effective this \_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_, 20\_\_\_ (the “Effective Date”), by and between **John Doe**, with a mailing address of 1234 Heartland Drive, Anywhere, State 12345 (the “Customer”) and **LimoService One, LLC**, a *[insert state in which incorporated]* corporation *[or limited liability company if applicable]*, with a mailing address of 123 Main Street, Somewhere, State 54321 (the “Company”). The Customer and the Company shall collectively hereinafter be known as the “Parties” or “Party,” as applicable.

 **WHEREAS**, the Company offers limousine rental services and the Customer desires to retain the Company to perform such services in connection with the details outlined herein;

**WHEREAS,** this Agreement is intended to outline the terms and conditions applicable to the service aspects of such business relationship between the Parties.

 **NOW, THEREFORE,** in consideration of the premises and the mutual covenants contained herein, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties hereto covenant and agree as follows:

1. **DESCRIPTION OF SERVICES.** On *[insert date]*, between the hours of *[insert hours of rental period]*, the Company will provide limousine transportation services to the Customer (the “Services”). *[if an important part of the rental, insert color and/or size of limousine being rented]*
2. **DRIVER**. The Company shall assign a driver from its staff exclusively for the Services. The Company reserves the right to change any driver assignment and substitute another staff driver at any time due to illness or other emergency.
3. **PAYMENT.** A total fee in the amount of *[insert fee amount – for example, Five Hundred Dollars ($500)]*, which calculates out to $\_\_\_\_\_\_\_\_\_ *[insert hourly fee]* (“Hourly Rate”), shall be paid by the Customer to the Company, according to the following schedule, for payment of the Services (“Payment”). A nonrefundable deposit (“Reservation Deposit”) in the amount of *[insert dollar amount or percentage of total fees]* is required at the time of Agreement signing and shall not be refunded for any reason except for those situations outlined herein. The remaining balance (“Outstanding Balance”) shall be paid no later than two (2) weeks *[or other time period]* prior to the performance of the Services. Payment shall be in the form of credit/debit card only.

The Services shall be rendered during the times indicated above. However, should the Customer at the time of the performance of the Services, desire to extend the time period for the Services (“Additional Services), the Company may, in its sole discretion, accept such Additional Services subject to the Hourly Rate stated above which shall be charged to the credit/debit card (initially provided to the Company) at the conclusion of the agreed upon Additional Services time period.

1. **CANCELLATION.** As stated above, the Reservation Deposit is nonrefundable. A minimum of *[insert day for notice – must be more than the time determined for payment of the Outstanding Balance]* days’ notice is required to cancel the Agreement and to avoid payment of the Outstanding Balance. Any cancellation made less than *[insert cancellation time]* prior to the Services will result in full payment by the Customer. If the cancellation is the result of the Company, all funds paid to the Company by the Customer will be refunded to the Customer, including the Reservation Deposit, within *[insert number of days]* days following cancellation by the Company.
2. **LAWS AND PERMITS**. The Company’s driver shall at all times obey all driving laws currently in effect within the state, county, and/or city in which the Services shall be performed. The Company affirms that the driver who shall perform the Services has a valid and current driver’s license within the state containing the appropriate endorsement(s) for transporting individuals. At all times the Company shall be responsible for obtaining the permits necessary for the performance of transportation services. The Company acknowledges and agrees that this information may be subject to verification by the Customer prior to the initiation of the Services.
3. **SERVICE OF VEHICLES**. The Company affirms that all Company fleet vehicles are current in maintenance, not subject to any recall, and roadworthy to the best of the Company’s ability and knowledge.
4. **BACKGROUND CHECK; CRIMINAL RECORD**. The Company affirms that all Company drivers have been fully vetted and passed a background check, along with any international, federal, state, and local searches deemed necessary. No Company drivers have any criminal history relating to driving offenses and/or crimes against an individual. Additionally, for purposes of federal immigration law, all Company drivers have provided the Company with documentary evidence of identity and eligibility for employment in the United States.
5. **LIMIT OF LIABILITY.** In the unlikely event that the Company is unable to perform the Services due to an injury, illness, act of God, act of terrorism, flood, war, government laws and/or regulations, and/or other conditions beyond the control of the Company, the Company will make every effort to secure a replacement. If the situation should occur and the Company is unable to secure a suitable replacement, responsibility and liability as to the Company is limited to the return of all payments received for the event.
6. **LICENSE AND INSURANCE**. The Company shall be licensed and approved for doing business in the state, county, and/or city of the Services provided. Additionally, the Company shall be insured and/or bonded as to its services. The Company acknowledges and agrees that this information may be subject to verification by the Owner prior to the initiation of the Services. The Company shall cooperate fully in providing the Owner with requested supporting documentation.

The Company shall maintain a policy(ies) of commercial general liability insurance with limits of liability of not less than One Million Dollars ($1,000,000) per occurrence and Two Million Dollars ($2,000,000) in the aggregate providing coverage for, among other things, personal injury coverage. All insurance required to be maintained by the Company pursuant to this Agreement shall be maintained with responsible companies qualified to do business, and in good standing, in the state of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ *[insert state of Owner]* and which have a rating of at least “A-” in the most current A.M. Best’s Insurance Guide or such similar rating as may be reasonably expected. If the Company cannot or will not provide evidence of the appropriate insurance coverage within five (5) business days of the Effective Date herein, this Agreement shall terminate at that time and any work shall be abandoned and any funds refunded to the Owner within five (5) business days of termination.

1. **TERMINATION**. This Agreement shall terminate upon the occurrence of any of the following: (i) in the event either Party defaults in any material obligation owed to the other Party pursuant to this Agreement, then this Agreement may be terminated if the default is not cured following five (5) days’ written notice to the defaulting party and/or (ii) either party is bankrupt or insolvent, or bankruptcy or insolvency proceedings are instituted against a Party and the proceeding is not dismissed within sixty (60) days of commencement.
2. **MEDIATION AND ARBITRATION**. Any dispute, claim, or controversy arising from or relating to this Agreement must exclusively be resolved first by mediation with a single mediator selected by the Parties, with such mediation to be held in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*. If such mediation fails, then any such dispute shall be resolved by binding arbitration under the Commercial Arbitration Rules of the American Arbitration Association in effect at the time the arbitration proceeding commences, except that (a) \_\_\_\_\_\_\_ *[state of Owner]* law and the Federal Arbitration Act must govern construction and effect, (b) the locale of any arbitration must be in \_\_\_\_\_\_\_\_\_\_\_ *[City]*, \_\_\_\_\_\_\_\_ *[State]*, and (c) the arbitrator must with the award provide written findings of fact and conclusions of law. Any Party may seek from a court of competent jurisdiction any provisional remedy that may be necessary to protect its rights or assets pending the selection of the arbitrator or the arbitrator’s determination of the merits of the controversy. The exercise of such arbitration rights by any Party will not preclude the exercise of any self-help remedies (including without limitation, setoff rights) or the exercise of any non-judicial foreclosure rights. An arbitration award may be entered in any court having jurisdiction.
3. **APPLICABLE LAW.** This Agreement shall be construed and governed by the law of the state of *[insert state of Owner]* without regard to principles of conflicts of law. Any court action to enforce this Agreement, or relating to or arising out of this Agreement or the Services as performed by the Company, shall be brought in a court of competent jurisdiction in the County of *[insert county of Owner]*, state of *[insert state in which Owner is located]*. The prevailing party shall be entitled to collect any reasonable attorney’s fees, costs, and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.
4. **MISCELLANEOUS.**
	1. **No Waiver**. The failure of a Party to require strict performance of any provision of this Agreement by the other, or the forbearance to exercise any right or remedy, shall not be construed as a waiver by such Party of any such right or remedy or preclude any other or further exercise thereof or the exercise of any other right or remedy.
	2. **Severability**. The invalidity or unenforceability of any provision of this Agreement does not affect the validity or enforceability of any other provision of this Agreement.
	3. **Entire Agreement; Amendments.** This Agreement has been freely negotiated and contains the entire understanding between the Parties for the Services outlined herein. The Parties acknowledge that they have read and understand the terms contained herein and agree to same. This Agreement supersedes all prior agreements, representations, or understanding (whether written, oral, implied, or otherwise) between the Parties. These terms may not be amended or modified, in whole or in part, except by an express written agreement between the Parties.
	4. **Headings**. The headings in this Agreement are for purposes of reference only and shall not limit or otherwise affect the meaning of any provision of this Agreement.
	5. **Counterparts; Facsimile and Electronic Signatures.** This Agreement may be executed in counterparts, all of which together shall constitute one and the same agreement. Any electronic signature shall have the full weight and authority as an original signature on this Agreement. Additionally, any signature page delivered electronically or by facsimile shall be binding to the same extent as an original signature page with regards to any agreement subject to the terms hereof or any amendment hereto.

**IN WITNESS WHEREOF, the Parties have executed this Agreement as identified below and as of the Effective Date of this Agreement.**

 **“CUSTOMER”**

 **JOHN DOE**

 \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 Signature

 **“COMPANY”**

 **LIMOSERVICE ONE, LLC**

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 Signature of Authorized Company Representative

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 Printed Name of Authorized Company Representative