

# PROM LIMOUSINE CONTRACT

**DIAMOND LIMOUSINE**

**Toll Free: 800 807 9101**

**Fax: 800 807 9101**

<http://www.diamonddlimony.com>

Please Print, Sign and Fax both pages to (800) 807 - 9101

Today's Date	Occasion	Pickup Time	Pickup Date
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Student's First and Last Name	Cell Phone	1 <sup>st</sup> Pickup
Parent's First and Last Name	Cell Phone	2 <sup>nd</sup> Stop
Address		3 <sup>rd</sup> Stop
City	State Zip	4 <sup>th</sup> Stop
Name of the School	Prom Location	5 <sup>th</sup> Stop

Vehicle Type	Number of Hours	Passenger Count	Quoted by	Overtime Price
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Payment:	Cash ( )	Credit Card ( )	Money Order ( )
Credit Card Type	Credit Card Number	Expiration	Sec. # (last 3 digits from Signature Line)
Cardholder's Name	Billing Address	Town, State, Zip	

More Pickup Info & Instructions: \_\_\_\_\_

\_\_\_\_\_

How did you hear about Us: \_\_\_\_\_

Optional Payment Plan:
1 <sup>st</sup> Payment \$ _____ Due _____
2 <sup>nd</sup> Payment \$ _____ Due _____
3 <sup>rd</sup> Payment \$ _____ Due _____
Last Payment \$ _____ Due 30 days before prom

Limousine Price	\$ _____
Extra Charges (tolls, etc)	\$ _____
20% Service Charge	\$ _____
Total	\$ _____
Deposit (30% Non-Refundable )	\$ _____
Balance	\$ _____

\_\_\_\_\_  
Parent's Signature

## TERMS & CONDITIONS

Diamond Limousine will strictly enforce State and Federal Laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal (21) drinking age. All U.S. law enforcement agencies have absolute power to stop any motor vehicle for administrative searches. If contraband is aboard, even in negligible quantities without the chauffeurs' knowledge, they can seize and forfeit this vehicle to a local government agency. All law enforcement agencies are aggressively enforcing this policy. Therefore no person will bring contraband aboard vehicles that are owned or operated by Diamond Limousine. Person(s) under the age of 21 is/are prohibited from consuming any type of alcoholic beverages. Driver has every right to search the bags you are bringing to the vehicle for illegal substances at any time. If the driver finds any illegal substances, he has every right to terminate the contract at that moment and leave the customer right there and finish the service at that moment. No sexual activities are allowed onboard our vehicles. Diamond Limousine will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion or at a standstill. Diamond Limousine will not be responsible for any belongings left while the client is in or out of the vehicle. Diamond Limousine reserves the right to charge a delivery fee for returning lost items if found. The rate will be equal to the rate of a Point to Point transfer to your location plus 20% Chauffeur service charge. Partition will not be closed during the prom season. The purchaser on the front of this contract is responsible for his or her guests. Upon determination that any of the above policies were violated, Diamond Limousine may terminate service to the client and shall be deemed to have fulfilled its contractual obligations to the client under the agreement.

### AT THE CHAUFFEUR'S DESCRETION, THE PURCHASER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR.

- (1) \$ 20.00 per broken glassware
- (2) \$ 700.00 per damaged seat, \$ 500.00 per damaged carpet, \$ 750.00 per damaged mirror
- (3) \$ 150.00 minimum for extensive cleanup (spills, etc.), \$50 for a gum in the carpet clean up
- (5) \$ 200.00 shampoo and disinfecting (due to sickness interior), \$ 150.00 detailing and wax (due to sickness-exterior)
- (6) \$ 500.00 minimum for each burn hole, rip or tear to upholstery
- (7) \$ 500.00 minimum for each act of vandalism
- (8) \$ 2000.00 opening a Car Door into another Vehicle or Stationary Object
- (8) Triple charge of above listed amounts for all removed / stolen items from vehicle
- (9) Downtime subject to loss of revenue, per each hour lost as stated in contract Diamond Limousine recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

Diamond Limousine reserves the right to terminate this or any other contract for noncompliance of the above requests, especially if renters do not follow chauffeurs requests in order to obey the rules in this contract. Chauffeur has the right to search every bag/belonging for the illegal substances. Chauffeur has every right to terminate the contract if the rules are not being followed. No smoking is allowed in our vehicles. Any deposits (cash, checks or credit card authorization) will be non-refundable for any reason, if any cancellation occurs from renter's side. Deposits are charged on the credit card you provide with this contract. Taxes are applicable with all credit card transactions so balance due amounts above may be slightly off. The open balance is due immediately at the beginning of the agreed job all in CASH. The renter authorizes the immediate 30% deposit & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized cardholder for the given credit card, responsible and liable for payment of the total amount, per cash, credit card or money order. No personal or business checks will be accepted.

Diamond Limousine allows up to 2 pickups / 2 drop offs unless otherwise specified. Any additional - \$25/Sedan or \$75/SUV per stop. All prom hourly packages are Garage - to - Garage based outside of 5 boroughs. No traveling charge inside of 5 boroughs. Car leaves from the garage at the beginning of the hourly package and it has to be back to the garage at the end of the hourly package. Once the vehicle picks all students up it goes to the prom location. Vehicle stays at the prom location while students are at the prom (there is no riding around for students not even to the store, etc.). After the prom, vehicle can make up to 2 stops before it starts making drop offs. Each additional stop will be \$25/Sedan or \$75/SUV extra per stop. There is no breaking apart of the group for the After-Prom Party. Vehicle stays where the majority of the group got off for the stop. There is no riding around to other locations while most of the group got off at the stop.

As with all contracts, the rental contract between the mentioned person as renter and Diamond Limousine is made with the information and the terms given to us. Contracted price is set for contracted pickups, addresses, time and number of passengers. As indicated in the contract, any extra unaccounted passengers traveling in the vehicle are subject to extra charge. All of the given information from the renter is binding and cannot be changed without Diamond Limousine acceptance. If the contract is cancelled or accepted after it is signed, Diamond Limousine is still authorized to collect the remaining balance in full, if the car was not re-rented again on the cancelled date for the same or higher amount. We will reserve the said date upon the approval of the purchaser's credit card as per telephone conversation. The credit card holder gives authorization to use the credit card information over the fax / internet in combination with a signed contract for the Deposit. It is agreed that it is not necessary to obtain a signed credit card slip, as the reservation is made over the fax / internet. If the purchaser doesn't pay the full amount of the balance in CASH, Diamond Limousine will not start the job. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements. Diamond Limousine rates are billed, including, applicable fees / taxes and a 20% Chauffeur service charge. If you feel that you would like to provide an additional service charge it is at your sole discretion. If you choose to provide an additional cash service charge; it is at your sole discretion, and is only in addition to the 20% you have already paid for. You will not receive a full or partial refund for the 20% Service charge by providing a cash tip to the Chauffeur.

Diamond Limousine cannot guarantee the availability of overtime. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Diamond Limousine can accommodate other clients that booked with Diamond Limousine prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime, tolls, parking etc. The purchaser authorizes Diamond Limousine to charge any additional charges after they have rendered services to the purchaser's credit card as supplemental charge. A 20% service charge will be added to your total charge as well as 8% service surcharge. If cash payment is selected, the payment is due at the beginning of the rental time. Customer agrees to have Diamond Limousine get an authorization for the above credit card and amount, for the event stated above.

Once you sign the contract it can not be cancelled. If you don't feel like you would like to use our services we keep the 30% deposit. Cancellations made within 2 months will not be responsible for the remaining balance. Any contracts canceled within less than 2 months will be responsible for the full amount of the balance due. If any payment due hereunder will be unpaid (10) ten days after the due date, hereon Diamond Limousine will have the right to add and collect late charges with interest at maximum rate allowed by law. All such sums are due and owing with any other expenses. (filing fees, court cost, and reasonable attorney fees, etc.). Necessarily injuries by reason of such non-payments, I the credit card holder / purchaser agree to pay Diamond Limousine upon signing of this contract. I am satisfied with the terms and conditions above and fully understand and agree. If, for any reasons, I am not fully satisfied with the services I receive, I have 10 hours after the completion of the job to file a complaint in writing. If Diamond Limousine does not receive my written complaint in the above stated timeframe, I agree that there is no valid complaint and I am fully satisfied with the services I received and will not file any complaint against Diamond Limousine with any official bureaus. Filing a written complaint insures both parties, that it is fully understood what the problem was. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Diamond Limousine and the payment I authorized.

Since Diamond Limousine offers high-tech-equipped vehicles, sometimes heat and excessive use of all power-operated equipment might be subject to temporary failure. This will of course not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip. Diamond Limousine guarantees, that all our vehicles are constantly checked to keep the highest possible standards and eliminate such failures as much as possible. Diamond Limousine agrees to send the requested vehicle as offered in the contract. We have the right to upgrade the vehicles or switch the vehicles in case of emergency breakdown or if vehicles were in accidents. As stated, this will only happen in emergencies. No additional charges will occur on customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and / or payment of contract. Customer's therefore accepts that replacement limousine may be substituted if contracted limousine becomes unavailable for any reason. If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, storms and any other acts of god, including, but not limited to traffic congestion, road closures, accidents, flight delays, weather delays, road closures etc., we will use our best efforts to notify the customer of these conditions and resulting delays or changes. Diamond Limousine reserves the right to terminate any reservation without refund, if the operator or the Dispatcher on duty feels that the Renter and /or Party of the Renter is putting the operator or the mode of transportation or the Renter/and/or Party of the Renter in danger of injury. Or, if the Renter and/or Party of the Renter are in the possession of any illegal material and/or substance, this service will be canceled without refund. This is without exception. In case of non-payment or any disputes of charges resolved from things like damaged car or overtime, etc, I Agree and fully authorize the charges to be put on my credit card provided above. I understand these terms and conditions and fully agree to them by signing below.

\_\_\_\_\_  
Parent's Signature

\_\_\_\_\_  
Parent's Full Name – PRINT

\_\_\_\_\_  
Contact Phone Number

\_\_\_\_\_  
Date