

#### **Terms & Conditions**

PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY. By placing a reservation with LSA Worldwide Chauffeured Transportation (LSA)\*, either by telephone, fax, email, online on this site, or in any other manner, you accept, without limitation or qualification, the following TERMS AND CONDITIONS. You further expressly authorize the Company to charge your credit card in full for all charges relating to your reservation.

All content in the LSA Worldwide Chauffeured Transportation Website (the "Site") is intended only for residents of the United States. LSA Worldwide Chauffeured Transportation maintains the Site for your personal use and information.

By accessing and browsing the Site and/or placing a reservation, you accept, without limitation or qualification, the Terms and Conditions and acknowledge that any other agreements between you and LSA Worldwide Chauffeured Transportation are superseded and of no force or effect.

#### THE FOLLOWING POLICIES APPLY TO ALL LSA WORLDWIDE CHAUFFEURED TRANSPORTATION CUSTOMERS:

# Methods of Payment:

Rides are billed to the client's credit card or corporate account numbers. LSA accepts the following credit cards:

American Express Diners Club Discover Card MasterCard Visa

LSA chauffeurs do not accept gratuities. A 20% service fee that is calculated on the base fare, stop time, wait time, and any holiday surcharges will be added and itemized on the Client's billing statement. The following additional charges will be itemized on the Client's billing statement when applicable:

Two-way toll
Parking Fees
Airport and Regulatory Fees
Fuel Surcharge
Cell Phone

Certain trips may require an additional fee for meals and/or overnight accommodations for the chauffeur. Applicable taxes will be charged if required. All published rates are subject to change without notice. Current rates are confirmed at the time a reservation is made. All rates are calculated in the local currency and billed in U.S. dollars at the prevailing exchange rate. Due to fluctuation in currency exchange rates, all US dollar equivalents of international rates may vary.

# **Company and Corporate Account Billing:**

Upon credit approval, subject to minimum per month volume, LSA will invoice clients upon completion of the reserved transportation with payment due upon receipt of invoice. Invoicing is contingent upon an executed Credit Card Authorization Form to be held on file to apply charges not honored in a timely manner. A late charge of \$30.00 will be added to all credit card processed invoices if payment fails to reach us within 30 days from invoice date.

#### Reservations:

Reservations may be booked 24 hours a day, 7 days a week, and 365 days a year. Online at www.LSAworldwide or by calling 866.419.5466 (LIMO) or local 301.324.1650. Reservations, changes or cancellations may be made by calling our reservation numbers. Toll Free Nationwide 1.866.419.5466(LIMO) or in Washington, DC area 301-324-1650. In addition, reservations can be made via fax at 301-324-9065. Reservations are accepted up to 24 hours in advance. Less than 24-hour notice is subject to availability and verbal confirmations. It is suggested that the Client provide LSA's toll free number to all traveling passengers.

### **Business Class Sedan Rates:**

LSA has standardized point-to-point rates that provide flat rate pricing for travel to and from most major cities and airports.

Sedan rates for travel between locations in which a point-to-point rate does not exist will be billed at the prevailing LSA hourly rate. Clients are billed from the time the vehicle leaves the LSA facility until the time it returns to the LSA facility, with 1.5 hour minimum.

All Reservations that are billed on an hourly basis, will be billed a minimum of thirty minutes travel time each way plus the time the passenger is in the vehicle. Fractions of an hour are rounded to next half-hour.

### Wait Time / Stop Time:

For all point-to-point reservations, wait time will be charged at \$7.00 per five (5) minute increment once the grace period has elapsed. Grace period is defined as five (5) minutes beyond the scheduled pick up time

LSA is able to monitor all commercial flights, therefore, wait time is not charged for any passenger arriving on a commercial airline when all other meeting requirements have be satisfied.

LSA does not monitor private flights, therefore, wait time will be charged as incurred for any passenger arriving on a private plane that is delayed by more than 15 minutes.

LSA does not monitor train schedules, therefore, wait time will be charged as incurred for any passenger arriving by train that is delayed by more than 15 minutes.

Passenger requested stops on route during a point-to-point reservation will be charged at \$5.00 per five (5) minute increment.

Passenger requested stops off route for point-to-point reservations; charges may revert to the prevailing LSA hourly rate.

### **Cancellation and No Show Fees:**

Cancellation of sedans within one (2) hour of scheduled pick-up will result in a full charge equal to the base fare price of the trip plus the 20% service fee. Contact LSA at 866.419.5466 (LIMO) if you cannot locate your chauffeur. LSA Worldwide is not responsible for passenger flights, which are missed, cancelled, diverted, and delayed or any other incident that results in failure to comply with the required cancellation policy. We will exact our best effort to fulfill client needs, in these instances, subject to wait time fees or late A 'no show' fee equal to the base fare price of the trip plus 20% service fee plus applicable wait time fee will be charged when the passenger fails to arrive at the designated location. To avoid a 'no show' fee call 866.419.5466 (LIMO) if you cannot locate your chauffeur and vehicle. Cancellation of motorcoaches with less than 48 hours notice will be charged the vehicle hourly minimum. Cancellation of vans/minibuses with less than 24 hours notice will be charged the vehicle hourly minimum.

Cancellation of limousines with less than six (4) hours notice will be charged the vehicle hourly minimum. Cancellation of coordinators/greeters with less than two (2) hours notice will be charged at the full rate. Cancellation of SUV's with less than 4 hours notice will be charged the vehicle hourly minimum.

### Holidays:

Christmas Day

A 25% U.S. holiday surcharge, based on the fare, stop and waiting time, will be charged to all trips occurring on:

New Year's Day

Memorial Day

Fourth of July

Labor Day

Thanksgiving Day

\*\*Holiday surcharges also apply to additional holidays in locations outside of the United States.

Other Services (Limousines, Vans, Minibuses, Motorcoaches):

Vehicles in these categories will be billed at the prevailing LSA hourly rate. Clients are billed from the time personnel and/or vehicles leave the LSA facility until the time it returns to the LSA facility. All Reservations that are billed on an hourly basis, will be billed a minimum of thirty minutes travel time each way plus the time the passenger is in the vehicle. Fractions of an hour are rounded to next half-hour.

# **Deposit Policy:**

Airport transfers rquire full payment at the time of booking reservations. A non-refundable deposit of 50% is required on reservations for wedding, prom, night on the town, and all hourly charters. Guarantee of vehicle availability cannot be assured unless deposit is received. A credit card authorization form and liability form is also required before reservations are accepted.

#### Damage Liability:

LSA reserves the right to charge a cleanup fee of not less than \$100 any excessive cleanup beyond normal to the credit card on file. Smoking is not permitted in any vehicle and is also subject to a minimum \$200 fee to the credit card on file. By law, no one under 21 years of age are allowed to consume alcohol beverages nor is alcohol allowed even in the vehicle if anyone under 21 years of age is present.

#### **Indemnification and Hold Harmless:**

LSA 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 attorneys' 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 LSA or Client pursuant to the performance of each party's obligations hereunder. LSA and Client each agree to defend, indemnify, and hold harmless the other party for any claim, action, cause of action, and liabilities which may be asserted by third parties arising out of the performance of either party's obligations pursuant to this contract, except for the willful misconduct or gross negligence of the other party.

# **Dispute Resolution:**

If there is a dispute concerning the quality of service and / or any incidents thereto, the parties agree that they shall resolve such dispute by good faith negotiation or common law binding arbitration.

# Waiver:

If one party agrees to waive its right to enforce any term of this agreement, it does not waive its right to enforce such term or any or all other terms of this agreement at any other time. LSA 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. LSA 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. LSA assumes no responsibility for lost or damaged baggage, personal belongings, or any items left in the vehicle Client waives all claims for consequential damages and agrees that liability shall be limited to the costs accrued to LSA for the disputed service.

# Governing Law:

This agreement shall be governed by and construed under the laws of the State of Maryland. If any provision of the contract is unenforceable under applicable law, the remaining provisions shall continue in full force and effect.

### **Attorneys' Fees:**

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 attorneys' fees, and expenses.

# Acceptance:

If agreement as stated will be considered accepted in its entirety upon submittal of reservation and performance of services by LSA.