

RENTAL CONTRACT

This agreement is made on this _____ day of _____, 2021, between **Hamilton Transportation** (“Vendor”), of Arlington TX, and _____ (“Customer”), as follows:

CHOOSE A SERVICE

☐ **White Phantom** ☐ **White Phantom Extended**

☐ **TRANSFER SERVICE (ONE WAY)**

Date of Service: _____

Primary Mobile#: _____

Pick-up Location Address: _____

Pick-up Time: _____

Drop-off Location Address: _____

Drop-off Time (approximate): _____

☐ **HOURLY SERVICE (MINIMUM 2 HOURS)**

Date of Service: _____

Primary Mobile#: _____

1st Pick-up Location Address: _____

Pick-up Time: _____

2nd Drop-off Location Address (if applicable): _____

3rd Drop-off Location Address (if applicable): _____

Final Drop-off Location Address (if applicable): _____

Drop-off Time (approximate): _____

Total Hours: _____

TERMS

Transfer Service:

There is a maximum allowed time of 1 hour from pick-up time to drop-off time. Maximum distance from pick-up location to drop-off location will not exceed 30 miles. Any additional miles will be billed at \$5/mile. Route from pick-up to drop-off location will be the most direct route with no stops in between, unless notified prior to the reservation.

Cost Including 20% Gratuity:

Rolls-Royce Phantom White: \$600
Rolls-Royce Phantom White Extended: \$600
Add \$150 for Reservations beginning after Midnight
\$100 Non-Refundable Deposit Required at time of Reservation

Hourly Service:

Minimum of 2 hours. Maximum 50 miles, start to finish, \$5/mile additional charge for any distance over 50 miles.

Cost:

\$500 per hour for Phantom White (Includes Required 20% Gratuity)
\$500 per hour for Phantom White Extended (Includes Required 20% Gratuity)
Add \$150 for Reservations beginning after Midnight
50% of 1/2 of Total Reservation Cost is Required as Non-Refundable Deposit at time of Reservation

CONTRACT PRICE

The Customer agrees to pay for the services to be rendered for the Contract Time.

The Customer agrees to pay the required deposit to hold the Rolls-Royce vehicle. No refunds for cancellations for any reason, no exceptions.

The Customer agrees to pay the remaining balance of the entire service via credit card authorization within 72 hours of the scheduled service. See cancellation policy in next paragraph.

The Customer agrees to pay the following for each additional hour or part thereof worked by the Chauffeur either before or after the Contract Time.

Cost Including 20% Gratuity:

Rolls-Royce Phantom White: \$500 per hour
Rolls-Royce Phantom White Extended: \$500 per hour

TOLLS AND PARKING

Customer shall pay Chauffeur for any parking expenses, toll costs or any other costs incurred during the duration of the transport.

CANCELLATIONS AND REFUNDS

In the event of any cancellations within 72 hours of service, **NO PORTION** of the total contract price will be refunded. Any cancellations outside of 72 hours of service **WILL** be refunded in full minus the initial deposit and 3% credit card merchant fee.

No refunds will be given due to inclement weather. Weather related cancellations will result in the Vendor credit of the full amount paid for a future reservation minus the deposit. If at any time inclement weather prohibits us from serving you based on our 100% discretion, you will have to reschedule the date within 1 year from your original rental date. If the weather forecast indicates potential thunderstorms during your scheduled reservation, the Vendor will cancel the reservation for safety concerns without exception.

The Vendor shall not be liable for any damages arising out of the Vendor's inability to perform due to inclement weather, mechanical difficulties, delays due to traffic conditions, or any unforeseen events beyond the reasonable control of the Vendor. Travel speed limits are prescribed by law, and Chauffeur is instructed to travel at all times at speeds compatible with safe operation. Road, traffic and weather conditions are beyond the control of the Company and the Chauffeur, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of the Company or the Chauffeur.

WARRANTY

Vendor warrants that the Rolls-Royce has undergone regular maintenance and is in good, clean condition. The foregoing warranty does not warrant that the Rolls-Royce will be free from unforeseen mechanical defects.

ASSUMPTION OF RISK BY CUSTOMER

Vendor does not guarantee the safety or assume any responsibility for any personal articles or items lost, stolen, damaged or left in the Rolls-Royce.

Vendor is not responsible for delays in the Rolls-Royce's departure and arrival caused by weather, road conditions, hazards, accidents, breakdown or other unforeseen events, including acts of God or War. In the event any part of this contract is declared unenforceable, the remaining provisions of this agreement shall remain in full force and effect.

RULES & SPECIAL CONDITIONS

Customer and not more **than 2 persons** shall be provided transport or shelter in the Rolls-Royce.

The following activities are strictly prohibited and any violation thereof is subject to immediate termination of our service. In the event of any violations of the below regulations, our chauffeur will immediately terminate his service and all passengers will be dropped off at the initial pickup point.

- ◆ Consumption of alcoholic beverages.
- ◆ Consumption of illegal drugs.
- ◆ Smoking.
- ◆ Carrying a firearm.
- ◆ Violent or unruly behavior.
- ◆ Having intimate relations.
- ◆ No eating or drinking in the vehicles.
- ◆ During transit the sunroof must remain shut if raining. State Law prohibits anyone to stand up or stand out of the sunroof while vehicle is in motion as well no body parts outside of windows. This will be grounds for termination. Driver will be in charge of opening and shutting sunroof at his discretion.
- ◆ Seating is required at all times while the vehicle is in motion. Vendor is not liable for injuries to guests who are not seated during transit.
- ◆ Clean-up fee for vomit in any vehicles will be assessed \$500 clean-up fee.
- ◆ A \$100 clean-up fee will be charged for excessive matter left in the limousine.
- ◆ We do not take responsibility for items that are left in the vehicle during or after the completion of the rental period. We are not responsible for any lost, damaged, or stolen property.
- ◆ Conduct causing, or in Chauffeur's opinion likely to cause, damage to the Rolls-Royce.
- ◆ Conduct interfering with, or in Chauffeur's opinion likely to interfere with, safe operation of the Rolls-Royce.

DAMAGE

Customer agrees to pay for any and all damage and any cleaning to the Rolls-Royce which results or is required due to the conduct of any person in the Rolls-Royce. Specifically, such damage includes, but is not limited to, burns, spillage, vomiting, broken glassware, scratches, stains and broken windows, seats, damaged upholstery, body damage and mirrors.

Customer agrees that the charges for such repairs and cleaning will be assessed to the credit card for the individual or entity who has rented the Rolls-Royce. In the event that the credit card is not able to be charged, customer agrees to remit payment for damages within seven (7) days of the date of the event. Customer on reservation and or payment is responsible to inspect the vehicle prior to departure to determine any previous damage.

HOLD HARMLESS

Customer agrees to hold the Chauffeur and Vendor harmless from any and all negligence or gross negligence in the maintenance and operation of the Rolls-Royce. Customer agrees to indemnify the Chauffeur and Vendor from any and all costs and fees incurred in the defense of any claim made against them by Customer arising out of and in connection with the Customer's rental of the Rolls-Royce.

BREACH OF CONTRACT AND ATTORNEY FEES

If the customer shall breach this contract, the Vendor shall be entitled to terminate service under this agreement immediately and be entitled to his attorney's fees, the costs of collection and costs incurred in any lawsuits arising out of or in connection with said breach.

SEVERABILITY

If any provisions of this contract are deemed void or unenforceable, the remaining provisions shall remain in full force and effect.

CONTRACT OBLIGATIONS

With or without my signature and by virtue of service being rendered in any amount of time, I understand and agree to the terms of service, length and usage along with any charges. I further agree to pay for any and all damages my party may cause during the rental periods. I also agree to the above Rules and Regulations. All damages assessments are at the sole discretion of the driver. I understand and agree to pay the entire contract price if cancellation policy is not followed. The number of hours on the contract is the minimum hours agreed to pay Vendor.

By signing this agreement, you authorize the Vendor to charge the credit card on file for any damages incurred by the responsible party and/or any guest of responsible party.

JURISDICTION

The parties agree that all the terms and conditions stated herein shall be construed under the laws of the State of Texas and any action or proceeding brought in connection with or arising out of this contract shall be within the jurisdiction of the Tarrant or Dallas County District Courts.

Vendor Signature

Customer Signature

Dated: _____

Dated: _____

CREDIT CARD INFORMATION

Name: _____ Exp: _____

MasterCard
Visa
American Express

Card Number: _____ Security Code: _____

Billing Address: _____

Contract Amount: _____ (Contract Already Includes Minimum 20% Required. May tip Chauffeur additional Cash)

Deposit Amount: _____ (Deposit is Non-Refundable and Counts Towards Contract Amount)

Balance After Deposit: _____ (Balance is Charged to Card within 72 Hours of Reservation)

Email Address: _____

Primary Mobile the Day/Night of Event: _____

Signature: _____ Date: _____

Note: An initial charge for the deposit will be charged to your card at time of reservation. Balance will be billed 72 hours prior to reservation.

Do you give Vendor permission to post photos of your experience on our social media sites?

Yes No