

LA CLASS TRANSPORTATION. - TERMS AND CONDITIONS.

1. Effective Time of Contract. Quotes & Invoice/Contracts provided by La Class Transportation are based on availability of vehicle(s) and driver(s) from within our network at the time of provision of such quote. Failure of Customer to sign and fax back Invoice/Contract promptly can result in unavailability. Further, La Class Transportation shall reserve the right to decline provision of services in the event that a worthy operator cannot be confirmed for Customer's service. Customer does not have a binding commitment on the part of La Class Transportation until (i) Customer's signature on the Invoice/Contract and these terms and conditions is received by La Class Transportation, and (ii) La Class Transportation has received confirmation from the transportation service provider that appropriate vehicle(s) and driver(s) are available for Customer's event. Confirmation may occasionally require more than one day.

2. Payment. Final payment for charter service is due and payable at least thirty (30) days in advance of the first date of service. In the case of bookings more than 30 days prior to the Event, a 20% deposit should be paid upon confirmation of the service. When making payment, Customer should indicate on its check or other mode of payment, the Invoice/Contract number to insure proper credit. Customers will be billed an administrative and handling charge of four percent (4%); however, this fee will be waived for payments made by check, certified funds, money order or wire transfer. Customer shall pay all costs of collection and enforcement by La Class Transportation, including, without limitation, attorneys' fees and court costs.

3. Standard of Care. Our service providers are carefully selected. La Class Transportation confirms that all transportation service providers in its network are registered and insured and have no unsatisfactory ratings with the Federal Motor Carrier Safety Administration and the Better Business Bureau: and/or are listed as an approved carrier on the Surface Deployment and Distribution Command website of the U.S. military. Further, all drivers are confirmed as safe drivers by our providers. Equipment furnished by the service provider is inspected before being assigned to the charter service for mechanical reliability. The vehicles provided will accommodate the number of passengers specified in Customer's order.

4. Itinerary; Extended Day Trips. Customer must provide La Class Transportation with complete itinerary information no later than seven (7) days prior to service. Failure to provide such information may result in cancellation of your contract and forfeiture of ten percent (10%) of the amount of the contract. Prices are subject to change based on the final itinerary. The Customer is responsible for reserving and paying for a room for each driver.

5. Changes; Additional and Unforeseen Costs. Any change in service at the request of the Customer that results in an increase in miles or hours over that of the contracted service shall result in an additional charge. Customer agrees to sign trip sheet upon the request of the driver for confirmation of service completion time. Tolls, parking charges, driver accommodations in the event of an overnight trip, etc., will be the responsibility of the Customer unless otherwise stated. Metropolitan Shuttle will notify the Customer of any anticipated additional charges that may be expected to be incurred at the time of the original order. Any additional fees unforeseen prior to the departure of the charter are the responsibility of the Customer. When the nature of the charter trip is such that a greater than normal amount of time and material will be necessary to clean the vehicle properly upon its return to garage, La Class Transportation, at its option, may require additional cost to cover such additional time and materials.

6. Personal Items of Passengers. Customer hereby acknowledges that neither La Class Transportation nor the service provider shall have any responsibility whatsoever for any personal property of the passengers. Baggage and all other personal property will be handled only at passengers' own risk. Passengers' baggage shall be carried subject to the available accommodations (as determined solely by the service provider) provided by interior and/or exterior racks. Personal items of passengers are loaded and transported at the sole risk of the passengers.

7. Damage to Transportation Equipment. Customer hereby agrees to assume responsibility for and to reimburse La Class Transportation for the costs associated with any damage to the transportation equipment/vehicles supplied by or through La Class Transportation caused by passengers.