

## Shuttle Me Five Star Transportation Inc.

### This Service Agreement serves as a contract between us and the Client. Terms and Conditions of this Agreement are as follows

1. The Client understands and agrees that all charges are assessed by (Shuttle Me Five Star Transportation). All unpaid deposits and balances are authorized by the customer with either verbal or signed acceptance of service. Payment is due prior to or at the time driver arrives.
2. **Smoking, Vaping of any type is NOT permitted in any vehicles. A fee of \$500.00 will be imposed if any passenger smokes in the vehicle.** (Shuttle Me Five Star Transportation) reserves the right to refuse transport to any persons under the influence of any drugs. Transportation will also be terminated immediately if the chauffeur feels threatened in any way.
3. (Shuttle Me Five Star Transportation) is not responsible for any lost or damaged articles left in the vehicle. We make every effort possible to locate property that has been left in our vehicles. We retain found items for a maximum period of 30 days. If you left a personal item in one of our vehicles and wish to retrieve it, you may report it to our office (1.760.200.3569). SHUTTLE ME FIVE STAR TRANSPORTATION) reserves the right to charge a delivery fee for returning found items. These fees are based on the full travel rates.
4. (Shuttle Me Five Star Transportation) reserves the right to charge a clean-up fee. The minimum fee is \$300.00 for any passenger vomiting or excessive spillage of alcohol from bottles or drink containers onto seats & carpeting. A fee of \$500 is charged for each carpet or seat burn. This fee may be higher depending on the amount of downtime to the vehicle.
5. Emerging from the sunroof, windows, or escape hatches while the vehicle is in operation, is prohibited. Passengers must remain seated while the vehicle is in motion. Violation of this rule may result in termination of the charter.
6. If a vehicle rental is for a minor under the age of eighteen (18)) this agreement must be authorized by either a parent or guardian over the age of eighteen (18).
7. If at any time the service is terminated due to unruly conduct, damage to the vehicle or abuse of any kind that Select deems valid, no refund of money will be made. (A Transportation) reserves the right to refuse service as it deems appropriate.
8. **Pet Policy:** Any animal over 25 lbs. must ride in a carrier with the exception of a service dog when traveling in a (Shuttle Me Five Star Transportation) affiliated vehicle. We request that when traveling with a pet, you notify a reservations specialist in advance so that **Shuttle Me Five Star Transportation** service can accommodate you. If you fail to do so, the driver reserves the right to refuse to transport the pet.
9. **Reservations:** All reservations must be secured with a credit card. Cancellations are acceptable up to 24 hours prior to the reservation. Cancellations occurring within a 24 hour period will be assessed the full fare plus gratuity.
10. **Pricing Policy:** All advertised fares are subject to change without notice and may be higher during holidays or special events.
11. **Rate Estimate:** The rate quoted, prior to your trip, is an estimate based on the information you provided at the time of the reservation. Fees for tolls, gratuities, waiting time, and any additional stops are not included in the estimate and will increase your rate.
12. **Additional Charges:** Any changes made to your trip after the pick-up may result in additional charges. Be sure to get an updated price from the driver or the office (1-760-200-3569) before proceeding on your way.
13. **Additional Stops:** The fare quoted does not include any additional stops made during your trip. Unless specifically discussed when booking a reservation by phone, the fare quoted by the reservations specialist does not include additional stops. These stops are calculated by the distance deviated from the route between the original pick-up and destination location. A more exact quote can be provided by the reservations specialist by calling 1-760-200-3569
14. **Wait Time Policy**  
Our grace period is defined as fifteen (15) minutes beyond the scheduled pick-up time. If the grace period is exceeded, wait time will be charged at the hourly rate of the vehicle in thirty (30) minute increments.  
Any schedule changes/delays made within two (2) hours of the scheduled pick-up time will result in wait time charges starting from the original pick-up time.  
(Shuttle Me Five Star Transportation) monitors all commercial flights and, therefore, wait time is not charged for any passenger arriving late on a commercial airline.  
Clients flying into an FBO on a Private and/or chartered jet must notify FBO personnel or **(Shuttle Me Five Star Transportation at 1-760-200-3569) directly of any arrival/departure delays.** Failure to do so will result in hourly hold charges being initiated starting from the scheduled pick-up time.  
No shows will be charged the full fare plus gratuity.
15. **Stop Policy** Passenger requested stops during a point-to-point reservation will be charged at twenty (\$20) per stop. Stop times lasting in excess of 15 minutes will result in wait time charges billed in thirty (30) minute increments.
16. **Standerd Cancellation Policy:**
17. **Shuttle Me Five Star Transportation** has a 24-hour cancellation policy. Any cancellation within that period will result in a full charge plus gratuity.  
Full fare for cancellation of private car service will be charged in the following instances:
  - i) Cancellation after the driver has been dispatched.
  - ii) If the customer fails to be at the designated pick-up location considered a "no show."
  - iii) If for any reason the customer cannot locate the driver, **Call SHUTTLE ME FIVE STAR TRANSPORTATION) at 1-760-200-3569.**
  - iv) To avoid being billed as a no-show, do not leave the pick-up location without contacting **SHUTTLE ME FIVE STAR TRANSPORTATION** at the above telephone number.

Rescheduling of private car service is possible, but cannot be guaranteed. No extra charge will be assessed as long as scheduling is requested before the driver is dispatched; usually within 30 minutes of the original estimated time of arrival.

#### **Cancellation of a Chartered Service**

**18. A non-refundable deposit of 50% is required** for any chartered service reserved through **Shuttle Me Five Star Transportation. (Do to COVID-19, deposit will honor any rescheduled date if not already booked by previous obligation. Please check Shuttle Me Five Star Transportation for availability before committing to any dates). All cancellations must be made directly with Shuttle Me Five Star as while of any 3rd party provider. Contact us by phone to cancel or inquire to reschedule at 760-200-3569.**

If any Balances must be paid in full 14 days prior to the event. A minimum notice period of 14 days is required for cancellation of all charter arrangements such as film & red carpet gala & music festival events, wine tours, point-to-point reservations, proms, bachelorette parties, and weddings in order to avoid the charge of the full fare plus 20% service charge. For reservations made last minute, there is a zero cancellation policy resulting full forfeiture of the fare plus 20% service charge.

**19. (Shuttle Me Five Star Transportation )** is not responsible for service delayed or not rendered due to circumstances beyond its control including but not limited to weather, road traffic, and vehicle breakdowns.

**20. (Shuttle Me Five Star Transportation)** does not guarantee vehicle availability or pricing for reservation changes.

**21.** Vehicles cannot be loaded beyond seating capacity. Each passenger must be buckled in an individual safety belt.

**22.** All prices are subject to change without notice. Current rates are confirmed at the time a reservation is made.

**23. COVID -19** As questions and concerns continue to arise regarding protecting ourselves from COVID-19, we have anticipated several additional precautionary measures. Shuttle Me Five Star Transportation's top priority is the health and well-being of everyone, guests and staff alike. Everyone will follow and maintain the COVID-19 state policy guidelines. We have the rights to tell passengers to wear face coverings while onboard and to follow these measures. If not we have the right to stop all travel til all measures are met. Everyone will follow and maintain the COVID-19 state policy guidelines • Passengers must wear face coverings while onboard. • Hand sanitizer is available for customers before travel • Drivers required to wear mask • Drivers meticulous cleaning of the vehicle interior following each ride • If needed a digital passenger temp check-in for a touch-less boarding to ensure that all guests feel confident and safe. Not responsible for any trip cancellations. We would like to thank you for your transportation needs and looking forward to serving you in the future.

**EXCLUSIONS AND LIMITATIONS OF LIABILITY:** Shuttle Me Five Star Transportation Service is not responsible for missed flights, abandoned plans or losses incurred due to circumstances that are beyond our control. These circumstances include but are not limited to, causes beyond its reasonable control, acts of God and Nature, acts of terrorism, travel congestion, road closures, accidents, flight and weather delays. Shuttle Me Five Star Transportation Service liability for all causes whatsoever arising shall be limited to your actual damages, in an amount not to exceed the sum of all charges paid by you for the fare.

SHUTTLE ME FIVE STAR TRANSPORTATION SHALL HAVE NO LIABILITY WITH RESPECT TO ITS OBLIGATIONS UNDER THIS AGREEMENT OR OTHERWISE FOR CONSEQUENTIAL, EXEMPLARY, SPECIAL, INDIRECT, INCIDENTAL OR PUNITIVE DAMAGES EVEN IF IT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION APPLIES TO ALL CAUSES OF ACTION OR CLAIMS IN THE AGGREGATE, INCLUDING WITHOUT LIMITATION BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNITY, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION, AND OTHER TORTS.

YOU AND SHUTTLE ME FIVE STAR TRANSPORTATION. EACH UNDERSTAND AND AGREE THAT THESE REMEDIES, EXCLUSIONS AND LIMITATIONS ALLOCATE THE RISKS OF SERVICE NON-CONFORMITY AS AUTHORIZED BY THE UNIFORM COMMERCIAL CODE AND/OR OTHER APPLICABLE LAWS. SHUTTLE ME FIVE STAR TRANSPORTATION FARES FOR SERVICES REFLECT, AND ARE SET IN RELIANCE UPON, THIS ALLOCATION OF RISK AND THE EXCLUSION OF CONSEQUENTIAL DAMAGES AND LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT.

THE FOREGOING LIMITATIONS OF LIABILITY APPLY WITHOUT REGARD TO ANY INTENTIONAL MISCONDUCT OR GROSS NEGLIGENCE BY SHUTTLE ME FIVE STAR TRANSPORTATION. If you do not agree to these Service Terms, you are directed to discontinue using the Services. Shuttle Me Five Star Transportation reserves the right to change or supplement these Service Terms at any time without prior notice. Your continued access or use of the Service Terms after such changes or supplements indicates your acceptance of the Terms as changed or supplemented. It is your responsibility to review these Service Terms regularly. **GENERAL PROVISIONS:** You and Shuttle Me Five Star Transportation have agreed to these Service Terms within the State of California, for all purposes.

All disputes arising out of, under, or in connection with these Service Terms (including without limitation, their validity, interpretation, performance, or breach) will be adjudicated exclusively in the federal or state courts located in (or having jurisdiction over) Riverside County, California. These Service Terms and its validity and effect will be interpreted under and governed by, the laws of California, without regard to its conflict of laws provisions. You expressly consent to the jurisdiction of such courts over you. You expressly waive any claim of forum inconvenience. You agree to reimburse Shuttle Me Five Star Transportation for its legal fees and expenses of instituting (or defending) a lawsuit by (or against) you.

These Service Terms (and any other operating rules or terms posted on the Site (including, without limitation, the Privacy Policy) constitute the entire agreement between Shuttle Me Five Star Transportation. and you, and supersede all previous written or oral agreements between Shuttle Me Five Star Transportation. and you. No action (or inaction) by Shuttle Me Five Star Transportation may be construed as a waiver of these Service Terms (or any part). If any of the provisions of these Service Terms are held to be unenforceable by a court having competent jurisdiction, the remainder of these Service Terms will continue in full force and effect.

If you do not agree with these terms and conditions, kindly advise us within 12 hours of receipt by email at shuttleme5star@gmail.com or call to 1-760-200-3569 to enable us to cancel the reservation without you incurring cancellation fees.

Thank You so much for choosing SHUTTLE ME FIVE STAR TRANSPORTATION.

Sign Agreement: \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Email to: shuttleme5star@gmail.com - or - FAX 1-760-300-4099

THESE TERMS OF SHUTTLE ME FIVE STAR TRANSPORTATION SERVICE ("Service Terms") ARE A LEGAL AND BINDING AGREEMENT BETWEEN YOU AND SHUTTLE ME FIVE STAR TRANSPORTATION. Governing your use of the services ("Services") offered by Shuttle Me Five Star Transportation. Please review these Service Terms fully before you use the Services. By using the Services, you agree to be bound by these Service Terms. These additional terms include (without limitation) the Terms of Use and the Privacy Policy.