

Shuttle Me Five Star Transportation

Full Terms & Conditions

1. Shuttle Me Five Star Transportation: Guest with any cocktail on board must be in a plastic or paper cup container. Absolutely no drinkable glass bottles, old fashion cocktail glasses of any kind. We reserve the right to refuse transport to any persons under the influence of any drugs or overly intoxicated. We reserves the right to charge a clean-up fee of \$250.00 for any passenger vomiting, broken bottles or excessive spillage of beverage from drink containers onto seats & carpeting. A fee of \$250.00 is charged for each carpet or seat burn, tares of any upholstery. Client assumes full financial liability for any damage to the vehicle caused during the duration of the rental by them or any members of their party. Transportation will also be terminated immediately if the chauffeur feels threatened in any way.

3. Smoking, Vaping of any type is NOT permitted in all vehicles. A fee of \$250.00 will be imposed if any passenger smokes in the vehicle. **SHUTTLE ME FIVE STAR TRANSPORTATION** reserves the right to refuse any transport to any persons under the influence of any drugs or served an over amount of alcohol (Non Coherency). Transportation will also be terminated immediately if the chauffeur feels threatened in any way.

4. Guest Safety/ Stipulations: 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. Driver has the right to terminate run without refund. If there is **blatant indiscretion** on the part of the client(s), violation of this rule may result in termination of the charter. 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. **SHUTTLE ME FIVE STAR TRANSPORTATION** reserves the right to refuse service as it deems appropriate. Not responsible for delays such as, road closures, weather conditions, accidents, or any act of God.

5 . Lost And Found: **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 10 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 or postage rates.

6. 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.

7. Rate Estimate: The rate total prior to your trip, is an estimate based on the information you provided at the time of the reservation. Any additional fees that are not in the original reservation. (Example:) Any unknown parking, driving tolls, wait time, additional stops that are not in the original reservation may or may not be increased. Any overtime pay will apply after the first 15 minutes of the pre-arranged drop-off time. Anytime after the 1/2 hour will be charged the full hour.

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

9. A *NON-refundable 50% deposit* is required upon signed agreement and credit card information to hold your reservation. The remaining balance is due 2 weeks prior to *Festivals, Weddings, Excursions, Golf and Special Events*. All reservations must be secured with a credit card and a signed agreement.

10. Additional Stops: The fare agreement does not include any additional stops made during your trip. These stops are deviated from the original route between the original pick-up and destination location and may or may not have an extra charge.

11. COVID -19: As questions and concerns continue rising 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 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 state policy guidelines. Not responsible for any trip cancellations do to state enforced state guidelines.

12. Cancellations / No Shows Policy:

i) **Weddings, Festivals, Special Events:** Cancellations are acceptable (168 Hrs.) 7 days prior to the reservation. Cancellations occurring after 72 hour period will be assessed the full fare plus gratuity.

ii) **Other reservation cancellations:** All standard cancellations are acceptable up to 24 hours prior to scheduled transfer. Cancellations requested less than 24 hours prior to the first scheduled transfer will result in full charge of the reservation including No shows.

(The client must make all cancellations directly to *Shuttle Me Five Star Transportation* as well of any 3rd party reservation provider. Contact us by phone to cancel or inquire to reschedule at 760-200-3569.)

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.

13. All prices are subject to change without notice: If any policies or any factors stated above have been breached, and out of *Shuttle Me Five Star Transportations* control, this may or may not effect the original pricing agreement.

14. CREDIT CARD PROCESSING: All transactions are handled in a safe, encrypted format by a secure server to ensure Shuttle Me Five Star Transportation and our customers' maximum security, and the assurance that your information stays confidential, private, and safe. We pledge to continually adopt new security technology as it becomes available. If you have any questions about your privacy or the security of our website, please contact us at 760-200-3569.

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 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.

25. 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 will be interpreted under and governed by, the laws of California, without regard to its laws provisions. You expressly consent to the jurisdiction of such courts over you. You expressly waive any claim of forum non convenience. 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 agreement 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.

CONFIDENTIALITY NOTICE: This E-mail contains proprietary and confidential information intended only for the use of the recipient(s) named above. If the reader of this message is not the intended recipient or the employee or agent responsible for delivering the message to the intended recipient(s), please note that any dissemination, distribution or copy of this communication is strictly prohibited. Anyone who receives this communication in error should notify the sender immediately and delete the communication from all electronic media and destroy all physical copies thereof. **Please confirm terms:**
Initial _____

Please Sign : _____ **Date:** ___/___/___

Please fax signed agreement to 1.760.200.9483 or email to: shuttlemefivestar@gmail.com

Shuttle Me Five Star Transportation Credit Card Form

All reservations must be secured with a signed agreement and credit card.

Please Print Full Name : _____

Confirmation # _____ If you have it.

Credit Card Info:

C.C#: _____ EXP: ____ / ____

CVV#: _____ Zip: _____

Shuttlemevestar@gmail.com (Or Fax) 1-760-300-4099

If you prefer to call in your info, Please call 760-200-3569