

# Platinum Limousines

## Terms & Conditions of Service

FAX BACK TO: 615.246.2642

E-MAIL BACK TO: info@nashvillelimo.net

### **Cancellation Policy**

All Charters are Non-Refundable. No refunds will be given under any circumstance. Customers that cancel their reservation forfeit the deposit placed at reservation.

All Proms are non-refundable. The balance of your prom reservation is due the Monday before your event. A deposit is required at the time of your reservation.

### **Reservation Process**

We can only confirm a reservation on the information provided to us by you. In the event the information you provide Platinum Limousines is incorrect we will do our best to accommodate the changes. In some cases we are unable to accommodate your changes. The client has 24 hours after receiving their confirmation to check and correct any errors.

### **Smoking**

Platinum Limousines does not allow smoking in any of the vehicles. We charge \$375 per incident in the event you do smoke in a vehicle.

### **Damages and Excessive Clean up**

All passengers are expected to conduct themselves in a manner not injurious to themselves, other passengers or the hired limousine. The party who reserved the limousine and paid for it is responsible for any and all damages to the vehicle made by your party.

Charges:

- Broken Glassware - \$2.00 per glass
- Broken Decanters - \$18.00 per decanter
- Smoking - \$375 per incident
- Puke & Other bodily fluids - \$575.00
- In the event passengers break actual components of the limousine the customer will be required to pay for the repairs.

### **Overtime**

When available overtime is billed at the same hourly rate you booked your limousine for. Overtime is billed in arrears once your charter is complete. The party who reserved the limousine is responsible for overtime charges. Platinum

Limousine reserves the right to bill your credit card for overtime. Platinum Limousine may require a deposit to be held on your credit card for overtime and additional expenses.

**Availability**

In rare cases the limousine you reserved could be unavailable. Platinum Limousines reserves the right to reseat your group on another limousine. Platinum Limousine is not responsible for situations that are beyond its control.

**LIMITATIONS OF LIABILITY:**

Platinum Limousines, LLC is not responsible for:

- Loss or damage to any luggage, including contents.
- Carry-on items that may be damaged in transit.
- Cash, Jewelry and computers.
- Items left in vehicles.
- Injury inflicted upon yourself or anyone in your party due to intoxication or negligence.

In no event shall Platinum Limousines, LLC or any of its affiliates, or any of their officers, directors, employees, Agents, representatives, information providers or licensors be liable for any direct, indirect, incidental, special, Consequential, punitive or other damages (regardless of the form of action) arising out of (i) use of the service by any Person, including but not limited to any damage caused by any reliance on, or any delays, inaccuracies, errors or Omissions in, any information and content accessed over the service, (ii) any use or inability to use the service for Whatever reason, including but not limited to communications failure or any other failure with transmission or delivery Of any information accessed through the service, or (iii) any goods or services discussed, purchased or obtained, Directly or indirectly, through the service, in each case even if advised of the possibility of such damages.

This Agreement shall be governed by and construed in accordance with the laws of the State of Tennessee and the Federal Arbitration Act, without giving effect to any principles of conflicts of laws, and you hereby consent to the Exclusive jurisdiction of the courts sitting in Rutherford County, Tennessee.

You and Platinum Limousines, LLC agree that any and all disputes and claims relating in any way to this Agreement (Including the arbitration of any claim or dispute and the enforceability of this paragraph), with the exception set forth In the next paragraph, shall be submitted to and resolved by means of confidential arbitration conducted in the State of Tennessee, Rutherford County. If you and Platinum Limousines, LLC cannot agree on arbitrators, the Presiding Judge Of the Rutherford County Court shall appoint them. The arbitration shall be conducted under the then prevailing Commercial Arbitration Rules of the American Arbitration Association (AAA). You and Platinum Limousines, LLC May litigate in court only to compel arbitration under this Agreement or to confirm, modify, vacate or enter judgment On the award rendered by the arbitrators. The arbitrator's award shall be binding and may be entered as a judgment in Any court of competent jurisdiction. The United Nations Convention of Contracts for the International Sale of Goods, The application of which is hereby excluded, will not govern this Agreement. To the fullest extent permitted by Applicable law, no arbitration under this Agreement shall be joined to an arbitration involving any other current or Former user of the Service, whether through class arbitration proceedings or otherwise.

However, to the extent you have in any manner violated or threatened to violate Platinum Limousines, LLC intellectual Property rights, Platinum Limousines, LLC may seek injunctive or other appropriate relief in any state or federal court In the State Tennessee, and you consent to exclusive jurisdiction and venue in such courts

**Customer Name:** \_\_\_\_\_

**Reservation Date:** \_\_\_\_\_

**Reservation Number:** \_\_\_\_\_

**Acknowledgement:**

\_\_\_\_\_  
Date: \_\_\_\_\_

I agree to the terms and conditions of Platinum Limousines Terms and Conditions of Service. I am in agreement with all sections of the agreement.