LIMOUSINE / CAR SERVICE CONTRACT

This Limousine/ Car Service Contract is made effective as of ____________, _____, by and between ___________________ (“Client”), and ___________________________________ (“Provider”).

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, the Client hires the Provider to work under the terms and conditions hereby agreed upon by the Parties:

DESCRIPTION OF SERVICES. Beginning on ________________________, Provider will deliver to Client the following services (collectively, the “Services”):
____________________________________________________________________________
____________________________________________________________________________
____________________________________________________________________________

PERFORMANCE OF SERVICES. Provider shall reach the pick up point and location on time as required by Client. Any delay by Provider in reaching the pick up location should be communicated to Client. Provider shall compensate Client for the delay and inconvenience caused due to the delay.

CHARGES. In consideration of the services to be performed by Provider, Client agrees to compensate Provider for the services rendered as follows: Providers’ charges for the Services, and for any additional services, will be charged at $________ per _________. Any additional services not specified in Paragraph 2, above, will be charged to Client on an hourly rate basis at Provider ‘s standard hourly rate of $________ per hour. Client shall be charged for all repairs and any unusual cleaning that was caused by Client or anyone with Client during the service.

TERM. This Contract will terminate automatically on ___________________________.

HEALTH & SAFETY. Provider is responsible to ensure each of Provider’s employees, drivers and workers receive orientation to his or her job duties, including specific safety requirements, prior to beginning the assignment. No Provider or employee, driver, or worker will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

PERMITS. Provider has obtained or shall obtain at Provider’s sole expense all permits licenses, certificates, authorities or approvals required to comply with all laws in the performance of this contract. Provider shall provide Client with reasonable advance written notice if any such permits, license, certificate or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

CONFIDENTIALITY. Provider, and its employees, agents, or representatives will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Provider, or divulge, disclose, or communicate in any manner, any information that is proprietary to Client.
Provider and its employees, agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract. Upon termination of this Contract, Provider will return to Client all records, notes, documentation and other items that were used, created, or controlled by Provider during the term of this Contract.

INDEMNIFICATION. Client agrees to indemnify and hold Provider harmless from all claims, losses, expenses, fees including attorney fees, costs, and judgments that may be asserted against Provider that result from the acts or omissions of Provider and/or Provider’s employees, agents, or representatives.

WARRANTY. Provider shall provide its services and meet its obligations under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Provider’s community, industry and region, and will provide a standard of care equal to, or superior to, care used by service providers similar to Provider on similar projects.

DEFAULT. The occurrence of any of the following shall constitute a material default under this Contract: a. The failure to make a required payment when due. b. The insolvency or bankruptcy of either party. c. The subjection of any of either party’s property to any levy, seizure, general assignment for the benefit of creditors, application or sale for or by any creditor or government agency. d. The failure to make available or deliver the Services in the time and manner provided for in this Contract.

REMEDIES. In addition to any and all other rights a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have ________ days from the effective date of such notice to cure the default(s). Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

FORCE MAJEURE. If performance of this Contract or any obligation under this Contract is prevented, restricted, or interfered with by causes beyond either party’s reasonable control (“Force Majeure”), and if the party unable to carry out its obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, plague, epidemic, pandemic, outbreaks of infectious disease or any other public health crisis, including quarantine or other employee restrictions, fire, explosion, vandalism, storm or other similar occurrence, orders or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall
be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

ARBITRATION. Any controversies or disputes arising out of or relating to this Contract shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Contract. In the event the parties are unable to agree to such a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties, or otherwise mutually agreed upon by the parties. All documents, materials, and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Contract or to award punitive damages. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment may be entered in conformity with the decision in any court having jurisdiction. The agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their respective obligations under this Contract.

ENTIRE AGREEMENT. This Contract contains the entire agreement of the parties, and there are no other promises or conditions in any other agreement whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral agreements between the parties.

SEVERABILITY. If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

AMENDMENT. This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of ____________.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the following:

If to Provider: [NAME]  
If to Client: [NAME]
WAIVER OF CONTRACTUAL RIGHT. The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party’s right to subsequently enforce and compel strict compliance with every provision of this Contract.

[Provider]  
By:  
Its:

[Client]  
By:  
Its: