

Cee's Limousine Service LLC
Winchester, Virginia 22602

(540) 333-5022

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Transportation services delivered with class, luxury, and style

Cee's Limousine Service LLC Liability Agreement

- 1. In consideration for receiving permission to participate with Cee's Limousine Service LLC, I HEREBY RELEASE, WAIVE, DISCHARGE AND COVENANT NOT TO SUE Cee's Limousine Service LLC and their officers, agents, servants, or employees (hereinafter referred to as RELEASES) from any and all liability, claims, demands, actions and causes of action whatsoever arising out of or related to any loss, damage, or injury, including death, that may be sustained by me and/or other family members that are using the transportation service, or any of the property belonging to me and/or other family members that are using the transportation service WHETHER CAUSED BY THE NEGLIGENCE OF THE RELEASES OR OTHERWISE, while participating in such activity, or while in, on or upon the premises where the activity is being conducted.
- 2. I am fully aware of the unusual risks involved and hazards connected with this activity, including but not limited to travel risks and/or road hazards. I hereby elect to VOLUNTARILY PARTICIPATE in said activity with full knowledge that said activity may be hazardous to me and my property. I VOLUNTARILY ASSUME FULL RESPONSIBILITY FOR ANY RISKS OF LOSS, PROPERTY DAMAGE OR PERSONAL INJURY, INCLUDING DEATH that may be sustained by me, or any loss or damage of property owned by me, as a result of being engaged in such activity, WHETHER CAUSED BY THE NEGLIGENCE OF RELEASES OR OTHERWISE.
- 3. I further hereby AGREE TO INDEMNIFY AND HOLD HARMLESS THE RELEASES from any loss, liability, damage, or costs, including court costs and attorney fees that they may incur due to my participation in said activity, WHETHER CAUSED BY NEGLIGENCE OF RELEASES OR OTHERWISE.
- 4. I understand that Cee's Limousine Service LLC does not maintain any insurance policy, other than **FLEET INSURANCE COVERAGE**, covering any circumstance arising from my participation in this event or any activity associated with or facilitating that participation. As such, I am aware that I should review my personal insurance portfolio.
- 5. It is my express intent that this Waiver of Liability and Hold Harmless Agreement shall bind the members of my family and spouse, if I am alive, and my heirs, assigns and personal representative, if I am deceased, and shall be deemed as a RELEASE, WAIVER, DISCHARGE AND COVENANT NOT TO SUE the above-named RELEASES. I hereby further agree that this Waiver of Liability and Hold Harmless Agreement shall be construed in accordance with the laws of the State of Virginia.
- 6. **IN SIGNING THIS RELEASE, I ACKNOWLEDGE AND REPRESENT THAT I HAVE READ** the foregoing Waiver of Liability and Hold Harmless Agreement, understand it and sign it voluntarily as my own free act and deed; no oral representations, statements, or inducements, apart from the foregoing written agreement, have been made; I am at least eighteen (18) years

of age and fully competent; and I execute this release for full, adequate and complete consideration fully intending to be bound by same.

Terms & Conditions

Please remember that our terms and conditions are created for the safety of our passengers, employees, others, and equipment. By making your reservation with Cee's Limousine Service LLC, you agree to be bound by the following terms and conditions:

Service Rates, Deposits, Reservations and Cancellation Policy

CEE'S LIMOUSINE SERVICE LLC DOES NOT CHARGE ANY DEPOSITS UP FRONT. All rates and bills are calculated in U.S. dollars and are available on our website. Special rates may apply on special event days. Tolls or parking charges are additional. Party Bus reservations require a 1/3 deposit of the total amount of the booking.

Full payment is due 5 days prior to the reservation date and will be charged on your credit card unless other methods of payment are used. **For proms and holidays**, full payments are due 30 days before the scheduled ride. **A 10% gratuity will be added to all prepaid trips.**

Cee's Limousine Service LLC **charges a 50% fee if you cancel 5 days prior** to your booking date. However, there is **no fee if you reschedule 5 days before** your booked date. Keep in mind that we may have had to make reservations on your behalf at certain locations.

Cee's Limousine Service LLC does not issue refunds for last-minute, no shows or day-of-your-service cancellations. A full fare rate will be charged. The amount is non-refundable in the event of any cancellation. Deposits are non-refundable in the event of a cancellation. Our rates can be subject to change without notice.

"No Show" Charges

If you cannot locate your Cee's Limousine Service LLC chauffeur, you must immediately contact Cee's Limousine Service LLC. Our operators are available 24 hours/day, 7 days/week and will locate him/her immediately to establish a meeting point. The operator may be reached at (540) 398-7566 or (540) 333-5022. "No show" charges will be applied if you fail to call our office before leaving the pickup location. They are billed at the respective minimums for each specified vehicle type.

CEE'S LIMOUSINE SERVICE LLC CANNOT GUARANTEE THE TIME OF ARRIVAL AT THE MEETING POINT OR DESTINATION, AS IT MAY BE AFFECTED BY OCCURRENCES THAT ARE OUT OF OUR CONTROL, SUCH AS: TRAFFIC, ROAD, AND WEATHER CONDITIONS.

IN THE CASE OF LATE ARRIVALS CAUSED BY THE FACTORS MENTIONED ABOVE, THERE WILL BE NO REFUNDING.

In case of "emergency" overtime, the client will be charged emergency overtime charges (by the minute). These can reach as much as 10 times the contracted hourly rate. If you need to extend your rental, we will be happy to help you, unless the vehicle has already been already booked by someone else after your rental time is done. Just make sure you contact us and check the limo's availability. **OVERTIME IS POSSIBLE, BUT NOT GUARANTEED.**

Cee's Limousine Service LLC reserves the right to substitute the vehicle in case a last-minute mechanical malfunction or other unpredicted event puts a rented vehicle temporarily out of service. Depending on the availability, the alternate vehicles may be a different size and have features that vary from the initial one.

No refunds or discounts will be awarded if the substitute vehicle arrives at the meeting point on the agreed schedule.

Drugs and Alcohol Policy

NO ILLEGAL DRUGS CAN BE CARRIED OR USED IN THE CEE'S LIMOUSINE SERVICE LLC VEHICLES. If any illegal activity takes place inside the vehicle, the Cee's Limousine Service LLC chauffeur may terminate the trip with no refund and has the obligation to call the police.

SMOKING IS STRICTLY PROHIBITED IN OUR VEHICLES. Failure to comply will result in a \$120 fine and the chauffeur may terminate the trip with no refund. Feel free to ask the chauffeur to stop for smoke breaks as many times as you need. A **minimum \$200 cleanup fee will be applied if smoking occurs in one of our vehicles.**

NO UNDERAGE DRINKING OR POSSESSION OF ALCOHOL IS PERMITTED. In case this occurs, the Cee's Limousine Service LLC chauffeur may terminate the trip with no refund and the minors will be dropped off in a safe location.

As required by state law, the driver will have all minors sign "The Leslie Bill" stating they will not bring or consume any alcohol in the limousine.

Cleaning and Damage Fees

Cee's Limousine Service LLC reserves the right to charge additional cleaning and damage fees if during or after the limo ride extensive cleaning is required due to the client's actions. Fees may vary from \$30 to \$200 depending on the extent of damage, the extra hours of clean up and professional steam-cleaning needed. Severe cases that request upholstery or replacement of carpeting may even run up to \$1,000.

During the rental, it is the client's full responsibility to take care of his/her belongings. Please be sure to gather all your belongings at the end of the rental. However, for any lost and found items, do not hesitate to contact us. We are not responsible for any stolen or missing personal items.

CEE'S LIMOUSINE SERVICE LLC CANNOT BE HELD LIABLE FOR ANY PERSONAL OR MATERIAL DAMAGE CAUSED BY THE HIRER DURING THE TRANSPORTATION SERVICE. TO THE EXTENT PERMITTED BY FEDERAL LAWS, CEE'S LIMOUSINE SERVICE LLC FULL OR IN PART LIABILITY IS LIMITED TO THE COST OF THE HIRE AND ONLY UNDER THE TERMS OF THIS AGREEMENT. NO CEE'S LIMOUSINE SERVICE LLC (THE HIRER) EMPLOYEE OR REPRESENTATIVE IS AUTHORIZED TO CHANGE OR WAIVE REQUIREMENTS STATED IN THE CONDITIONS OF TRANSPORTATION OR SERVICE.

CEE'S LIMOUSINE SERVICE LLC RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO CHANGE, MODIFY, ADD OR REMOVE ANY PORTION OF THIS AGREEMENT IN WHOLE OR IN PART, AT ANY TIME, WITHOUT PRIOR NOTICE. CHANGES TO THESE TERMS AND CONDITIONS WILL BE EFFECTIVE WHEN NOTICE OF SUCH A CHANGE IS POSTED. TERMS

AND CONDITIONS SHALL BE DEEMED COMPLETE AND EFFECTIVE UPON POSTING ON THIS WEBSITE.

I HAVE READ, UNDERSTAND, AND AGREE TO ALL OF THE ABOVE TERMS AND CONDITIONS. IF ANY OF THE ABOVE TERMS OR CONDITIONS ARE NOT RESPECTED BY ME (THE HIRER) OR ANYONE IN MY PARTY, THE RENTAL AGREEMENT WILL BE TERMINATED WITHOUT REFUND.

Waiver

Released Parties include Cee's Limousine Service LLC and its staff, agents, contractors, insurers, equipment suppliers, event sponsors, organizers, promoters, officials, property owners and advertisers. Releasing Parties include the participant as well as the participant's spouse, children, parents, guardians, heirs, next of kin, and any legal or personal representatives, executors, administrators, successors and assigns or anyone else who might claim or sue upon the participant's behalf.

Rules and Regulations

- 1. I grant Cee's Limousine Service LLC permission to use photos and/or videos of me for promotional purposes including, but not limited to use on social media sites.
- 2. Any person arriving in an intoxicated condition shall not be allowed inside the limousine.
- 3. If a passenger feels ill, request that the chauffeur pull over immediately. Incidents are subject to additional fees.
- 4. Liability for any damage to the vehicle, which is caused by the passenger(s), will be charged as additional fees.
- 5. If **ANY** illegal activity is suspected or occurs during service, Cee's Limousine Service LLC will terminate service immediately.
- 6. No person shall stand out the sunroof or window. Violations are subject to the Virginia Vehicle code. A \$100 charge plus any damages will be charged for tampering with the emergency exit or hanging out the windows (or throwing things out the window).
- 7. There is zero tolerance for any physical or mental abuse of the driver.
- 8. There is a \$300 minimum charge for vomiting (or other bodily fluids) in the limousine and \$100 if it gets only on the outside of the limousine.

Acknowledgement of Understanding

This waiver form may be signed by multiple guest/participants. Each agreeing that by signing below, I (they) am/are indicating that I (they) have read this agreement and fully understand its terms. I (they) understand that I (they) am/are giving up substantial rights, including my (their) right to sue. I (they) further acknowledge that I (they) am/are signing the agreement freely and voluntarily and intend my (their) signature to be complete and unconditional release of all liability due to **ORDINARY**

NEGLIGENCE of Cee's Limousine Service LLC or the **INHERENT RISKS** of the activity, to the greatest extent allowed by law.

Guest/Participant Signatures			
Guest 1		Date	
Guest 2		Date	
Guest 3		Date	
Guest 4		Date	
Guest 5		Date	
Guest 6		Date	
Guest 7		Date	
Guest 8		Date	
Guest 9		Date	

Guest 10	Date
Guest 11	Date
Guest 12	Date
Guest 13	Date
Guest 14	 Date
Guest 15	 Date
Guest 16	 Date