



By the Bay Limousine

(408) 592-1116

BY THE BAY LIMOUSINE – TERMS AND CONDITIONS

EQUIPMENT - By the Bay Limousine vehicles cannot be loaded beyond seating capacity. By the Bay Limousine reserves the right to replace or substitute vehicles for any reason in order to assure safe delivery of all services and passengers.

PAYMENT POLICY- All services must be paid in full 14 working days prior to scheduled pick- up. If services are scheduled less than 14 days in advance all services must be paid in full at time of reservation.

DEPOSITS - All deposits are NON refundable.

CANCELLATION AND CHANGES- All cancellations and changes must be approved by management of By the Bay Limousine and **MUST** be received in writing 72 hours prior to scheduled service date. Cancellations within 72 hours will be eligible for up to 70% refund of total trip charges - with management approval. Any cancellation(s) made less than 72 hours of scheduled service voids any and all entitlement to a refund.

FOOD AND BEVERAGE - Food and beverage are allowed on a case-by-case basis and will also depend on food and/or drink type. Please obtain approval prior to booking and/or ask your driver/chauffeur prior to boarding vehicle. Alcohol consumption by minors and illegal drug use is prohibited by law; therefore, minors (less than 21 years of age) are not allowed to bring or consume alcoholic beverage at any time during the duration of chartered service(s).

DAMAGES - The 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.

CLEANING -By the Bay Limousine provides clean, well-maintained vehicles. Smoking is prohibited at all times while in the vehicle. Any damage inside the chartered vehicle due to smoke, food stain, beverage spill, vomit or other will result in an additional charge of \$350.00 (Sanitation Fee) per damaged area.

INDEMNITY - By The Bay Limousine will not be held liable for any injuries or grievance caused by the improper and/or irresponsible conduct of any customer and their chartered party. By the Bay Limousine is not responsible for any lost, forgotten or stolen item---unless controlling authority stipulates otherwise. Any court or arbitrator award relating to By the Bay Limousine shall be limited to actual compensatory damage. Neither party shall be held legally responsible to any indirect, special, incidental or consequential damage. Customer shall not be entitled to any damages or refund for delay caused or related to traffic conditions, weather conditions, equipment malfunction or break down, flat tire or GPS guidance.

SEVERABILITY - If any one of the Terms and Conditions mentioned within this document is declared invalid for any reason by the California state governing court of law/arbitrator, the ruling shall still not affect the validity of the remaining individual agreements. All other parts of the contract shall remain in effect as if the agreement had been executed – less the invalid part(s). All parties of this contract declare the remaining parts of the contract to continue as originally written.

