

**LUXURY MOBILE CONTRACT**

Please Print, Sign, and Fax to 1-877-509-1672

**SMOOTH SAILING TOURS NY**

(718)-662-1902

Brooklyn, NY

(877)-289-6302

Middletown, NY

Today's Date	Occasion	Pickup Time	Pickup Date

Name	
Address	
City	
Contact Cell Phone #	
Email Address	

Vehicle #1	Vehicle #2 ( any )	Overtime Price	Number of Hrs.

Credit Card Type	Credit Card Number	Expiration	Sec. # (last 3 digits from Signature Line)
Cardholder's Name	Billing Address	Town, State, Zip	

Special Instructions: \_\_\_\_\_

How did you hear about Us: \_\_\_\_\_

Limousine Price \_\_\_\_\_ 10% Fuel Tax \_\_\_\_\_ 10% Service Charge \_\_\_\_\_ Total \_\_\_\_\_ Deposit (35% Non Refundable) \_\_\_\_\_ Balance \_\_\_\_\_

**Terms & Conditions**

Smooth Sailing Tours NY Inc. will strictly enforce State and Federal laws and will maintain a zero tolerance compliance policy that no alcoholic beverages can be consumed or used by any person not of legal drinking age. All U.S. law enforcement agencies have absolute power to stop any motor vehicle to a local government agency. All law enforcement agencies are aggressively enforcing this policy. Therefore no person will bring contraband aboard vehicles that are owned or operated by Smooth Sailing Tours NY Inc. will not be responsible for injuries that may occur due to horse playing while the vehicle is in motion or at a standstill. The purchaser on the front of this contracts is responsible for his or guests.

AT THE CHAUFFEUR'S DESCRETION, THE PURCHASER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR.

- \$20.00 per broken glassware
- \$500.00 per damaged seat, \$300.00 per damaged carpet, \$750.00 per damaged mirror
- \$150.00 minimum for extensive cleanup ( spills, etc.)
- \$275.00 shampoo and disinfecting (due to sickness interior), \$250.00 detailing and wax (due to sickness-exterior)
- \$300.00 minimum for each burn hole, rip or tear to upholstery.
- \$300.00 minimum for each act of vandalism
- \$2000.00 opening a car door into another vehicle or stationary object
- Triple charge of above listed amounts for all removed / stolen items from vehicle
- Downtime subject to loss of revenue, per each hour lost as stated in contract Smooth Sailing Tours NY Inc. recommends that all and any personal valuables be removed from the vehicle when unattended. We will not be held responsible for any lost, stolen, or damaged articles.

Smooth sailing Tours NY Inc. reserves the right to terminate this or any other contact for noncompliance of the above requests, especially if renters do not follow chauffeurs requests in order to obey the rules in this contract. No smoking is allowed in our vehicles. Any deposits ( cash, checks or credit card authorization) will be non-refundable for any reason, if any cancellation occurs from renter's side. Deposits are charged on the credit card you provide with this contract. Taxes are applicable with all credit card transactions so balance due amounts above may be slightly off. The open balance is due immediately at the beginning of the agreed job all in CASH only. The renter authorizes the immediate 35% deposit & the final payment, states that she/he is the authorized purchaser for this rental contract, the authorized cardholder for the given credit card, responsible and liable for payment of the total amount, per cash credit card or money order. No personal or business checks will be accepted.

As with all contracts, the rental contract between the mentioned person as renter and Smooth Sailing Tours NY Inc. is made with the information and the terms given to us. All of the given information from the renter is binding and cannot be changed without Smooth Sailing Tours NY Inc. acceptance. If the contract is cancelled or accepted after it is signed, Smooth Sailing Tours NY Inc. is still authorized to collect the remaining balance in full, if the car was not re-rented again on the cancelled date for the same or higher amount. We will reserve the said date upon the approval of the purchaser's credit card as per telephone conversation. The credit card holder gives authorization to use the credit card information over the phone / fax / internet in combination with a signed contract. It is agreed that it is not necessary to obtain a signed credit card slip, as the reservation is made over the phone / fax / internet. Proof of identity of the purchaser using said credit card must be supported by the signed contract. If the purchaser cannot provide all of the above items at the time pick-up, Smooth Sailing Tours NY Inc will not start the job, as we have no proof of the legal possession of the credit card. Therefore the risk of not getting paid will give us the right to cancel. The purchaser is still fully responsible to pay the total amount as he failed to provide the above requirements. Contracted price is set for contracted pickups, addresses time and number of passengers. As indicated in the contract, any extra passengers traveling in the vehicle are subject to extra charge. Smooth Sailing Tours Inc. Rates are Billed, including, applicable fees / taxes and a 20% chauffeur service charge. If you feel that you would like to provide an additional service charge it is at your sole discretion. If, you decide to provide additional cash service charge; it is at your discretion, and is only in addition to the 35% you have already paid for. You will not receive a full or partial refund for the 35% Service charge by providing a cash tip to the Chauffeur.

Smooth Sailing Tours NY Inc. Cannot guarantee the availability of overtime. We are not responsible for lost / not received confirmations when booking via internet. Some clients have spam blockers on and sometimes confirmations don't get through. It is of a particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if Smooth Sailing Tours NY Inc. can accommodate other clients that booked with Smooth Sailing Tours NY Inc. prior to or after the said time. The purchaser further agrees to pay additional charges incurred such as overtime, tolls, parking etc. Overtime for airport jobs is charged in 30 minute increments, extra stops are charged \$20 - \$40. If customer fails to show at designated pick up location (NO SHOW), the full amount of contracted time will be charged. On all reservations you will be considered a no-show at 45 minutes past your scheduled pick-up time; if you have not met your Chauffeur or contacted us by phone at the beginning of the job. On all the point to point transfers Smooth Sailing Tours NY Inc. provides up to a 10 minute Grace Period at pick-up; before wait time charges apply at the hourly rate of the vehicle +20% service charge billed in one hour increments. Smooth Sailing Tours NY Inc. Is not responsible for traffic encountered during vehicle rental time and any delays caused by directions instructed to the deliver by passengers. Point to Point Transfers include all Return Airport Transfers, Cruise Port Transfers, point A to Point B transfers and all non hourly reservations.

The purchaser authorizes Smooth Sailing Tours NY Inc. to charge any additional charges after they have rendered services to the purchaser's credit card as supplemental charge. A 20% service charge will be added to your total charge as well as 9% service surcharge. If Cash Payment is selected, the payment is due at the beginning of the rental time. Customer agrees to have Smooth Sailing Tours NY Inc. get an authorization for the above credit card and amount, for the event stated above. Smooth Sailing Tours NY Inc. is not responsible for items that are left in the vehicle, lost or damaged. Smooth Sailing Tours NY Inc reserves the right to charge a delivery fee for returning lost items if found. The rate will be equal to the rate of an Airport Transfer to your location plus 20% Chauffeur service charge. Smooth Sailing Tours NY Inc. Chauffeur's will assist with luggage at a client's request, but assume no liability for doing so. You have 7 days to cancel. Cancellations will be charged a cancellation fee of \$400 Cancellations made within less than 7 days will be charged a full price of the booked ride. Same rules apply even if the job is booked within 48 hours of service. If any payment due hereunder will be unpaid (10) ten days after the due date, hereon Smooth Sailing Tours NY Inc. will have the right to add and collect late charges with interest at maximum rate allowed by law. All such sums are due and owing with any other expenses, ( filing fees, court cost, and reasonable attorney fees, etc. ). Necessarily injuries by reasons such as non-payments, I the credit card holder / purchaser / renter agree to pay Smooth Sailing Tours NY Inc. Upon signing this contract. I am satisfied with the terms and conditions above and fully understand and agree. If, for any reasons, I am not fully satisfied with the services I receive, I have 10 hours after the completion of the job to file a complaint in writing. If Smooth Sailing Tours NY Inc. does not receive my written complaint in the above stated time frame, I agree that there is no valid complaint and I am fully satisfied with the services I received. Filing a written complaint, insures both parties, that it is fully understood what the problem was, and you should help Smooth Sailing Tours NY Inc. to assist the purchaser if any kind of reimbursement. The purchaser will be contacted within a week of the complaint to settle the matter. I understand that this is a separate case from the main contract and therefore have no dispute in general against Smooth Sailing Tours NY Inc. and the payment I authorized.

Since Smooth Sailing Tours NY Inc. offers high-tech equipped vehicles, sometimes heat and excessive use of all power-operated equipment might be subject to temporary failure. This will of course not interfere with the safety of the vehicle itself and therefore will have no effect on continuing or paying of the contracted trip, Smooth Sailing Tours NY Inc. Guarantees that all our vehicles are constantly checked to keep the highest possible standards and eliminate such failures as much as possible Smooth Sailing Tours NY Inc. Agrees to send the requested vehicle as offered in the contract. We have the right to upgrade this vehicles or switch the vehicles in case of an emergency breakdown or if the vehicles were in accidents. As stated this will only happen in emergencies, and to upgrade, never downgrade. If no upgrade is available, Smooth Sailing Tours NY Inc. Gives the customer the right to downsize the vehicle and receive additional discounts if wanted. No additional charges will occur on customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and / or payment of contract. Customer's therefore accepts that replacement vehicle may be substituted if contracted. Vehicle becomes unavailable for any reason. If any of our above guaranteed or contracted terms cannot be met due to conditions outside of our control including weather, accidents and any other acts of god, including, but not limited to traffic congestion, road closures, accidents, flight delays, weather delays, etc. We will use our best efforts to notify the customer of these conditions and resulting delays or changes. Smooth Sailing Tours NY Inc. reserves the right to terminate any reservation without refund, if the operator or the dispatcher on duty feels that the renter and / or Party of the renter is putting the operator or mode of transportation or the Renter / Party of the Renter in danger or injury. Or, if the renter and / or Party of the Renter are in the possession of any illegal material and / or substance, this service will be canceled without refund. This is without exception.

In case of non-payment or any disputes of charges resolved from things like damaged vehicle or overtime, etc, I agree and fully authorize the charges to be put on my credit card provided above. I understand these terms and conditions and fully agree to them by signing below.

_____	_____	_____
Full Name- PRINT	Signature	Date