



CHARTERS/WEDDINGS/HOURLY SERVICES TERMS AND CONDITIONS-IRIS # 297687

1. We must receive a completed contract and 30% credit card deposit before vehicle is considered fully reserved. **Deposits are non-refundable/non-transferable.** Balance is due 2 weeks prior to the reservation date. If no payment is received we will charge the guaranteeing credit card in full. **For fraud prevention we will ask for a credit card imprint at the completion of service.** If you have prearranged to pay the balance in cash, you must pay the balance prior to the service being rendered. An authorization hold will be charged on the guaranteeing credit card for the total amount due, and will be released once payment is made. Hold disappearance varies depending on cardholders account. It may take up to 7-10 business days.
2. The client has the right to cancel service up to 48 hours after time of booking with no penalties, however, there are no refunds of deposits or any payments made. If the client chooses to cancel after this time, 30% of the contracted services will be charged to the credit card on file. If the reservation is not cancelled 2 weeks prior to the reservation date, the credit card on file will be charged the full amount. **If the reservation is booked within 2 weeks of the service date, payment in full is required and service is non-cancelable/non-refundable.** We must receive all cancellations in writing or e-mail to info@limoempire.com or info@windycitytrolley.com Once received, we will e-mail a cancellation confirmation stating the cancellation charges, if any. If you do not receive this email within 24-hours please call us immediately.
3. Empire/Windy City Trolley will not carry more than the specified number of passengers on the contract, or over the contracted vehicles capacity. Empire Limousine/Windy City Trolley will provide the contracted vehicle and driver at the contracted time and date of the event. If changes such as date/times need to be adjusted, please contact us as soon as possible so we can attempt to accommodate. If there is not availability to adjust time/date, I understand that Empire/Windy City Trolley will provide the vehicle and driver at the original contracted time and payment in full is still required. Vehicle upgrades/downgrades are upon availability. In the event that upgrade/downgraded vehicle is not available, the contracted vehicle will be provided at the contracted price and payment in full is still required. Additional hours will be available to the client if the vehicle is not scheduled for other runs. Additional services will be the responsibility of the client and are to be paid at the time the additional services are rendered. There are no refunds of unused time. **Additional Fuel Surcharges/Tolls/Parking are not included in the stated rate and will be charged at the completion of service to the credit card on file. Overtime fees: Additional time is charged in hourly increments at the contracted hourly rate.**
4. Empire/Windy City Trolley reserves the right to substitute the vehicle in the event of a mechanical breakdown and/or vandalism and passenger safety is compromised. If partial service is rendered the client is responsible for these services and it will be charged to the credit card on file. Empire/Windy City Trolley will only be responsible for making up lost time at a mutually agreed date. Empire/Windy City Trolley is not responsible for delays or the termination of service caused by unsafe road conditions, unforeseen situations (i.e. unsalted roads, accidents, etc.) Empire/Windy City Trolley is not responsible for delays caused by extreme traffic, weather, mechanical problems, accidents or any other Acts of God.
5. Client accepts full responsibility for vehicle damage and/or special clean up due to negligence or carelessness caused by any member of the client's party. This includes: burns, vomiting, broken stemware, scratches, stains, broken windows, mirrors, etc. For any damages incurred client agrees to pay Empire/Windy City Trolley or its authorizing agent at the time of incident or upon completion of service. If the credit card supplied for additional charges is not able to be charged, client agrees to pay for the damages incurred within 5 business days. The client assumes full financial liability for any damage to the limousine caused during the duration of the rental by them or any member of their party. Any fines will be paid for by the customer. **Fines are calculated per occurrence and are: Smoking/Burns: \$200 Vomiting: \$200 Special Cleanup: \$200 Stemware: \$25 Food: \$200. Any additional damages will be quoted by the office.**
6. All vehicles in Empire's/Windy City Trolley's Fleet are considered non-smoking vehicles! There is no food/glass beer bottles allowed in vehicles. We are not responsible for lost, stolen, left, unattended or forgotten belongings in the vehicle at any time while in the clients use or after. It is illegal to stand through the sunroof of vehicles, or to stand in the aisles of buses when vehicle is in motion. No weapons are allowed in any of Empire Limousine/Windy City Trolley vehicles. The following is prohibited: no one under the age of 21 to possess or consume alcoholic liquor, to engage in disorderly conduct, to possess any drug paraphernalia, to unlawfully possess a firearm, to discharge a weapon or firearm, to hurl projectiles from the vehicle, to commit indecent exposure, to litter, to unlawfully possess or use cannabis or any controlled substance. We will not allow any person who is visibly inebriated onto our vehicles unless the next stop is the point of origin or final destination. The local police will be called if any City of Chicago ordinances are violated. **The use of alcoholic beverages in our vehicles within Chicago city limits required a security guard on board your vehicle. We will not allow any alcohol on board without security. This must be pre-arranged.** It will be the sole discretion of the company and/or its employees/representatives to terminate service. There will be no refunds for unused time. If passenger/driver safety is compromised Empire Limousine/Windy City Trolley and its drivers reserve the right to terminate service immediately without refund if these rules are violated. The driver has the right to terminate any trip without refund if there is blatant indiscretion on the part of the client (s).

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City of Chicago Ordinance regarding alcoholic beverages and security guards on vehicles:

(b) Trips that include alcohol.

In addition to the requirements of subsection (a), the requirements and restrictions of this subsection (b) apply to each trip with fifteen or more passengers that includes the opportunity for passengers to consume alcoholic liquor either: (i) while on the vehicle, or (ii) during an interim stop on the trip (Le., a stop other than the point of origin or final destination).

Each charter/sightseeing vehicle shall both: (i) contain a security guard to accompany the driver for the entire trip, and (ii) be equipped with one or more fully operational security cameras meeting specifications set by rule.

The owner, driver of a charter/sightseeing vehicle or security guard shall take affirmative measures to determine that no passenger is in violation of Section 9-114-315(b)(4),

Upon commencing a trip in the City of Chicago, or upon or prior to entering the City of Chicago, the driver of a charter/sightseeing vehicle or security guard shall present to each passenger the text of subsections 9-114-315(b) and (c). This text may be presented via an information sheet or placard, a spoken presentation to the passengers, or a video. The presentation shall be subject to discretionary audit by Authorized City Personnel, as that term is defined in Section 9-114-315.

No charter/sightseeing vehicle shall include a stop for purposes of visiting any public park during the hours the park is closed.

If these rules and regulations are violated by the client or any member of the client's party, it will result in the immediate termination of service and client will be charged the full amount of the service with no refund. By signing this agreement you I understand/agree to these terms and conditions.

Client Name: _____ Event Date: / /

Client Signature: _____ Today's Date: / /

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