



9930 Meeks Boulevard • St. Louis, MO 63132 • 314-989-1500 • Fax 314-991-4811 • Toll Free 1-866-272-1200

December 29, 2008

Dear :

We are excited to help make your Prom a truly memorable event by providing you with first class transportation service!

This contract must be signed by the parent and his/her child that is attending the Prom in this vehicle. It is very important that you and your parent review this contract carefully. It is the parent's responsibility who is signing this contract to ensure that all attendees riding in this vehicle are aware of the vehicle rules, and their parents have given permission for his/her child to be riding in this vehicle for Prom.

This is a **DEFINITE** booking and we reserve the right to cancel your transportation if we do not receive the signed contract back within **5 business days** of the date on this contract. If we do not receive the signed contract by this date, we will cancel your transportation that is being held for you.

CONTACT

ACCOUNT:

SIGN TO READ:

EVENT TYPE: PROM

CONTACT:

TELEPHONE:

CELL PHONE:

FAX:

EMAIL:

PROM ATTENDEE CONTACT:

CELL PHONE:

DATES, VEHICLES & RATES

Day/Date	P-Up Time	Pick Up Location	Drop Time	Itinerary & Drop Off Location	
VEHICLE TYPE		HOURLY RATE	MIN. # HRS	# OF HRS BKED	EST. TOTAL CHARGE
		hours included in the Prom Party Package \$per additional hour	5	6	\$Pkg. (+) 15% Service Fee Total \$

A mandatory 15% service fee will be added to the total bill for Prom.

RATES & GRATUITY: No-Surprise Pricing!

Rates are net non-commissionable. TAXES: There are no taxes to be charged.

Times & Billing: Please confirm your start and stop times as listed in this contract. Although you may be able to make slight adjustments to your start and end times we can not guarantee your vehicle will be available. Additional time will be allowed if not in conflict with another reservation, it is best to arrange possible additional time prior to your reservation. All charges are computed from the time of the scheduled pick-up time or when you begin using the vehicle, whichever is first, until the drop-off is complete. Additional time will be billed at the above listed hourly rate in 15-minute increments over the required minimum number of hours listed. An additional \$25 shuttle fee will be applied, if a get-away car is to be used for multiple pick ups and/or stops.

ADDITIONAL CHARGES, IF APPLICABLE: Baggage Handling: For groups traveling to or from the airport there is an additional baggage handling fee of \$1 per person for luggage and \$2 per person for golf bags. This also applies for groups with golf clubs to and from the golf course. These charges are given to the chauffeur.

For pick-ups & drop-offs outside of metro St. Louis there will be a minimum charge of one hour for travel time.

Fuel Surcharge: BEST Transportation builds an estimated amount of fuel into all local reservations, out of town trips will incur a 9% additional fuel charge. Due to the risk of unpredictably high fuel prices we reserve the right to implement a fuel surcharge for all clients (local or out of town) when fuel exceeds the anticipated price per gallon listed below. This fuel surcharge will be based upon the per gallon diesel or gasoline price published by the Department of Energy. Gasoline prices must be in the gas price per gallon range for 30 consecutive days before any change to the fuel surcharge will be implemented:

Price Per Gallon	Fuel Surcharge	Price Per Gallon	Fuel Surcharge
\$0.00 – \$4.99	0%	\$5.75 – \$5.99	11%
\$5.00 – \$5.24	8%	\$6.00 – \$6.24	12%
\$5.25 – \$5.49	9%	\$6.25 – \$6.49	13%
\$5.50 – \$5.74	10%	\$6.50 – \$7.00	14%

Prices based on Department of Energy weekly U.S. Regular Reformulated Retail Gasoline published at: www.eia.doe.gov

Gratuity: Our chauffeurs are paid to provide the BEST service you will receive in the industry, thus we do not require any additional gratuity. Should you wish to compliment your chauffeur for his or her above and beyond service with gratuity you are welcome to do so. For your convenience gratuity can be added to your bill or given direct to your chauffeur.

ADDITIONAL CHARGES, IF APPLICABLE: Out of town trips will incur a 7% additional fuel charge. **Baggage Handling:** For groups traveling to or from the airport there is an additional baggage handling fee of \$1 per person for luggage and \$2 per person for golf bags. This also applies for groups with golf clubs to and from the golf course. These charges are given to the chauffeur.

ADDITIONAL INFORMATION

SPECIAL PROM RULES: THERE WILL BE NO TOLERANCE OF ANY TYPE OF SMOKING, DRINKING OF ALCOHOLIC BEVERAGES OR BEHAVIOR THAT IS UNCIVIL, LEWD, AND/OR ILLEGAL. ANY BEHAVIOR THAT VIOLATES THE ABOVE LISTED CONDITIONS OR THAT MAY CAUSE HARM TO PASSENGERS, CHAUFFEUR AND/OR THE VEHICLE WILL RESULT IN TERMINATION OF SERVICE AT WHICH POINT THE PARENT IN CHARGE WILL BE CONTACTED TO RETRIEVE PASSENGERS. IF THE TRIP IS TERMINATED A MINIMUM 10% GRATUITY WILL BE ADDED FOR THE CHAUFFEUR'S INCONVENIENCE.

VEHICLE CLEANLINESS IS THE RESPONSIBILITY OF THE GROUP. A cleaning fee of up to \$250 may be assessed for trash, unsanitary debris, regurgitation and/or spills left in the vehicle. Additional fees could be invoiced to correct damages and sanitation standards. ANY PHYSICAL DAMAGE done by the group will result in an additional assessment for repair, replacement, parts & labor. Broken or missing glasses will be charged at \$10 each.

SECURITY DEPOSIT: A security deposit of \$150 is added to every reservation to ensure that the vehicle is returned in satisfactory condition. Every vehicle is inspected within 24 business hours. If there are any unsatisfactory conditions, they will be documented and turned into the accounts department with a dollar value established. This amount will be removed from the \$150 deposit and the remainder will be released back to you. If the assessed amount exceeds the \$150 deposit then the additional charges will be applied to the card that was authorized.

NO SMOKING: SMOKING IN A COMMERCIAL VEHICLE IS ILLEGAL AND IS NOT ALLOWED IN ANY OF OUR VEHICLES. Please make sure all of your guests are aware of this policy. Any signs of smoking in the vehicle will result in a minimum mandatory \$100 cleaning fee. If any signs of smoking are detected the chauffeur reserves the right to immediately terminate the trip, and bill the full contracted amount. If the trip is terminated a minimum 10% gratuity will be added for the chauffeur's inconvenience.

Beverages/Snacks: For all trips reserved for more than 3 hours, we will provide complimentary chilled bottled water and ice. For the safety of your group, we do not allow glass bottles; plastic bottles and canned beverages are allowed.

NO OPEN CONTAINERS WILL BE ALLOWED TO BE BROUGHT ONTO THE VEHICLE (EVEN IF THEY ARE NON-ALCOHOLIC.)
The parent in charge may bring unopened non-alcoholic beverages on board the vehicle.

Classic Car Rental: It must be recognized that classic BENTLEY-ROLLS motorcars are very valuable antique vehicles. Because of this, BEST Transportation does not allow any food in the vehicle and allows limited beverages to be consumed in the vehicle. You may have champagne, white wine and/or clear liquids. The vehicle is equipped with champagne glasses and has a champagne bucket but we do NOT provide champagne or any liquor. Champagne bottles must be opened outside the vehicle so that no corks are popped in the vehicle for safety purposes. We reserve the right to either substitute a vehicle(s) due to weather conditions, mechanical breakdown or other event(s) that may prohibit us from provision of that vehicle(s). In the case of using a different vehicle the rules for beverages in the car may be different based on that vehicle and/or company.

SAFETY: The group will respect the chauffeur's judgment regarding safety of the passengers and vehicle. The chauffeur reserves the right to terminate the trip at any time, with no refund of monies. If the trip is terminated a minimum 10% gratuity will be added for the chauffeurs inconvenience. BEST Transportation does not provide child safety seats. Parents and guardians of children traveling in BEST Transportation vehicles are responsible for providing and installing child safety seats in accordance with state and federal laws.

PERSONAL ITEMS: BEST Transportation assumes no responsibility for lost or damaged baggage, personal belongings or any items left in the vehicle.

PASSENGER COUNT & COMFORT: The stated capacity of a vehicle is based on the manufactures recommendations and or is based on sixteen inches per seat; we recommend that groups consider additional space for comfort purposes.

Note: Summer dates – on warm weather days if you choose to have the vehicle at maximum passenger capacity it may dramatically affect the cooling ability of the vehicle. So for your passengers comfort we suggest you consider this when finalizing your passenger count and/or when selecting the size vehicle.

PAYMENT INFORMATION

DEPOSIT: 50% PAYMENT WAS CHARGED ON YOUR CREDIT CARD ON FILE TO SECURE THIS BOOKING. PAID: \$

FINAL PAYMENT AUTHORIZATION: Up to 72 business hours before your scheduled date we will authorize your credit card with the final balance an additional hour and the above mentioned security deposit; this is done to ensure final payment. This amount is NOT a charge it is just an authorization to verify the availability of the funds in case you need to use the vehicle over your planned time or there are any additional charges as stated in this contract. **DEBIT CARDS:** In the case of Debit Cards during this authorization process your bank does typically hold this amount in your account so these funds will not be available to you until we do the final billing.

PAYMENT: Final payment will be charged after the transportation is complete on the credit card on file. The driver's paperwork will be reviewed to verify final times of service and the vehicle inspected for any additional charges that may apply. A final receipt will be sent to you within 72 business hours after the event. Chauffeurs are not allowed to collect any final payment in cash.

PAYMENT TYPES: CASH, CHECK, AMEX, DISCOVER, VISA, MASTER CARD Note: Cash and check payments must be made 14 days prior to the transportation date at Best Transportation's Corporate Office. We still must have a credit card on file that can secure any additional charges that may occur. Or we will need a cash security deposit of \$250 that will be refunded after the event if there are no additional charges incurred.

APPROVED DIRECT BILLING: If you have an approved direct billing account then all charges will be billed within 72 business hours after the event or according to the set up of your account.

Acct Number: XXXX XXXX XXXX	Exp Date:		
Billing Address:	City:	State:	Zip:
Name on Credit Card:	Signature: X		

CANCELLATION

CANCELLATION: If the Group cancels the transportation the following cancellation fees will apply. Cancellation fees will be based on estimated transportation charges for the vehicle cancelled with a minimum of \$100 charged to all cancellations. 47/57 Passenger Motor Coaches have a minimum cancellation fee of \$150. Note:

RESERVATIONS MADE MORE THAN FOUR (4) MONTHS BEFORE THE EVENT:

Number of Days Cancelled <u>After Reservation Was Placed</u>	Cancellation Fee:
2 - 30	\$100 Administration Fee
31 - 60	25%
61 - 90	50%
91 - 120	75%
121+	100%

RESERVATIONS MADE LESS THAN FOUR (4) MONTHS BEFORE THE EVENT:

Number of Days Cancelled <u>Before The Reservation Date</u>	Cancellation Fee:
120 - 105	\$100 Administration Fee
104 - 90	25%
89 - 75	50%
74 - 60	75%
59 or less	100%

CONDITIONS OF AGREEMENT

LIABILITY: Neither the Group nor any passenger shall use the vehicle for any activity that is illegal or prohibited under any applicable law, rule or regulation. The Group shall be liable for any damages to the vehicle caused by any of its passengers. Further, the Group shall indemnify, defend and hold harmless BEST Transportation of St. Louis, its management company and their respective employees from and against any and all such losses, damages and claims that are the result of the negligence, fraud or intentional misconduct of the Group or its passengers. Subject to foregoing, BEST Transportation of St. Louis shall have no liability whatsoever for any samples, displays, property or personal effects left in the vehicle by the Group or the passengers. **ADDITIONAL CHARGES:** The authorized signature person for this group is responsible for paying the final bill including any additional time charges, cleaning fee and/or damages. **DAMAGES:** The Group is responsible for any damage done to the vehicle by any passenger as a result of this contract. If the damages result in the trip being terminated, the group will still be responsible for the minimum rental period per this contract. **SUB-CONTRACT:** We reserve the right to sub-contract this group's transportation.

SERVICES: BEST Transportation shall not be liable for circumstances beyond its control including but not limited to weather, road conditions, extreme weather temperatures, and breakdowns; we reserve the right to subcontract and/or substitute vehicles.

Should there be any issues that affect the client in any way BEST Transportation reserves the sole right to determine what if any recompense as well as the manner of said recompense to the client or affected party. BEST considers its reputation as well as the perspective of its clients in every decision it makes and strives to satisfy every client's considerations.

Classic Car Rental: It must be recognized that classic BENTLEY-ROLLS motorcars are both unique AND antique vehicles. Because of this, BEST Transportation reserves the right to either substitute a vehicle(s) due to weather conditions, mechanical breakdown or other event(s) that may prohibit us from provision of that vehicle(s). In the case of client cancellation, the DEPOSIT is non-refundable.

ACCEPTANCE OF AGREEMENT

To make this a **DEFINITE** booking, please review the contract carefully, sign and return a copy within **5 business days** of the date on this contract. If we do not receive the signed contract by this date, we will cancel your transportation. **Send to: BEST Transportation, 9930 Meeks Blvd St. Louis, MO 63132 or via fax to (314) 991-4811.**

On behalf of the Group, I hereby accept the above stated terms and conditions and further warrant that I have authority to sign on behalf of the group. A facsimile or photocopy signature on this contract, any amendment or any notice delivered from one party to the other shall have the same effect as an original signature.

**Justin Bisher, Special Event
Coordinator**

BEST Transportation of St. Louis

December 29, 2008

Prom Attendee Signature

Prom Attendee Name

Date

Parental Authorization Signature

Parental Name & Relationship

Date