

RIS T&C 2024 until updated

Dear Valued Customer,

Please read and confirm acceptance of the following terms & conditions of your reservation and use of RIS Limousine LLC services. Once retainer is paid then T&C are in effect. **Thank you in advance. RIS Management**

Prepared by & legal action by Richman Law Firm, 213 Veterans Memorial Blvd Cumming, GA 30040 Phone: (678) 829-2826

Mediation Clause :

In the event of a dispute arising from or relating to this agreement or the services provided, the parties agree to engage in mediation to resolve the dispute. The mediation shall be conducted by a mediator chosen by RIS Limousine LLC, and the location of the mediation shall be determined by RIS Limousine LLC. The costs of mediation shall be borne by you and not RIS Limousine LLC. RIS Limousine LLC will attend at least 4 hours of mediation as a good-faith attempt to resolve any issue you may have. This mediation clause does not preclude either party from seeking legal remedies if mediation does not resolve the dispute.

How to pay the retainer & reservation :

Retainer can be paid in any form : Credit card -or- Check w/out any penalties or "Admin Fees"

A Non-Refundable Deposit required at time of booking : *25% is required to hold your reservation date and time upon booking

- Late bookings -or- "Last minute" can be required to put up to 50% deposit.

Deposit will be collected via house Invoicing program (ZoHo Invoice) 3 stages of your contract

- 1. "Estimate" : email – This is your quote & you will be prompted to accept to move forward showing your agreed cost of event
- 2. "Retainer Invoice" : email - Which will have the deposit amount listed. If all is acceptable, click on blue link to pay by Credit Card
- Once the retainer is paid by credit card then It will notify you the booking is confirmed & receipt sent
- 3. "Invoice": email -Balance is not due until day of event (on or before driver arrives) see below "how to pay balance"

The Deposit is NOT refundable for any reason once charged. RIS reserves the right at their discretion to refund or convert any portion into a "Credit against further booking" but this should not be expected if a cancellation request is within 45 days of event (deposit is void)

How to pay balance : all final payments must be give to driver before the event or any movement w/out prior approval w/ RIS Management

CASH (Recommended) day of the event – Please put in a separate envelope to / RIS LIMO / and hand it to the driver before any event starts. If paying by cash, it must be presented to the driver before any loading

Check payment - must be paid 30 days prior to event mail to : RIS Limousine 110 Nathans Ridge, Ball Ground, GA 30107 to be applied to your invoice once recv'd

Credit Card – Anytime throughout contract up to day of event -ADMIN FEE 5.5% will apply- Due to rising cost RIS

❖ Important note(s):

- Drivers will have no way of billing credit cards or ability to give change.
- Any check returned for insufficient funds is subject to a \$50.00 fee. If applicable, authorities may also be notified & prosecuted
- *The Balance is NOT refundable for any reason once charged. RIS reserves the right at their discretion to refund or convert any portion into a "Credit against further booking" but this should not be expected if a cancellation request is within 30 days of event / arrival date (all deposit is void w/ RIS having no chance to re-book)*

All Quotes Fuel Surcharge (FSC) applies :

FSC - **Current prices :** (Fuel Surcharge/vehicle may or may NOT be needed at time of event) [[weekly updated charge]]All quoted based on UNDER \$3.25/gal Fuel cost (-\$3.34/gal= no charge- FREE){+\$3.35-\$3.75/gal= \$15/vehicle} {+\$3.76-\$4.25/gal= \$25/vehicle} {+\$4.26-\$4.75/gal= \$37/vehicle} {+\$4.76-\$5.10/gal= \$50/vehicle}{(+\$5.11/gal= \$75/vehicle) [Georgia average gas prices](#) for Cherokee county.

Gratuity / Tip For Weddings & Quinceañera

The Gratuity / Tip is included & already paid-added to invoice You can always pay more directly to the driver if you choose. because most of these events the person paying bill is not person riding on event - This is already paid so guests can enter & exit w.out any payments due to driver(s)

Gratuity / Tip For all other events :

- Your gratuity / Tip to driver was NOT included in balance and you are expected to pay this direct to driver, 15%-20% is normal/ min 15%
- if NO TIP if given after job is complete : We reserve the right to invoice your Credit Card 20% + 5.5% processing fee + tax = add on to your bill
- if there was a Driver issue - please contact management ASAP to explain // If you want to make other arrangements and pay "all -in" invoice - just ask and pay tip on Credit Card

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Charge backs on ANY Credit Card transaction :

- If any charges at any time are disputed and "charged back" causing RIS to not be paid this is to serve notice that RIS Attorney will seek a lawsuit. You will be liable for all unpaid charges and all Attorney fees.
- STRIPE - (credit card company) informs us that there is a pending dispute, We will dispute the charge back & contact our attorney. This will serve as notice that RIS will add on @ 3% daily + all attorney fees for any monies being held in CC dispute. This could take up to 6 months to resolve & then a lawsuit will be filed.

Damages &/or Overtime not agreed to

We want you to have fun but all we ask is be respectful of property & drivers. No one wants extra charges.

- OT (overtime) = billed @ 30 min segments (x) your hourly rate any & all time after your agreed stop time as per listed on original email quote
- \$10.00 flat fee = Any broken, chipped or stolen glassware (that is NOT Plastic/disposable)

Any of these offenses below are termination of event w/ RIS Limousine :

If the person refuses to pay, then the renter of the vehicle is ultimately held liable for payment(s) listed below & anyone they allow into the vehicle. no different than a hotel room or rent-a-car)

You must pay all damages IMMEDIATELY when they happen / driving is over -- RIS driver will bill you via VENMO -or- take you to a ATM for cash

- \$250.00 flat fee = **NO SMOKING** (or Vaping) of any kind at any time - your ride can be terminated after payment or if smoking / vaping continues
- \$350.00 flat fee = Any cleanup of **vomit or human waste or fluids** of any kind - your ride could be terminated ([we always offer waste-bags for free](#))
- \$350.00 flat fee = **Opening of any Fire Extinguisher** - cleanup fee - your ride is terminated (YOU will be liable for medical issues of any person inside)
- \$500.00 flat fee = Any **damage to speakers or stereo** in any Limousine/Vehicle due to excessive volume &/or Bass sounds. (Repair / Exchange & Labor)
- \$500.00 EACH = **Opening or damage to ANY emergency window or hatch** that is sealed for emergency only. (reseal may +\$500 see general repairs)
- **General repairs** / seat repairs or Misc. items broken = Billed at Cost + Labor + Any Missed Jobs (due to the damage caused to RIS Property) = cost will be billed to you once known as Invoiced to RIS for any Damage (anything not listed above falls under "general Repairs & then billed Cost ++

Expected Behavior:

RIS Limousine LLC is committed to providing a safe and respectful environment for all passengers and staff. Any form of sexual harassment, whether verbal, physical, or otherwise, by you or any of your guests directed at passengers, drivers, or any personnel associated with our services is strictly prohibited. Violation of this policy will result in immediate termination of service without refund, police intervention, and potential legal action.

Any of these offenses below are termination of event w/ RIS Limousine : **If any of the below occur then the Police (911) will be called & Job will be Canceled at that time. You will be left at that site w/ police**

- No fighting or Violent Behavior towards anyone in or out of the vehicle including driver.
- No Illegal Drugs of any kind are permitted.
- No weapons permitted at any time unless you are law enforcement or approved by RIS before the job.
- No harassing (verbal or physical) towards the driver especially when they are driving
- Under 21 yrs. old drinking : If you are under 21 yrs. old - Drinking any form of alcohol in any RIS Vehicle is prohibited
- ★ We will check I. Ds of everyone. Absolutely no "Personal Drinks" under 21 yrs. old allowed in vehicles in any containers

If someone under 21 is caught drinking alcohol or a personal drink in any containers not supplied by RIS the Police (911) will be called

Personal Damage & Physical Persons:

RIS Limousine LLC is not liable for personal injuries sustained by passengers or physical damage to passengers' belongings during the service period, except as mandated by applicable law. We encourage all passengers to secure personal insurance for such incidents. Questions on this, please notify RIS Limousine LLC in writing (book@rislimo.com) within 24 hours of the service's completion.

Lost and Found Policy :

RIS Limousine LLC takes the matter of lost and forgotten items seriously. If a passenger loses an item while utilizing our services, they are required to notify RIS Limousine LLC in writing (book@rislimo.com) within 24 hours of the service's completion. This notification should detail the item lost and any pertinent information that may assist in its recovery. Our team will make all reasonable efforts to locate and return lost items. However, RIS Limousine LLC cannot guarantee the recovery of lost items and is not responsible for any item whatsoever.

Misc & Force Majeure :

- ❖ Force Majeure, Epidemic or Pandemic or Act of God to include Weather related beyond control
Definition = Force Majeure is a common clause in contracts that essentially frees both parties from liability or obligation when an extraordinary event or Circumstance beyond the control of the parties, such as a war, strike, riot, crime, epidemic or an event described by the legal term act of God, prevents one or both parties from fulfilling their obligations under the contract.
 - ❖ Company is not responsible for delays caused by traffic before – during -or after job: This should have been considered in your estimate to us at time of quoting. Long delays can and will use up your hours of service quoted and could cause you to shorten your event or overtime to be billed (examples to consider: Concerts / Football Games / Downtown ATL events around rush hour traffic or schools letting out)
 - ❖ **Company is not liable in the event of mechanical breakdown while on charter and will only be responsible for making up lost time at a mutually agreed date.**
 - ❖ In the event the contracted vehicle experiences mechanical problem, accidents, overbooked, or has been delayed by another customer, RIS has the right to substitute a like vehicle or vehicle with adequate seating capacity and RIS will not be held responsible to compensate customer otherwise
 - ❖ We reserve the right to refuse service to anyone and return the deposit -or- cancel any job at any time as we see necessary due to infractions of our Terms & Conditions or violations
 - All Events "Previously Booked" can be rescheduled at no cost : advise RIS of new date & we will work with you get your date covered
 - Future dates are subject to 1st booking - so a replacement vehicle may be needed the longer you wait
 - RIS will gladly re-adjust your final invoice to new arrangements made due on new date set in future
 - Example: Prom Canceled ---> allow kids to use Limousine during a summer day to get out of the house
 - Example: Wedding Canceled ---> use the credit for B&G to use during their 1st anniversary night out celebration ?
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Read only for renting Vintage car = Important details on Vintage car : Some or all may apply to your quote---

You are considering the most expensive option... These cars are very expensive to operate - 1 mile &/or "just a block down the road" = the price is the same ! (same requirements exist to do the job). Look over quote as RIS always offers OTHER VEHICLE CHOICES (if avail) because we are not forcing prices on you & we do offer every size where many others do not. If you do not provide a destination then RIS assumes a swap car will be needed. - this can be avoided by giving destination or you provide swap car - but RIS will provide from our fleet

(All Vintage) Can only be driven on concrete, asphalt or hard gravel roads & will NOT travel dirt only, Mud -or- unmaintained roads (Ask us if your venue is acceptable if in question -don't just assume we cannot do your venue) Remember these vehicle(s) . Due to age(s) 55-60-74 yrs old & value, lack of newer safety features & lack of replacement parts decreasing, we do our best to limit this vehicle for drop off to preserve these beautiful classics

We avoid Interstate driving as much as possible since these classics were not meant for today's speeds - most traveling +65-70 mph or more & our max is around 45-55 mph (We will not take these vehicles down any extreme dirt or hazardous roads // winter trips are day2day for SNOW (Jan-Feb & parts of March) - vehicles are subject to severe weather conditions (extreme rain or snow & Icy) all of these are for our safety and yours = If this is an issue it will be addressed on day of wedding and delayed arrival -or- possible replacement vehicle will be sent. (as a last resort) // - again, this is a day-by-day decision, and your wedding comes 2nd = Your overall safety is much more important to us

RIS reserves the right to enforce a swap car even if miles are under max distance (Ask us more about why you may have to swap vehicles during trip)

SWAP CARS - Only if "add on is required" [+15-25 miles from sendoff] After pictures, You will leave your wedding in the Vintage vehicle, then switch/swap to another vehicle will be done off-site - no one will see anything but the Vintage car you left in --> this is a 2 min process and done 40-50x a year. simple & fast = most are actually happier w. today's comfort levels & climate control.

TOWING: If your venue is out-of-range for us to drive car there (+15-25 miles) Areas in North GA & ATL + other locations - require us to tow vehicle (separate driver & truck w/ trailer for vintage car) to venue requiring extra cost & driver this is done w.out your knowledge but may explain the higher cost on quote. You can google RIS Limo location to see how far away your venue is (feel free to ask if we are towing or driving at any time)

These are the terms and conditions / Thank you for your business / Ride In Style ! - RIS Limousine Management