

Your Ultimate Life (Denver Life Limo) Terms & Conditions + Liability Waiver

By accepting the Terms & Conditions of this Agreement, you (“Customer”) are accepting responsibility and personal liability for negligent errors and omissions; you are also releasing Your Ultimate Life LLC (“YUL”) dba Denver Kids Limo and, by way of illustration and not limitation, its owners, managers, employees, affiliated drivers, affiliated advertisers, affiliated service providers, and independent contractors (collectively referred to as the “Company”) from any and all liability resulting from any damages, loss or injury suffered by you, your guests or invitees. You are further indemnifying the company from any and all liability resulting from any action or omission resulting in liability to the Company.

This Agreement establishes a contractual relationship between the Company and you, the Customer. After reviewing these terms below (the “Agreement”), and in order for your reservation to be confirmed, you must indicate your acceptance of the Terms & Conditions of this Agreement in its entirety. Your failure to accept the Terms & Conditions of this Agreement will result in an unconfirmed reservation.

[SECTION A: TERMS]

The Customer agrees to the following terms:

1. Any incidentals, specifically damaged, broken or missing items, are subject to replacement fees, service charges, and/or administrative fees.
 - a. **Broken window(s) @ \$2500+ each**
 - b. **Food is not permitted in our vehicles. Gum or food stains @ \$250+ each occurrence**
 - c. **Stained, ripped or torn carpet @ \$500+ each**
 - d. **Seat tears or burn holes @ \$500+ each**
 - e. **Vomiting @ \$300+ each occurrence**
 - f. **Pets in vehicle @ \$300+**
 - g. **Throwing items out of the vehicle @ \$150+ each occurrence**
 - h. **Damage to stereo, speakers, aux or USB jacks/cables @ \$250+**
2. Upon any discovery of the above incidentals, YUL reserves the right to cancel the rest of the ride without a refund for any remaining time. Help us take care of our vehicles and please be considerate of our driver's time.
3. Candy Bar- All candy provided is available to the guests and must only be consumed inside the vehicle. Candy is not permitted to be taken out of the vehicle. For variety and experience we provide more candy than covered by the charge to client.
4. No pets are permitted inside our vehicles. Evidence of pets being brought into our vehicles will result in a minimum fee of \$300, and cancellation of the rest of the ride without any refund.
5. No tobacco use is permitted inside our vehicles, including but not limited to Blunts. Evidence of tobacco use will result in a minimum fee of \$300, and cancellation of the rest of the ride without any refund.

Your Ultimate Life (Denver Life Limo) Terms & Conditions + Liability Waiver

6. The following 'standard cleaning procedures' are included in the base rate: Surface cleaning, cup and napkin trash pick up disinfecting, vacuuming.
1. The 'standard cleaning procedures' are limited to conventional turnover cleaning standards between groups. While we do take COVID-19 into serious consideration by paying special attention to eliminating the spread of the disease by applying rigorous cleaning practices, certain messes fall outside of the scope of what's included in the base rate; the following incidentals are NOT covered under the 'standard cleaning procedures':
 - a. Spillage of any kind, excessive amounts of garbage or left-behind items, dab/ concentrate or any marijuana related residue on surfaces, seats or carpets, wax spillage and/or candle residue, broken/damaged glasses or decanters, broken/damaged equipment, fixtures, or features inside or outside the vehicle, glitter, silly string, and any tobacco, cannabis or alcohol-related mess.
 2. The Customer hereby agrees and authorizes YUL to charge the credit card on file for any necessary deep-cleaning, and/or any damages that result from passengers' negligence or accidents.
 3. No shirt, no shoes, no service! All passengers must be appropriately dressed. Driver reserves the right to refuse service and discontinue the ride in progress, without refunding any remaining time. No rollerblades, roller skates, etc.
 4. If minors are caught in possession of liquor or cannabis, charter will be terminated and all monies paid are non-refundable.
 5. Standing on the seats, or sitting on the tops of the seats is not permitted and will immediately result in a terminated ride without refund.
 6. ***IF YOUR RIDE GOES OVER 15 MINUTES FROM YOUR SCHEDULED DROP-OFF TIME, YOU WILL BE BILLED AN ADDITIONAL HOUR @ \$99/HOUR.***
 7. **After the 15th minute beyond your scheduled delivery time, we cannot offer any flexibility with split payments, or late drop-off exceptions. You authorize YOUR ULTIMATE LIFE LLC DBA DENVER LIFE LIMO to bill an additional hour to your card on file.**

[SECTION B: PAYMENT POLICY]

1. Reservations must be paid in full by or at time of pick up.

Your Ultimate Life (Denver Life Limo) Terms & Conditions + Liability Waiver

2. All bookings are non-refundable. Bookings must be made through denverlifelimo.com
3. Your credit card billing statement will show a transaction from "*Your Ultimate Life LLC*".

[SECTION C: CANCELLATION POLICY]

1. Buyers Remorse: In the event the Customer wishes to cancel a reservation less than 24-hours after booking, a full refund will be provided.
2. YUL reserves the right to cancel reservations and/or refuse service to anyone.
3. All sales are final. All reservations are non-refundable.

[SECTION D: RESERVATIONS AFFECTED BY COVID-19]

1. You will have 365-days from your original arrival date to re-book your reservation and utilize 100% of your credit.
2. A difference in fare may be applicable, depending on which day/time you reschedule for.
3. YUL cannot guarantee availability; reservations are confirmed on a first-come, first-served basis.
4. YUL reserves the right to refuse refunds under any circumstances.
5. If a reservation affected by COVID-19 needs to be rescheduled for different dates, the reservation must be modified before the original arrival date in order to apply any payment towards the rescheduled reservation.
6. Only one (1) rescheduling is permitted for each reservation affected by COVID-19. After the dates of the reservation are rescheduled, any cancellations thereafter will result in forfeiture of any payment received by YUL.

[SECTION D: LEGAL DISCLAIMERS]

Arbitration: The Customer agrees that any dispute concerning, relating to, or referred to this Agreement, your occupancy of the limo, the website or any other literature concerning your relationship with the Company, shall be resolved exclusively by binding arbitration to be conducted by the American Arbitration Association and which shall occur in the state of Colorado, according to the then existing Commercial Rules of the American Arbitration Association. Such proceedings shall be governed by substantive Colorado law.

Exclusive Governing Law and Exclusive Jurisdiction: If the right to seek arbitration is for any reason waived by both parties, this agreement and any actions and proceedings brought hereunder shall be governed by the laws of the State of Colorado, without regard to conflict of law principles and any action filed in the District Court for the City and County of Denver, Colorado.

Your Ultimate Life (Denver Life Limo) Terms & Conditions + Liability Waiver

Amendment: No amendment to this Agreement will be effective unless made in writing and signed by both parties.

Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors, and administrators of the parties hereto.

Attorney's Fees: In the event of litigation arising from or related to this Agreement, or the services provided under this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all reasonable costs, including staff time, court costs, attorneys' fees, and all other related expenses incurred in such litigation. In the event of a non-adjudicative settlement of litigation between the parties or a resolution of a dispute by arbitration, the term "prevailing party" shall be determined by that process.

Choice of Law and Venue: This Agreement shall be interpreted in accordance with the laws of the State of Colorado without regard to its choice of law rules and the Parties agree that the exclusive venue for all disputes arising under this Agreement shall be the State or Federal courts sitting in Colorado and both Parties submit to the jurisdiction thereof.

Counterparts: This Agreement may be executed in one or more counterparts, each of which will be deemed an original and part of one and the same document.

Entire Agreement: This Agreement represents the entire rental agreement and supersedes and replaces any previous agreements, oral or written, between the parties with respect to such matters.

Severability: If any provision of this Agreement is partially or completely unenforceable pursuant to Law, that provision will be deemed amended to the extent necessary to make it enforceable, if possible. If not possible, then that provision will be deemed deleted. If any provision is so deleted, then the remaining provisions will remain in full force and effect.

Waiver: No waiver by either Party of any right at any time will serve to waive of the same right at any future date or preclude enforcement of such right in the future.

[LIABILITY RELEASE; DISCLAIMER]

The Customer hereby acknowledges that the Company, Vehicle Owner(s), Drivers, Chauffeurs, Concierges, and any employee, partner or contractor of YUL, including but not limited to independent contractors or affiliate service providers, shall not be held responsible for or liable for:

Any damages, injury or loss incurred by the Customer as well as any passenger, invitee or guest of the Customer whatsoever or howsoever occurring while the Customer is in occupancy of the vehicle, whether or not such is due to any failure to comply with Terms & Conditions or rules of the rented vehicle.

Your Ultimate Life (Denver Life Limo) Terms & Conditions + Liability Waiver

Any injury or loss suffered by the passengers, their invitees or guests whatsoever or howsoever caused due to the negligence of any individual or entity.

Any damages, injury or loss suffered by the customer or any occupant, their invitees or guests, no matter whatsoever or howsoever the damage, injury or loss was caused.

All customers and occupants are hereby advised to take specific care of themselves, their possessions, and their portion of the occupied vehicle throughout their reservation.

Any inconvenience or damage caused by mechanical failure, construction or human error shall be non-actionable.

ACKNOWLEDGEMENT

By checking the "I AGREE BOX," I indicate that I have, on the date entered, read and understood this document and the liability form and I acknowledge that it affects my legal rights and agree to be bound by its terms.

By AGREEING, I signify my intention to waive claims and indemnify the Company, its owners, managers, employees, affiliated vehicle owners, affiliated advertisers, affiliated service providers, and independent contractors from any liability for damages, loss and injury of any and all kind whether such includes, by way of illustration and not limitation, personal injury, property damage or wrongful death which the Customer or its guests/ passengers or invitees might suffer during participation in the hospitality services provided by YUL.

I acknowledge that I have read, understood and hereby agree to the Terms & Conditions of this trip set forth above and herein.

I sign this Agreement knowingly, willfully and voluntarily.

Print name: _____

Sign name: _____