



Lucky Limousine/Lucky Transportation  
4195 West Diablo Drive  
Las Vegas, NV 89118  
Phone: (702)733-7300  
FAX: (702)740-8087  
CPCN 1057/2078

## Affiliate Service Agreement

THIS TRANSPORTATION SERVICE AGREEMENT is made by and Lucky Limousine and Lucky Transportation, with its principal address of business at 4195 W. Diablo Drive, Las Vegas, NV 89118 and \_\_\_\_\_ (Affiliate), having its principal address of business at \_\_\_\_\_ and dated \_\_\_\_\_.

**WHEREAS**, Lucky Limousine and Affiliate each operate and manage the provision of chauffeured transportation services for clients; and

**WHEREAS**, Lucky Limousine has requested Affiliate to provide such chauffeured services to Lucky Limousine Customers and Affiliate has requested Lucky Limousine to provide such chauffeured services to Affiliate Customers; and

**WHEREAS**, Lucky Limousine and Affiliate have agreed to provide such chauffeured services to each other pursuant to the terms and conditions set forth in this Agreement.

**THEREFORE**, Lucky Limousine and Affiliate agree as follows:

### 1. Obligations of Parties

- 1.1 **Services.** Both Parties agree to provide chauffeur driven vehicles for transportation of Customers in accordance with industry and professional standards and such further services as may be reasonably required by either party from time to time and agreed by both Parties.
- 1.2 **Customer Service Standards.** Both Parties shall ensure that all chauffeurs engaged in the performance of the Services shall carry out their duties in accordance with standards common in practice.
- 1.3 **Vehicles.** Both Parties shall ensure that all vehicles provided for the provision of services shall be of the type and standard requested for service to Customer unless specific permission is granted prior to time of service.
- 1.4 **Substitute Vehicles.** Both Parties shall provide a substitute vehicle in the event of any breakdown or accident within the shortest period of time. The vehicle's chauffeur shall notify the referring party immediately of any breakdown or accident. The Parties agree to provide a substitute vehicle of their own or a licensed taxi at the expense of the party providing the actual transportation service to the Customer.
- 1.5 **Additional Services.** Both Parties shall use all reasonable efforts to provide additional services requested by the passenger and shall notify each other of the requests as soon as possible.
- 1.6 **Communications.** Both Parties' chauffeurs shall carry mobile phones and shall be switched on while providing service to Customers.
- 1.7 **Delays.** Both Parties shall notify one another when delays of service are about to occur prior to scheduled pick up time.
- 1.8 **Incident Reporting.** Both Parties agree to report all incidents regarding service to Customer immediately by telephone or email and shall provide a detailed report in writing of any incident.

**2. Sub-Contracting of Obligations.** Neither Party shall be entitled to assign or sub-contract its obligation to provide services without prior express written consent of the other Party.

### 3. Payment

- 3.1 **Lucky Limousine Fee Schedule.** In consideration of services provided by Lucky Limousine under this Agreement, Affiliate shall pay Lucky Limousine such charges as are specified in the NET Pricing Sheet (attached if applicable). FSC subject to change
- 3.2 **Affiliate Fee Schedule.** In consideration of services provided by Affiliate under this agreement, Lucky Limousine shall pay Affiliate such charges as are specified in the agreed upon fee schedule (Affiliate - please attach rate schedule to this Agreement).
- 3.3 **Credit Card Payment Plan:** Payment for services due to Lucky Limousine for account with payment by credit card will commit and agree that such due amount will be deducted from Card on File the following business day for the total amount minus any credit or deposit balance.
- 3.4 **Annual Rate Adjustment.** Rates may be adjusted on an annual basis. Rates for the next calendar year must be submitted to the other Party by October 1 each year. Each party will approve new rates within thirty (30) days and agreed upon new rates will commence January 1 of the following year. **EXCEPTION:** Fuel surcharge will be determined monthly on the twenty-fifth day of each calendar month referencing United States Department of Energy West Coast (PADD5) and Schedule NAC 706.3555.

- 3.5 Zone Pricing Minimums of Service As per company standard, non-mini coach vehicle charter times and walk up pricing is based on a garage to location to garage differential. Although actual times may be less than stated, current tariffs are based on a zip code Zone map of the greater Las Vegas Valley.

Should a charter or walk-up (kelly) service be: Initiated, stopped in or completed in a zip code within that Zone, it will be imposed with no less than the minimum stated pricing schedule. Should the time of services exceed the minimum time for Zone, it will be subsequently billed by actual time used in no less than ½ hour increments. Vehicle base services, fuel fees and driver gratuities will be assessed with the same increment.

Zone 1: 1 hr minimum Zip Code: 89074\*, 89101\*, 89102, 89104\*, 89106\*, 89107, 89109, 89113\*, 89117\*, 89118, 89119, 89120\*, 89121\*, 89123\*, 89145\*, 89146, 89147\*, 89148\*(Contract Specific based on greater than 200 services hours monthly)

Zone 2: 1.5 hr minimum Zip Code: 89002, 89004, 89005, 89009, 89011, 89012, 89014, 89015, 89012, 89030, 89031, 89032, 89044, 89052, 89054, 89070, 89074\*, 89081, 89084, 89085, 89086, 89087, 89101\*, 89104\*, 89106\*, 89108, 89110, 89113, 89115, 89117\*, 89120\*, 89121\*, 89122, 89123\*, 89124, 89128, 89129, 89130, 89131, 89134, 89135, 89138, 89139, 89140, 89141, 89142, 89143, 89144, 89145\*, 89147\*, 89148\*, 89149, 89156, 89161, 89165, 89166, 89178, 89179, 89183, 89191

Zone 3: 2 hour Zip Code: 89004, 89005, 89044, 89054, 89124

*\*Zone zip codes as indicated are split based on geographical address*

Out-Of-Town: Transportation that is not covered by "Flat Rate Hourly" or is "Out of State" will be assessed by using a standard calculating tool based on a flat per mile fee and fuel surcharge with gratuity added at 20% and is **NOT** subject to discount. Rates are based on a Garage to Garage distance. Wait time may be assessed at the standard hourly rate if applicable.

Sedan:	\$1.60	SUV:	\$1.70
Van:	\$1.80	Stretch Limo:	\$1.70
Mini-Coach:	\$2.00	Ultra Stretch Limo:	\$1.85

- 3.6 Continuous Charter Provision: Where the customer requests transportation requiring the passengers to be dropped off and then picked up again at the same location within 90 minutes of the time of drop off for further services, the transportation will be considered as on continuous charter and the customer will be charged for the interim waiting time.
- 3.7 Vehicle Damage and Clean-Up Fee: The customer will be charged the actual cost: (1) to repair damage to the vehicle caused by the passenger's intentional acts or negligence; or (2) where special cleaning beyond the carrier's normal procedure is required because of the passenger's intentional acts or negligence. Sickness fee \$250.00; cigarette burn(s) fee \$350.00; smoking fine \$100.00.
- 3.8 Control Assistance Fee: A fee of \$4.00 may be applied to all services where additional staff is required to be on location as requested by a client or needed by the guest per ride. *\*Control Assistance Fee is defined as a controller on location as designated by the client. When required to have an onsite lead staff member up to a supervisor level to coordinate passenger flow. This will be required by our clientele to assist and maintain increased volume areas on front drivers, arenas etc.*

- 4. Compliance with Laws and Regulations.** Each Party shall comply with and ensure compliance with its employees, agents and permitted Sub-contractors with all applicable federal, state and local laws, rules and regulations of any authority having jurisdiction applicable to the provision of Services.

#### **5. Indemnity and Liability**

- 5.1 **Insurance.** Each Party shall procure and maintain in full force and effect during the term of this Agreement a financially sound and reputable insurance company's policies of insurance, which apply with all applicable laws and shall include, at a minimum, the following coverage's:
- Affiliate partners are required to maintain one million dollars (\$1,000,000) in liability insurance (five million recommended, \$5,000,000).
  - Worker's compensation insurance in accordance with all applicable statutes and regulations
- 5.2 **Evidence of Insurance.** Each Party shall furnish the other with certificates of insurance evidencing compliance with this section prior to execution of this agreement and to provide a certificate of insurance to Lucky Limousine listed as a named insured. Please mail insurance certificate to Lucky Limousine, ATTN: Account Manager, 4195 W. Diablo Drive, Las Vegas, NV 89118.
- 5.3 **Additional Insured.** Each Party's automobile insurance policy shall be endorsed to name the other Party and its officers, directors and employees as additional insured's with respect to liability arising out of the use of the insured vehicles in connection with the provision of and Services.

## 6. Term of Agreement

- 6.1 This Agreement shall begin on the date ascribed above and shall continue for the term of one year, unless terminated earlier in accordance with Section 6.2 below. The agreement shall automatically renew for successive one-year terms unless one Party notifies the other Party in writing at least sixty (60) days prior to the expiration of the current Agreement of its intention not to renew.
- 6.2 Either Party may terminate this Agreement with or without cause by giving the other Party thirty (30) days prior written notice.

**7. Indemnification.** The Parties shall indemnify, defend and hold each other, their officers, directors, representatives, agents and employees harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines or judgments, including without limitation reasonable attorney's fees, costs and expenses incidental thereto, which may be suffered by, accrued against, charged to or recoverable from a party, its officers, directors, representatives, agents or employees, arising out of claims brought by third parties due to the performance of this Agreement that are based on the indemnifying party's negligence or willful misconduct.

**8. No Exclusivity.** Both Parties provide chauffeured services to Customers and acknowledge and agree that the provision of Services under this Agreement is non-exclusive.

**9. Confidentiality.** Each Party agrees that, during the Term and for a period of six (6) months thereafter, it will not use, other than in performance hereunder, or reveal to any other Person any confidential information of the other.

**10. Non-Solicitation.** Each Party agrees that during the term of this Agreement and for a period of one (1) year thereafter, they will not solicit, raid, entice or induce any Customer to cease to be a Customer of the original Party and become affiliated with or a customer of the other Party or any other Person.

**11. Force Majeure.** Neither Party shall be liable for any failure in its performance hereunder caused by an act of God, war, terrorist attack, fire, or any other cause beyond the reasonable control of that Party.

**12. Amendments.** Any amendments to this agreement will be in effect only if both Parties agree in writing.

**13. Entire Agreement.** This Agreement constitutes the entire agreement between the parties relating to transportation services.

**14. This Agreement** is to be made under and shall be interpreted in accordance with the laws of the State of Nevada, excluding its conflict of law provisions.

**15. Notices.** All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed to have been duly given when personally delivered or mailed by registered or certified mail, to the addresses herein designated, or at such other address as may be designated by notice as provided herein to the other Party.

**16. CANCELLATION AND CHANGE POLICY.** Any additions, changes, or cancellations must be committed to in writing. Any additions will be charged at the time they are added at the same rate, unless otherwise agreed upon by both LUCKY and the contract signor or responsible party. Changes will be accommodated whenever possible, and fees collected accordingly. Refunds will not apply to cancellations that cause the actual number of people to fall under the previously guaranteed number and amount of the collected payment. Consideration and review will be given to such situations as they arise. Any consideration or refunds will be agreed upon by LUCKY in writing and will be made in the same form as payment was made.

### CANCELLATION AND NO-SHOW FEES

Cancellation charges equal to the rate confirmed at time of reservation will apply unless:

- Sedans are cancelled more than three (3) hour prior to scheduled pickup time.
- Mini-coaches are cancelled more than forty-eight (48) hours prior to scheduled pickup time.
- Limousines, Sport Utility Vehicles and Vans are cancelled more than six (6) hours prior to scheduled pickup time.
- Group greeters / coordinators are cancelled more than two (2) hours prior to the scheduled arrival time.

A no-show fee equal to the base fare price of the trip, plus any applicable waiting time fee, will be charged when the passenger fails to arrive at the designated location. To avoid a no-show fee, call 1-877-546-6861 if you cannot locate your vehicle.

### LIMITATION OF LIABILITY

EXCEPT TO THE EXTENT OTHERWISE EXPRESSLY PROVIDED IN THIS SECTION, NEITHER PARTY WILL BE LIABLE TO THE OTHER PARTY (OR TO ANY PERSON OR ENTITY CLAIMING THROUGH THE OTHER PARTY) FOR LOST PROFITS OR FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN ANY MANNER CONNECTED WITH THIS AGREEMENT OR THE SUBJECT MATTER HEREOF, REGARDLESS OF THE FORM OF ACTION AND WHETHER OR NOT SUCH PARTY HAS BEEN INFORMED OF, OR OTHERWISE MIGHT HAVE ANTICIPATED, THE POSSIBILITY OF SUCH DAMAGES. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS AGREEMENT SHALL NOT APPLY TO DAMAGES, (i) RESULTING FROM THE GROSS NEGLIGENCE, OR THE WILLFUL OR INTENTIONAL MISCONDUCT OF A PARTY OR ITS PERSONNEL, (ii) STEMMING FROM PERSONAL INJURY, DEATH, OR PROPERTY DAMAGE CAUSED BY A PARTY OR ITS PERSONNEL, (iii) ARISING FROM CLAIMS FOR WHICH EITHER PARTY HAS AGREED TO INDEMNIFY THE OTHER PARTY PURSUANT TO THE PROVISIONS OF THIS AGREEMENT, OR (iv) ARISING FROM EITHER PARTY'S BREACH OF ITS OBLIGATIONS REGARDING CONFIDENTIALITY AND DATA SECURITY.

Printed Name of Authorized Affiliate Representative

Printed Name of Authorized Lucky Representative

Title of Authorized Affiliate Representative

Title of Authorized Lucky Representative

Signature of Authorized Affiliate Representative

Signature of Authorized Lucky Representative

Date Signed

Date Signed



Zone 1 is generalized as: East of Buffalo/South of Washington/West of Pecos and North of Warm Springs(I-215)

1 hour Zone -Contract Specific-Available for clients with greater than 200 hours on a monthly basis.

