

Prom **DESIGNER LIMOUSINES PROM CONTRACT (800)540-DESIGNER**

Date: \_\_\_\_\_ Day: \_\_\_\_\_ Referred by: \_\_\_\_\_

**Students Information:**

Students Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Cross Street: \_\_\_\_\_  
 Phone(\_\_\_\_\_) \_\_\_\_\_  
 Alt. Phone(\_\_\_\_\_) \_\_\_\_\_  
 Email: \_\_\_\_\_ @ \_\_\_\_\_  
 Drivers License # \_\_\_\_\_ State \_\_\_\_\_

**Prom Information:**

Location: \_\_\_\_\_ Max D/O Time \_\_\_\_\_  
 Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Phone #: (\_\_\_\_\_) \_\_\_\_\_ After Prom Location: \_\_\_\_\_

**School Information:**

Name: \_\_\_\_\_  
 Address: \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_

**Pickup Information:**

P/U Time: \_\_\_\_\_  
 Pick-Up Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 Cross Street \_\_\_\_\_  
 Phone(\_\_\_\_\_) \_\_\_\_\_  
 Alt. Phone(\_\_\_\_\_) \_\_\_\_\_

**Emergency Contact Information:**

Name: \_\_\_\_\_ Relationship: \_\_\_\_\_  
 Address \_\_\_\_\_  
 City: \_\_\_\_\_ State: \_\_\_\_\_ Zip: \_\_\_\_\_  
 Phone(\_\_\_\_\_) \_\_\_\_\_  
 Alt. Phone(\_\_\_\_\_) \_\_\_\_\_

**Please account for timing in advance, to avoid premium overtime rates on your Prom Night. NO Prom date is guaranteed until deposit and signed contract is received, by a Designer Limousines Representative!!! Ice, Water, and Soda is provided in all limousines. All changes to the original contract must be made at least 60 days prior to the prom date stated on the contract!**

Sub-Total \$ \_\_\_\_\_  
 Sales Tax \$ \_\_\_\_\_  
 Attendants (buses only) \$ *Will Notify*  
 Service Fee \$ \_\_\_\_\_  
 Grand Total \$ \_\_\_\_\_  
 1st Deposit (+/-50%) \$ \_\_\_\_\_  
 Balance \$ \_\_\_\_\_  
 Fuel\*\* / Travel Time \$ *To Be Determined*  
 2nd Deposit \$ \_\_\_\_\_  
 Balance \$ \_\_\_\_\_

A 5% Administrative Fee will be applied to all credit card charges! **NO EXCEPTIONS:**  
 Balance Due In **CASH** (15 days prior to service), **CERTIFIED CHECK OR MONEY ORDER ONLY** (day of Service). **ABSOLUTELY NO EXCEPTIONS!!**  
**\*\* Fuel Surcharges**  
 6% Fuel Surcharge if fuel prices go above \$2.00/gal  
 8% Fuel Surcharge if fuel prices go above \$2.50/gal  
 10% Fuel Surcharge if fuel prices go above \$2.75/gal.  
 12% Fuel Surcharge if fuel prices go above \$3.50/gal.  
 15% Fuel Surcharge if fuel prices go above \$4.50/gal.  
 Init: \_\_\_\_\_

A **minimum** overtime rate of \$225 + 20% gratuity per hour will be applied on all standard limos, up to 8 passengers on the day of service. A **minimum** overtime rate of \$300 + 20% gratuity will be applied on all 12-14 passenger limousines, as well as all Antique vehicles and a **minimum** overtime rate of \$450 + 20% gratuity will be applied on all SUV Trucks, A **minimum** overtime rate of \$550 + 20% gratuity will be applied on all buses (up to 50 pax) and any type of custom made limousines. A minimum overtime rate of \$1000 + 20% gratuity will be applied on the Mega Liner Double Decker (plus \$50 / hour for staff). There are **absolutely NO exceptions** unless overtime is booked 2 months prior to the prom date. All overtime is by the hour only and all overtime must be paid in cash **ONLY** on the day of service, unless the credit card below is valid. There are **absolutely NO exceptions** on the day of service!!!

**Limousines Contracted**

Color / Type	Tax Rate	Tax Amt	# of Cars	# of Pass.	Hours Booked
_____	_____	_____	_____	_____	_____

The customer agrees that in the event the contracted vehicle is rendered inoperable, Designer Limousines, at its discretion, will provide a similar vehicle and such vehicle will satisfy Designer Limousines contractual agreement. If cancellation is made, there will be no refund of deposit. **If cancellation is not made 60 days prior to event, the client will be responsible for the full balance of the contract.** Designer Limousines is not responsible for any personal belongings left in the vehicles. The client is liable for returning the vehicles in the condition they received them in.

Prepared By: \_\_\_\_\_ Date: \_\_\_\_\_

Customer Signature: \_\_\_\_\_  
 I am 18 years of age (Valid Drivers License of Student Signing Contract is Required to Sign This Contract)

**Most people renting a limousine for their prom frequently do not realize the responsibility of the driver not only for their safety, but for the value of the vehicle. In order to provide a pleasant and secure experience, the following guidelines are setup for your protection! Please read the following and sign below as your acknowledgement to our rules and regulations.**

- Deposits are **non-refundable**. If cancellation is made prior to the date of the prom, there will be no refund of any deposit put down on the contract. If cancellation is not made at least 60 days prior to the date the vehicle is contracted for on all regular size limo (up to 14 passengers), and at least 90 days prior to the date the vehicle is contracted for on SUV's and Buses, the individual who signs the contract will be liable for the entire balance of the contract in full. Cancellations over the phone are not valid. Designer Limousines must receive all cancellations in writing only, at least 60 days prior to the date of service. All cancellations are valid only if cancelled by the person who's name appears on the contract. If vehicle is booked within these time frames, the person signing the contract will be responsible for the full balance.
- Change of Vehicle Requests are only accepted if Designer Limousines receives it in writing. If you decide to downsize your vehicle booked on this contract, Designer Limousines must receive your request in writing, and we will have to sell your current vehicle prior to downsizing. If Designer Limousines is unable to sell your contract vehicle, you will still be responsible for the full amount of the contract. This request can only be completed by the party who is authorized on this contract (parent or student 18 years of age or older).
- Absolutely no alcoholic beverages or illegal drugs are to be stored or consumed in the passenger cabin or trunks of the vehicles. All of our vehicles are non-smoking vehicles. There is absolutely no smoking in any vehicles hired from Designer Limousines. There will be no exceptions extended to anyone. **If there is any alcohol or illegal substances found in the vehicle at anytime or smoking, this contract will be void, and the prom will be terminated immediately and there will be no refund of monies.**
- Designer Limousines does not manufacture any of our limousines that we rent out to the public. The customers renting the vehicles are responsible for viewing the vehicles before contracting them. As the renter, you know the size of the people who will be in the vehicle. The number of passengers that will fit in a vehicle will depend on the actual size of the people traveling in them. We currently have 8-10 passenger, 12-14 passenger, 16-20 passenger SUV's, 20-80 passenger limo buses. The lower number of people is what Designer Limousines suggests for your comfort. Under no circumstances will you be allowed to put more people in the vehicle than is allowed by law. Please keep in mind that the driver is considered a passenger as well.
- Any and all damages that may occur in the passenger cabin of the limousine will be the sole responsibility of the person who hired the limousine and whom signs this agreement. There will also be an **additional minimum charge of \$500 on all vehicles (per incident)**, for cleaning the cabin of the vehicle, if a student becomes sick (vomits) in the cabin of the limousine. Final rate will be determined once all cleaning is completed, and you will be billed accordingly.
- Acceptable behavior is expected of all, in the passenger cabin of the vehicle. This allows the driver to concentrate on the operation of the vehicle. Standing up through the emergency hatch, hanging out of the windows, opening of the doors while the vehicle is in motion and throwing trash out of the windows of the limo is strictly prohibited and grounds for termination.
- We allow a discretionary amount of mileage on prom night. This means you may either go into NYC after your prom or stay in the local area (Nassau County & Western Suffolk County). The limousines can not drive around aimlessly. Alternate destinations must be made available 2 weeks prior to the prom date, in case other vendors are closed. We are not responsible for clubs, cruises & shows that are open for after prom parties if they are booked solid or are closed. This is why you need to choose an alternate destination. If you would like to go to the Hamptons, New Jersey, or the Poconos, there will be an additional charge marked in the travel time section of the contract. This charge is separate and is not included in the total amount of the contract. If you want to do both NYC and the Hamptons, NJ or the Poconos, you will be charged separately and accordingly. All tolls are additional to the total amount of the contract as well. Sorry, there are NO exceptions. Designer Limousines does not charge the clients for tolls. The states of NY, NJ and PA charge the tolls. Please be aware that some after prom destinations are prohibited by law, such as public parks and beaches.
- The balance is due in cash 15 days prior to date of service or on the day of service in certified bank check or money order only. Absolutely no personal checks or credit cards will be accepted on the date of service. If you still decide to pay by cash, the vehicle will have to be diverted to the office to drop off all cash payments prior to dropping off at your prom location. If you wish to pay by personal check, it must be received by this office at least 30 days prior to the date of service. Credit cards are not accepted as final payment at all. They may be accepted as deposit only, and the 8% administrative charge will be applied to that transaction. There will be no exception for anyone on the date of service! **A credit card authorization will be required on all vehicles on day of service (for damage security), depending on the size of the vehicle, from \$500-\$5000.**
- DIRECTIONAL AGREEMENT:** On the day of your prom, your chauffeur will use maps, GPS navigation systems (where available) and listen to local traffic and weather reports and make an educated decision as to which route to take to get to your prom location and after prom destination, in the timeliest fashion. If there is a specific route that you would like your chauffeur to follow, please write/type it up on a separate piece of paper and send it to our office no later than two weeks prior to the prom date, otherwise the chauffeur will use their best judgment on the day of your prom. Please be aware, the more pickup and drop-off locations needed, the less time you will be in the limousine contracted. If you do require us to make several pickup and drop-offs, you must supply the office with a complete list of addresses no later than 2 weeks prior to your prom date. Designer Limousine will prepare the best possible route for all of the pickup and drop-off locations, in order to optimize your time inside the vehicle, and allow for the best possible route for the vehicle contracted. Please be aware that DOT vehicles will be required to take specific routes. Please allow additional travel time when booking DOT vehicles.
- OVERTIME AGREEMENT/ACT OF GOD:** Designer Limousines is not responsible for traffic of any kind, whether it is due to accidents, weather or simply high volume of vehicles on the road. If you get stuck in traffic, the clock is still ticking and it is through no fault of Designer Limousines. The time begins at the scheduled pickup time on each vehicle. Road closures, accidents, gridlock or weather are not the fault of Designer Limousines. There is a ten hour minimum on all vehicles on your prom day. Keep in mind that Designer Limousines wants everything to go as smoothly as possible and for you to stay within your contracted time on your prom day. There will be a 15 minute grace period on your prom day. All vehicles are tracked via GPS location software. There will be no exceptions to the overtime rates at all.
- Complimentary Hours: If your contract has complimentary hours included (11th and 12th hours), there will be an additional driver fee added to the balance due. All limos will have a minimum driver fee of \$25 / hour, all SUV's will have a minimum drivers fee of \$40 / hour, and all buses will have a minimum drivers fee of \$50 / hour for the 11th and 12th hours (fee for attendants for the complimentary hours will be \$25 / hour / attendant).
- Under no circumstances will you be allowed to split up your prom group. If a portion of the occupants are not going to an after prom location, they will be dropped off at their original pickup location prior to continuing to the after prom location. Once they are dropped off the limousine will proceed as scheduled. Use of the limousines is reserved for the prom students only. Under no circumstances can the limousines be used by other family members while the students are in their prom. Designer Limousines must be notified 2 weeks prior to the prom date of anyone not wishing to remain with the limousine.

SIGNATURE \_\_\_\_\_

DATE \_\_\_\_\_

**Corporate Office:** Designer Limousines, 16 Davis Avenue, Port Washington, NY 11050  
 516.944.5588 - www.designerlimo.com - info@designerlimo.com

**Special Instructions:**

**Overtime/Damages Charges**

CC# \_\_\_\_\_ Exp. \_\_\_\_\_  
 MasterCard VISA American Express Discover  
 Name \_\_\_\_\_ ID # \_\_\_\_\_  
 (From Credit)  
 Card) \_\_\_\_\_  
 Billing Address \_\_\_\_\_  
 City \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_  
 SIGNATURE: \_\_\_\_\_

**TERMS AND CONDITIONS**

1. **Indemnification** CUSTOMER agrees to indemnify, defend and hold DESIGNER LIMOUSINES, INC. (“DLI”) harmless, from and against any and all claims, suits, injury, liability, losses, damages, and expenses (including reasonable attorney’s fees and expenses) including and without limitation all actual and consequential damages arising out of and/or in relation to CUSTOMER’s improper use of the vehicle.
2. **Attorney’s Fees** In the event legal action is necessary to enforce or interpret any provision of this Agreement, the prevailing party shall be entitled to recover reasonable attorneys’ fees and costs, in addition to any other relief to which it may be entitled. This provision applies to the entire Agreement.
3. **Set-Off** DLI reserves the right to set-off any sum or obligation owed or due DLI in relation to the Agreement.
4. **Amendment and Waiver** The terms of this Agreement shall not be waived or modified except by the express written Agreement of the parties, except as provided herein. No written waiver shall excuse the performance of an act other than those specified herein. The failure of either party hereto to enforce, or delay by either party in enforcing any of its rights under this Agreement shall not be deemed a continuing waiver or modification thereof.
5. **Severability** If any part or provision of this Agreement is declared or adjudged invalid for any reason, such shall not affect the validity of any other provision of this Agreement. This Agreement is void where prohibited by law.
6. **Miscellaneous** This Agreement supersedes any other agreement between the parties hereto concerning the Agreement between DLI and CUSTOMER. This Agreement shall not be assigned by CUSTOMER without the prior written consent of DLI and any attempted assignment without such consent shall be null and void. Subject to the foregoing, this Agreement shall be binding upon and shall ensure to the benefit of the parties hereto and their respective heirs, representatives, successors and assigns.
7. **Governing Law** This Agreement shall be governed by and interpreted in accordance with the laws of the State of New York, without giving effect to the conflicts of law properties thereof.
8. **SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL.**  
 EACH PARTY HERETO IRREVOCABLY AND UNCONDITIONALLY (A) SUBMITS TO THE NON EXCLUSIVE JURISDICTION OF ANY UNITED STATES FEDERAL OR NEW YORK STATE COURT SITTING IN NEW YORK CITY, AND ANY APPELLATE COURT FROM ANY SUCH COURT, SOLELY FOR THE PURPOSE OF ANY SUIT, ACTION OR PROCEEDING BROUGHT TO ENFORCE ITS OBLIGATIONS HEREUNDER OR RELATING IN ANY WAY TO THIS AGREEMENT AND (B) WAIVES, TO THE FULLEST EXTENT IT MAY EFFECTIVELY DO SO, ANY DEFENSE OF AN INCONVENIENT FORUM TO THE MAINTENANCE OF SUCH ACTION OR PROCEEDING IN ANY SUCH COURT AND ANY RIGHT OF JURISDICTION ON ACCOUNT OF ITS PLACE OF RESIDENCE OR DOMICILE.  
 EACH PARTY HERETO HEREBY IRREVOCABLY WAIVES ANY RIGHT THAT IT MAY HAVE TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY.
9. **Representations** Each party to this Agreement hereby makes the following representations and warranties:  
 Each party hereto represents and warrants that (a) it has the power to execute and deliver this Agreement and to perform its obligations hereunder; (b) it has taken all necessary action to authorize such execution, delivery and performance; and (c) this Agreement constitutes a legal, valid and binding obligation enforceable against it in accordance with its terms.  
 Each party hereto represents and warrants that the execution, delivery and performance by it of this Agreement and comply with all applicable laws and regulations including those of applicable regulatory and self-regulatory organizations.

**BY SIGNING THIS DOCUMENT CUSTOMER ACKNOWLEDGES AND AGREES THAT CUSTOMER HAS READ AND UNDERSTANDS ALL THE TERMS AND CONDITIONS CONTAINED HEREIN ON BOTH SIDES OF THIS FORM ALL OF WHICH ARE MADE A PART HEREOF. CUSTOMER FURTHER ACKNOWLEDGES THAT CUSTOMER HAS READ THIS CONTRACT AND RECEIVED A COPY HEREOF AND SAME EMBODIES THE COMPLETE UNDERSTANDING BETWEEN CUSTOMER AND DESIGNER LIMOUSINES, INC.. REPRESENTATIONS AND PROMISES MADE BY SALES REPRESENTATIVES ARE NOT BINDING OR VALID UNLESS WRITTEN INTO THIS CONTRACT AND ACCEPTED BY DESIGNER LIMOUSINES, INC..**

Executed as of the date first set forth on front side.

<div style="border: 1px solid black; padding: 5px; margin-bottom: 10px; text-align: center;"><b>DESIGNER LIMOUSINES INC.</b></div> X _____ Print Name _____ Title _____	<b>CUSTOMER</b> X _____ Print Name _____ Relationship to Student _____
<b>CUSTOMER</b>	<b>CUSTOMER</b>
X _____ Print Name _____ Relationship to Student _____	X _____ Print Name _____ Relationship to Student _____
<b>CUSTOMER</b>	<b>CUSTOMER</b>
X _____ Print Name _____ Relationship to Student _____	X _____ Print Name _____ Relationship to Student _____
<b>CUSTOMER</b>	<b>CUSTOMER</b>
X _____ Print Name _____ Relationship to Student _____	X _____ Print Name _____ Relationship to Student _____
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<b>CUSTOMER</b>	<b>CUSTOMER</b>
X _____ Print Name _____ Relationship to Student _____	X _____ Print Name _____ Relationship to Student _____
<b>CUSTOMER</b>	<b>CUSTOMER</b>

**ATTACH ADDITIONAL SHEETS IF NECESSARY**