

# Terms and Conditions E-Commerce King Metro & King Comfort Transportation

Unless otherwise agreed to in advance and in writing, the following Terms & Conditions apply. Total charges incurred are billed to the client's credit card unless invoice arrangements have been made and approved in advance or there is an existing corporate billing account. King Metro/King Comfort Transportation accepts VISA, MasterCard and American Express credit cards. Checks or cash may also be accepted subject to an authorized credit card guarantee and identity validation for security purposes. Checks may be required to be received in advance in order to clear prior to date(s) services are rendered. New and one-time clients will be required to present their card for imprinting. Additional ID verification may also be necessary.

## Airport Transfers

King Metro/King Comfort Transportation provides a flat rate for most domestic commercial airport pickups and drop-offs to or from airports in the immediate DTW metro areas and involving most major airports and metropolitan areas across the US. The commercial airport transfer rate is based upon a pickup and drop-off without any associated delay or waiting time exceeding fifteen (15) minutes. Your vehicle is dispatched according to the flight's estimated time of arrival as provided to King Metro/King Comfort Transportation by FAA data and/or each respective airline's automated system (King Metro/King Comfort Transportation is not responsible for delays caused by the airline's automated system or otherwise). Billing shall revert to the prevailing hourly rate in the event the client is delayed, or the waiting time is exceeded, beyond the allotted fifteen (15) minutes. Rates and terms may be different for private FBO's, service involving international arrivals and service in commercial airports outside the U.S.

## Point to Point Transfers

King Metro/King Comfort Transportation may provide point-to-point transfer rates for local pickups and drop offs within the immediate service area. Wait time beyond the fifteen (15) minute "grace" period as well as for extra stops or indirect routing are charged additional, or charges may revert to the prevailing hourly rate. Transfer rates are a function of time, distance and zone locations.

## Hourly Service

King Metro/King Comfort Transportation provides an hourly rate for all other service based on a two (2) hour or more minimum charge. Hourly or "As Directed" services allow for multiple stops and wait time as directed by the client. Vehicle will stay with the client or at their stop locations (as parking availability allows) for the entire rental time. Travel time may be charged on a "garage-to-garage" basis and is made a part of the respective hourly minimums.

## Cancellations & Changes

King Metro/King Comfort Transportation understands that cancellations are sometimes necessary and unavoidable. Unless otherwise agreed to or provided in writing, the following applies:

### Late Cancellation Policies

Airport & Non-Airport One-way Transfer Cancellations for Sedans, Suv's & Standard Passenger Vans

Cancellations within 3 hours of your scheduled pick-up time are billed at 75% of the quoted service fee or at minimum charge of \$60.00, whatever is greater. Pick-up time modifications within 2 hours of the original scheduled pick-up time are subject to a late cancellation (100%) or subject to wait-

time charges.

#### Airport & Non-Airport One-Way Transfer Cancellations for Executive Sprinters & Buses

Cancellations within 24 hours of your scheduled pick-time are subject to the full-service charge quoted.

#### By The Hour Reservation Deposits & Cancellations

Deposit amount is determined by the vehicle hourly rate. All deposits are billed at the 2-hour minimum rate. Cancellations within 5 days of the contract date will receive a refund of 50% of the deposit amount. Cancellations within 24 hours of the contract date are subject to the full deposit amount. No refunds apply.

#### Refund Policy

Any and all reimbursements due back to the client from deposits and/or for any other reason will be issued back to the credit card provided.

Cancellation notices may vary due to local conditions (i.e. weather), event, vehicle type and market area. Time changes made with less than the required notice above will still result in additional and possibly full charges. Example: At 1:30pm a requested change in pick up time from 2:00pm to 4:00pm will result in full charge for the 2:00pm trip and a new charge for the 4:00pm trip.

#### Special Events & Peak Demand Rental Times

Special events and peak demand periods both locally and in other markets may dictate premium pricing, higher hourly minimums and in some cases multi-day minimums, additional notice for changes and cancellations. Nonrefundable prepayments may also be required. Vehicles are generally in more limited supply for the higher demand and often supplemental vehicles are required to accommodate this demand.

#### No Shows

If you do not see your chauffeur, please call our office immediately at 1-844-KINGMET or 1-248-320-0162 to avoid the full-charge "no-show" fee. We generally include all admin/licensing and/or STC fees and recommended 20% chauffeur gratuity in the minimum no-show fee for your convenience, however gratuity amount is always 100% at your discretion. You may increase, decrease or have the tip removed entirely. Please advise on the gratuity you wish to pay, if any.

For Point-to-Point & Airport Service, a fee equal to the base fare, wait time, admin/licensing/STC and recommended chauffeur gratuity (gratuity amount at your discretion), will be charged when the client does not show at the pre-arranged pick-up location.

For Hourly Service, a fee equal to 2 hours of service, admin/licensing/STC and recommended gratuity (gratuity amount at your discretion) will be charged when the client does not show at the pre-arranged pick-up location.

Again, to avoid no show charges, please call our office locally at 1-844-KINGMET or 1-248-320-0162. The dispatcher will immediately direct your chauffeur to you.

## E-Mail Communication

Generally, we accept new reservations, changes and cancellations by e-mail (custserv@kingmetro.com) with adequate notice. Although we do operate 24/7/365, it is recommended that you verbally confirm any request sent after normal business hours and on major holidays. If your needs require attention in less than eight hours, please call our office at 1-844-KINGMET or 1-248-320-0162.

Many clients may be dealing direct with one of our staff members and e-mailing them individually. Staff members only have access to their e-mail during their regular office schedule. Although during normal weekday business hours, we can reasonably monitor "out of office" staff e-mail, we are not able to monitor everyone's individual e-mail around the clock. So for shorter notice requests, always send those requests to custserv@kingmetro.com, not individual e-mail addresses. If that individual staff member is not in the office, your request may not be handled promptly. If you get an "Out of Office" message sent from an individual staff e-mail address, please contact our office by phone 1-844-KINGMET or 1-248-320-0162 or e-mail custserv@kingmetro.com right away for your request to be processed.

We cannot guarantee cancellations, changes or new reservations unless sent to customerserv@kingmetro.com with adequate notice.

You should always get an e-mail confirmation of a new reservation, any changed reservation or cancelled reservation. If you do not receive such e-mail confirmation, please contact us right away.

## Chauffeur Tip Policy

It is customary to pay a tip to the chauffeur for services rendered. As a convenience to our clients, a recommended 20% tip that is paid 100% to the chauffeur is added to your charges, unless your corporate agreement states differently. Chauffeur tip is always completely at your discretion and subject to your satisfaction with the chauffeur's service. You may increase, decrease or eliminate the tip entirely. Please let us know if you choose to pay tip in a different manner. If you are approving an additional tip being added to the bill, please confirm via signature and/or promptly via e-mail to info@kclimo.com referencing your reservation number, or just give us a call to adjust billing. Chauffeurs understand that all tips must be earned by providing outstanding service to our clients and their guests, and that the actual amount received is always up to the client.

## Arrival Time

King Metro/King Comfort Transportation and its chauffeurs always prepare in advance to avoid unnecessary delays in arrival time. However road, traffic and weather conditions are often times beyond the reasonable control of the company and the chauffeur. No refunds can be given as a result of late arrivals due to such conditions or other occurrences out of the reasonable control of the company or chauffeur.

## Baggage and Other Property Transported

King Metro/King Comfort Transportation cannot not assume responsibility for the handling or maintenance of any baggage or other property, nor for any property left in the company's vehicles. We will do everything possible to secure and retrieve any belongings left in the vehicle. Please always check thoroughly prior to leaving the vehicle for all your personal belongings.

## Passenger Conduct

King Metro/King Comfort Transportation reserves the right to refuse to transport persons under the influence of or in possession of illegal drugs, as well as those excessively intoxicated, in the possession of firearms or dangerous substances of any kind, or who are, or are likely to become objectionable to other persons or if the chauffeur feels threatened in any way. Under no circumstances are minors allowed to consume or possess alcohol or illegal substances while in a company vehicle. Client shall not interfere with the chauffeur in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle. In such instances, services will be terminated immediately, and no refunds will be offered.

## Excess Cleaning & Damage

If, during or after the transportation service, the company is required to expend an extended amount of time and material to clean the vehicle due to acts of the client or any passenger (i.e., spilling food & drinks, vomiting, prohibited smoking, excessive trash), the company, at its discretion, will charge client additional fees to cover such expense. Damage to the vehicle in any way caused by actions of the client or any passenger will be charged in full to the client. The minimum clean up fee is \$250.

## Smoking Strictly Prohibited

Smoking in all vehicles is strictly prohibited. Smoking in the vehicle by the client or any passenger will result in an automatic minimum \$250 charge. Damage caused by smoking activity will also be charged to the client.

## ADDITIONAL CHARGES

### Wait Time (Airport & Point-to-Point Transfers)

For airport and Amtrak arrivals, King Metro/King Comfort Transportation offers a 15-minute grace period from the updated arrival time. Additional wait time is charged at the prevailing hourly rate in quarter hour increments.

For all other transfers, a 15-minute grace period will be granted, thereafter, wait time will be charged at the prevailing hourly rate in quarter hour increments.

Wait time past 30 minutes will revert the trip to hourly minimum pricing.

### Stops (Airport & Point-to-Point Transfers)

Extra stops, including extra airline stops are charged a minimum \$15 per "en-route" stop and include a maximum 15 minute wait period at the stop. Additional wait time is charged at the prevailing hourly rate in quarter hour increments.

### Other Charges

Other charges include reimbursement for tolls, bridges, parking and airport, licensing and event fees, WiFi and client requested incidentals and amenities.

### Meet & Greet Services

On request, meet & greet services will be charged at \$45 per hour with a 1 hour minimum. The charge for an individual airport meet & greet at DTW is a \$45 minimum. Meet & Greet services will vary by location.

### Holiday & Off-Hour Surcharge

(charges vary to change based on location)

A \$20 surcharge added to the base fare on transfers, will be charged to your bill on the following holidays and during the hours of 11:59pm and – 4:59am: New Year's Day, Thanksgiving Day, Christmas Day and Christmas & New Year's Eve after 5:00 P.M.

Premium hourly rates may also apply on these holidays and during these off-hours times, as well as during other premium events and dates

### Staff Accommodations

On occasions that require overnight travel for chauffeurs, onsite coordinators or other client-dedicated staff, lodging and meals should be arranged and provided for by the client. A per diem may be applied in addition to lodging expense.

## Liability

KING METRO/KING CONFORT TRANSPORTATION will not be responsible for injuries that may occur due to unruly or awkward behavior by customers while the vehicle is in motion or at a standstill. KING METRO/KING CONFORT TRANSPORTATION will not be responsible for any belongings left while the client is in or out of the vehicle. The purchaser of the contract is responsible for his or her guests. Upon determination that any of the above policies were violated, KING METRO/KING CONFORT TRANSPORTATION may terminate service to the client and shall be deemed to have fulfilled its contractual obligations to the client under the agreement.

#### THE PURCHASER AGREES TO BE FULLY LIABLE FOR ALL CHARGES THAT MAY INCUR

- \$ 500.00 minimum per damaged seat
- \$ 200.00 minimum per damaged carpet
- \$ 500.00 minimum per damaged mirror
- \$ 250.00 minimum for extensive cleanup (spills, etc.)
- \$ 50 for a gum in the carpet clean up
- \$ 250.00 minimum shampoo and disinfecting (due to sickness interior)
- \$ 150.00 detailing and wax (due to sickness-exterior)
- \$ 500.00 minimum for each burn hole, rip or tear to upholstery
- \$ 250.00 minimum for each act of vandalism
- \$ 250.00 per incident of smoking inside of the vehicle, ride will be terminated after second incident. (Smoking will not be tolerated)
- \$ 1,000.00 minimum opening a vehicle door into another vehicle or stationary object (It is advised to allow your chauffeur to open your door)
- It is important to remember that inciting others to cause damage to the vehicle will result in charges for the damages that occur. Example yelling insults at pedestrians from the vehicle, any damage caused by the other party will be your responsibility.
- This is not an exclusive list; any and all damages caused to the vehicle and or including loss of revenues for downtime during repairs can and will be charged to the credit card used to book this service. If there is not enough room on the credit card to satisfy the damages, KING METRO/KING CONFORT TRANSPORTATION reserves the right to file suit in a Oakland County, Michigan to recover the losses.

#### Guarantee

KING METRO/KING CONFORT TRANSPORTATION cannot guarantee the availability of overtime on hourly rentals. It is of particular importance that the purchaser makes allowances for anticipated delays and adheres to the agreed time schedule. In the event that the purchaser wants to change the time of the itinerary, they may do so, only if KING METRO/KING CONFORT TRANSPORTATION can accommodate other clients that booked with KING METRO/KING CONFORT TRANSPORTATION prior to or after the said time. If applicable, the purchaser further agrees to pay additional charges incurred such as overtime, tolls, parking etc. The purchaser authorizes KING METRO/KING CONFORT TRANSPORTATION to charge any additional charges or fees on the purchaser's credit card on file or direct bill account.

KING METRO/KING CONFORT TRANSPORTATION guarantees that all our vehicles are constantly checked to keep the highest possible standards. KING METRO/KING CONFORT TRANSPORTATION agrees to send the requested vehicle as offered in the contract. We have the right to upgrade the vehicles or switch the vehicles in case of emergency breakdown or if vehicles were in accidents. As stated, this will only happen in case of emergencies. No additional charges will occur on the customer side if upgrade is made without customer request. If switching occurs in the same category, or upgrades are made, it will not affect the contract and/or payment of contract. Customer therefore accepts that replacement vehicle may be substituted if contracted vehicle becomes unavailable for any reason. If any of our above guarantees or contracted terms cannot be met due to conditions outside of our control, including weather, accidents, storms and any other circumstance, including, but not limited to, traffic congestion, road closures, accidents, flight delays, etc., we will use reasonable efforts to notify the customer of these conditions and resulting delays or changes.

## Disputing Charges / Terminated Rides

If a customer disputes a charge by KING METRO/KING CONFORT TRANSPORTATION with his/her credit card company, a \$25 fee per disputed charge will be charged to the customer. If it is determined KING METRO/KING CONFORT TRANSPORTATION is in the wrong, the \$25 fee will be dismissed. If it is determined that KING METRO/KING CONFORT TRANSPORTATION is in the correct and has provided both parties with proper documentation, the \$25 fee per disputed charge will be enforced and charged to the customer's credit card on file or direct bill account.

By accepting services offered by KING METRO/KING CONFORT TRANSPORTATION, you forfeit your right to dispute the charges via your credit card company for rides terminated due to prohibited actions & behavior described in this contract.

## Collections:

In the event that you, the customer refuse to pay your obligations resulting in KING METRO/KING CONFORT TRANSPORTATION needing to employ a collection company or an attorney, you agree to fully reimburse KING METRO/KING CONFORT TRANSPORTATION all attorney fees, court costs, collection fees and any out of pocket expenses that KING METRO/KING CONFORT TRANSPORTATION may incur. A 2% monthly charge will be added to all unpaid balances.

## MINOR TRANSPORTATION

### Car Seats/ Proper Restraint

King Metro/King Comfort Transportation provides appropriate children car seats in all vehicles. Customers must decide the appropriate car seat for their child when they make a reservation. Drivers receive training in the proper installation of all provided car seats. Nevertheless, customers are responsible for ensuring that their child is properly secured in the car seat, whether provided by the Customer or King Metro/King Comfort Transportation.

Customer-provided car seats: Customer's may use their own car seat if, in the Driver's opinion, the Customer or the Driver has properly installed the car seat in the King Metro/King Comfort Transportation vehicle. If not, the Customer MUST use the King Metro/King Comfort Transportation - provided car seat.

Children requiring a car seat, as defined by applicable law, must ride in a car seat. Customer must provide infant car seats for minors less than 2 years old.

Customers not requiring car seats must use a seatbelt when riding in the vehicle.

Drivers may, at their discretion, refuse to transport a Customer if the Driver believes, in good faith, that the child passenger is not properly restrained.

### Travel Rules and Regulations

**Unaccompanied Minors.** Children under the age of 18 are not allowed to create accounts under their own name. Parents may elect to have their children under the age of 18 use King Metro/King Comfort Transportation unaccompanied by sending a car for their child provided that the child can be properly secured in the vehicle without the aid of the driver. King Metro/King Comfort Transportation assumes no responsibility for the child once the child leaves the vehicle.

**Waiting Time.** The App or desktop system will notify the passenger when their vehicle has arrived and their car seats have been installed. A text message will also be sent to the Customer. 10 minutes after the customer is notified, waiting time will be charged. Waiting time is determined by the type of vehicle selected.

**Carpooling.** Drivers will wait up to ten minutes at an intermediate destination or intermediate pick-up location. After ten minutes, the Customer must elect to either continue on to the intended destination or exit at the intermediate destination or pick-up location.

**Travel Route Selection.** Drivers will make a good faith effort to get the Customer to their intended destination in the shortest amount of time possible which may or may not be the most direct (and cheapest) route. The Customer may direct the driver to the intended destination.

**Lost Items.** King Metro/King Comfort Transportation is not responsible for lost items or items left in its vehicles.

## Allergens; Food and Pets

**Limitation on Allergic Substances.** Any item that could cause an allergic reaction in a future passenger is not allowed in King Metro/King Comfort Transportation vehicles. Such items include but are not limited to food, drinks (other than water), pets, and plants. Uncrated pets are never allowed in King Metro/King Comfort Transportation vehicles. Drivers may require that passengers use handy-wipes or other cleaning agent to remove allergens from their body or clothing prior to entering the vehicle.

## Car Sickness and Other Accidents

**Repair or Cleaning of Vehicles.** Member is responsible for the cost of repair for damage to, or necessary cleaning of, vehicles or of car seat provided by King Metro/King Comfort Transportation in excess of normal “wear and tear” damages and necessary cleaning (“*Repair or Cleaning*”), to the extent the need for such Repair or Cleaning is the consequence of any action or omission by Member or Member-authorized passenger. In the event that a driver reports the need for Repair or Cleaning to a vehicle, and such Repair or Cleaning request is verified by King Metro/King Comfort Transportation in its reasonable discretion, King Metro/King Comfort Transportation reserves the right to facilitate payment for the reasonable cost of such Repair or Cleaning on behalf of the Third-Party Provider using Member’s payment method designated in Member’s Account.

*Rates, charges and terms are subject to change without notice*