

Terms and Conditions for Transportation and Charter Services

Butler Seattle, LLC. ("Butler Seattle") offers the services described in the Reservation ("Reservation") to the customer listed below ("Customer") on the following terms (Reservation and terms together, the "Agreement").

Booking Policy: Reservation can be placed by phone or email. Customers will receive order confirmation by email. Service is not confirmed until this Agreement has been executed and form of payment has been secured.

Please contact the Butler Seattle office if you do not receive confirmation within 2 business days of placing your order to ensure the order was received.

Payment Policy: A credit card number or Microsoft PO creation is due 7 days from the date the Reservation is presented to the Customer to secure the Reservation. Reservations that incorporate custom tours, catering, or third-party vendors will require a non-refundable retainer of 50% of the expected charges to confirm service. Full payment of expected charges is due upon receipt of invoice following service.

All international clients are required to provide a credit card to secure services regardless if a PO is being provided. A hold for the full amount of services will be placed on said card & released at the time the PO is approved by customer.

For domestic client, Butler Seattle will run a \$50 authorize-only transaction to validate credit card when Reservation is confirmed. This authorization will be voided when full payment is charged following service.

Butler Seattle will present receipts for credit card payments within 3 business days of the conclusion of an event. All invoices and correspondence for an event will reference the group number provided by the client for that event. Butler Seattle will ensure invoices are submitted for payment prior to the close of each quarter in accordance with the fiscal calendar provided by Microsoft:

Q1: July, August, September

Q2: October, November, December

Q3: January, February, March

Q4: April May June

Payment can be remitted by purchase order or credit card. Butler Seattle is a Microsoft preferred vendor; vendor number 2103266. Butler Seattle accepts Visa, MasterCard and American Express.

The Reservation does not reflect final charges for service. Butler Seattle will appropriately adjust the cost of the charter to reflect changes made by amendment between parties. The Customer will be billed for the amount of time for which the charter was reserved (regardless if vehicle returns early) and for any overage, excess mileage and associate transportation fees incurred during the course of the charter. Final payment will be made upon receipt of invoice.

Equipment: The Customer is fully responsible for damages to the vehicle(s) caused by any individual in the group, or any other party with whom the group is involved in any way. The vehicle shall not be serviced or repaired and parts and accessories shall not be replaced without consent from Butler Seattle. Butler Seattle reserves the right to select the facility of its choice for all service and repairs. The Customer shall be responsible for any loss or damage to the

Vehicle caused by the Customer or any individual in the group associated with the Customer.

Cleaning: The Customer is fully responsible for any excessive cleaning fees resulting in use by the group associated with the Customer. Cleaning fees will be assessed on a case-by-case basis.

Smoking is not permitted on any vehicle. The Customer is responsible for a minimum cleaning fee of \$500 for any vehicle in which smoking is detected.

Alcohol: The Customer must notify and obtain permission from Butler Seattle before bringing alcohol on board; it is not allowed on every vehicle. The Customer must obtain a banquet permit from the Washington State Liquor Control Board for non-limo vehicles. Kegs and glass bottles are not permitted. Failure to comply with these terms will result in immediate termination of the charter, with no refund. If alcohol is opened on board without prior consent and the proper permits a minimum \$300 penalty will be automatically charged, in addition to any applicable cleaning fees.

Liability: Butler Seattle is not responsible for any losses other than the cost of the charter should an appointed time or event scheduled by the Customer be missed due to any fault of Butler Seattle. Butler Seattle is not responsible for delays or non-delivery of service due to heavy traffic, accidents, or severe weather. All legal fees incurred by Butler Seattle in collecting any fees provided for in this Agreement are the responsibility of the Customer.

Driver's Lodging: The Customer is responsible for securing and paying for all costs associated with the drivers' lodging on any overnight charters, or mileage service if the driver will run out of legal hours of service. Each driver must have a private hotel room of average quality or better, with its own bathroom facilities. The room must be within five (5) miles of where the Customer group is staying; if it is further than five (5) miles away, additional charges may apply. A per diem fee of up to \$200 per day will be assessed if this requirement is not met.

Lost and Found: Butler Seattle is not responsible for any lost items. The Customer group should check the vehicle for any items left on the vehicle before exiting. If an item is found by Butler Seattle at the conclusion of the trip the Customer is responsible for any cost related to shipping or returning the item.

Cancellation Policy: Should the Reservation be canceled within 24 hours of the Reservation start time the balance of charges as outlined by the Agreement will be billed in full to the Customer. Cancellation must be received by a Butler Seattle representative at least 24 hours prior to the Reservation start time to avoid charges. The retainer is non-refundable for Reservations that incorporate custom tours, catering, or third-party vendors.

If for any reason beyond its control, including but not limited to strike, labor dispute, accident, act of war, act of God, fire, flood or other emergency condition, Butler Seattle is unable to perform its obligation under this agreement, such non-performance is excused and Butler Seattle may terminate the Agreement without further liability of any nature, upon return of customer's retainer. In no event shall Butler Seattle be liable for consequential damages of any nature for any reason whatsoever.