

# **RYDE South Florida**

## **CONTRACT FOR SCHEDULED TRANSPORTATION SERVICES**

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This contract is based upon information given by you “the Customer” to RYDE South Florida (“RYDE”) of 150 South Pine Island Road, STE 300, Plantation, Florida 33324.

**DESCRIPTION OF SERVICES.** RYDE will provide to the Customer’ the scheduled transportation services selected in the booking order form submitted by the ‘customer’.

### **PERFORMANCE OF SERVICES.**

- (1) RYDE shall reach the pick-up point and location on time as required by the Customer.
- (2) Any delay by RYDE in reaching the pick-up location will be communicated to the Customer.
- (3) RYDE shall compensate the Customer for delay that leads to consequential or irreparable damages for the customer e.g. missed flights.
- (4) Both RYDE and Customer shall inspect the vehicle prior to the engagement.
- (5) Any prior damage in the vehicle shall be noted and recorded for the Customer’s protection and safety.
- (6) The vehicle shall be re-inspected upon conclusion of the engagement, by RYDE and Customer. Any new damages found in the vehicle shall be the responsibility of the Customer. The Customer will be charged for all repairs and unusual cleaning that was caused by Customer and anyone accompanying the Customer.
- (7) In the event cancellation is within 72 hours of the scheduled pick up time, the Customer will be billed the Estimated Charter price.
- (8) If RYDE arrives at Customers location and Charter is cancelled, the Customer will be charged a Show Up and Cancel Fee for either the Estimated Charter price or the 3-hour minimum, whichever is greater.

### **PAYMENTS.**

- (1) 50% deposit is required to secure transportation and reservations for all activities and services in the booking confirmation.
- (2) 50% balance is required before 72 hours of services delivery.
- (3) Full payment is required in advance of the services delivery date.
- (4) Payments shall be made to RYDE South Florida, located at 150 South Pine Island Road, STE 300, Plantation, Florida 33324. Acceptable form of payment will include:
  - Credit Card
  - Card
  - Cashier’s Cheque
  - Money Order
  - Pre-approved cheque that is drawn on a business account

### **ADDITIONAL CHARGES AND FEES.**

- (1) In addition to invoiced charges, any hours requested beyond the original quote/charter request, will be billed immediately at the current hourly rate of \$50 - \$150 hour and due within 24 hours of the Charter. Hourly rate of \$60 Sedan, \$70 SUV, and \$150 for the Minibus.
- (2) If at the time of pick-up or delivery of services, it is determined the information given is different from the agreed-upon terms, RYDE South Florida has the right to adjust charges, +/-, as per the actual time driven, etc.

- (3) In the event of default, the undersigned agrees to pay all costs of collections, including fees of collection agencies and attorneys' fees, whether hourly or contingent, together with court costs.
- (4) The undersigned further agrees that any legal action brought hereunder will be brought in Fort Lauderdale, Florida.

**ALCOHOL AND DRUGS.** RYDE will strictly enforce State and Federal Laws and will maintain a zero-tolerance compliance policy that no alcoholic beverages be consumed or used by any person under the legal drinking age. The Customer further understands and agrees that it is RYDE's policy that no illegal drugs or contraband be used or in the possession of any passenger during transport. In the event that the vehicle is seized or damaged due to the Customer's improper use of alcohol or use of illegal drugs or contraband, the Customer shall be held responsible for additional charges due to down time in which the vehicle is unable to be hired out and for repairs to any damages.

**SMOKING.** It is the policy of RYDE that no smoking takes place inside the vehicle. The Customer will be held responsible for any damages or cleaning costs necessary due to violation of this policy.

**TERM.** This Contract will terminate automatically upon completion by RYDE of services required by this contract.

**CANCELLATION POLICY.**

- (1) Full refund is granted to the customer when cancellation is done prior to 72 Hours of the pick-up.
- (2) A minimum of 72 hours notice will be required for cancellation of the reservation for 75% refund to the Customer.
- (3) A minimum of 48 hours notice will be required for cancellation of the reservation for 50% refund to the Customer.
- (4) Any cancellation made with less than 48 hours of notice will require full payment by the customer.

**PROVIDER SAFETY.** RYDE is responsible to ensure that each of RYDE's employees, drivers, and workers receive orientation to his or her job duties, including specific safety requirements, prior to beginning the assignment. No employee or driver of RYDE will be placed on equipment or instructed to perform duties for which they do not have the skill or training to perform safely.

**PERMITS.** RYDE has obtained or shall obtain at RYDE's sole expense all permits, licenses, certificates, authorities, or approvals required to comply with all laws in the performance of this Contract. RYDE shall provide the Customer with reasonable advance written notice if any such permits, license, certificate, or approval becomes a subject of judicial or administrative action seeking revocation or suspension.

**CONFIDENTIALITY.** Ryde, and its employees, agents, or representatives will not at any time, or in any manner, either directly or indirectly, use for the personal benefit of RYDE, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal, or compromising to the Customer. RYDE and its employees' agents, and representatives will protect such information and treat it as strictly confidential. This provision will continue to be effective after the termination of this Contract.

**WARRANTY.** Charter requests are accepted on a first come, first serve basis only. RYDE South Florida reserves the right to deny any and all Charter requests. RYDE also reserves the right to deny service to any and all customers, riders, and persons.

**DEFAULT.** The occurrence of any of the following shall constitute a material default under this Contract:

- 1) The failure to make a required payment when due.
- 2) The insolvency or bankruptcy of either party.
- 3) The subjection of any of either party's property to any levy, seizure, general assignment for the benefit of creditors, application, or sale for or by any creditor or government agency.
- 4) The failure to make available or deliver the services in the time and manner provided for in this Contract.

**REMEDIES.**

If a party defaults by failing to substantially perform any provision, term, or condition of this Contract (including without limitation on the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. If changes to an already submitted Charter Request are required, the changes must be submitted via e-mail. RYDE will adequately provide for all requested changes as far as resources are available and time permits. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have to cure the default (s) within the specified days of the same notice. Unless waived by a party providing notice, the failure to cure the default(s) within such time period shall result in the automatic termination of this Contract.

**FORCE MAJEURE.** If performance of this contract or any obligation under this Contract is prevented, restricted, or interfered by with by causes beyond either party's reasonable control ('Force Majeure'), and if the party unable to carry out its legal obligations gives the other party prompt written notice of such event, then the obligations of the party invoking this provision shall be suspended to the extent necessary by such event. The term Force Majeure shall include, without limitation, acts of God, fire, exploration, vandalism, storm or other similar occurrence, orders, or acts of military or civil authority, or by national emergencies, insurrections, riots, or wars, or strikes, lock-outs, work stoppages, or other labor disputes, and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such cases of non-performance and shall proceed to perform with reasonable dispatch whenever such causes are removed or ceased. An act or omission shall be deemed within the reasonable control of a party if committed, omitted, or caused by such party, or its employees, officers, agents, or affiliates.

**ENTIRE CONTRACT.** This contract contains the entire contract of the parties, and there are no other promises or conditions in any other contract whether oral or written concerning the subject matter of this Contract. This Contract supersedes any prior written or oral contracts between the parties.

**SEVERABILITY.** If any provision of this Contract will be held to be invalid or unenforceable for any reason, the remaining provisions will continue to be valid and enforceable. If a court finds that any provision of this Contract is invalid or unenforceable, but that by limiting such provision it would become valid and enforceable, then such provision will be deemed to be written, construed, and enforced as so limited.

**AMENDMENT.** This Contract may be modified or amended in writing, if the writing is signed by the party obligated under the amendment.

**NOTICE.** Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person, certified mail, email, to the address or email provided in the booking process.

**WAIVER OF CONTRACTUAL RIGHT.** The failure of either party to enforce any provision of this Contract shall not be construed as a waiver or limitation of that party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

**ASSIGNMENT.** Neither party may assign or transfer this Contract without the prior written consent of the non-assigning party, which approval shall not be unreasonably withheld.

**DIGITAL SIGNATORIES.** This agreement shall be signed by the Customer by Clicking the "Submit" button and paying the required deposit. Submitting the payment signifies your agreement with the foregoing and shall constitute your signature for legal purposes. We look forward to providing your transportation needs effectively!

Service Provider. RYDE South Florida By: \_\_\_\_\_ Travel Manager -----

You should read and understand this document. By signing below this Document becomes a legal and binding contract. TOTAL AGREEMENT: This contract and any subsequently negotiated contract addendum(s) are intended by the parties to be a final expression of their agreement and are the complete and exclusive statements of the terms thereof. It contains the complete agreement between the parties. All agreements entered into prior to, or contemporaneously with, the execution of this contract are excluded, whether oral or in writing. The customer hereby acknowledges receipt of an executed copy of this contract. This agreement shall be governed by the laws of Florida.