



## Exhibit A/BGI

### POLICIES & TERMS

**Airport Transfer Rates** - The Company provides a flat rate, known as the "Basic Airport Transfer" rate for airport pickups and drop-offs servicing most major airports. The Basic Airport Transfer rate is based upon a pickup and drop-off without any associated delay or waiting time exceeding fifteen (15) minutes. Your reserved vehicle is dispatched according to the flight's estimated time of arrival as provided to the Company by each respective airline's automated system (Company is not responsible for any delays caused by the airline's automated system or otherwise). Billing shall revert to the Company's prevailing hourly rate, see below, in the event the Client is delayed, or the waiting time is exceeded, beyond the allotted fifteen (15) minutes. A service fee of twenty dollars (\$20) will be applied to all international customs flights (excluding flights traveling to or from Canada)

**"As Directed" (Hourly) Rates** - For travel between locations other than to/from airports, the Company utilizes its "As Directed" rate which is based on the Company's prevailing hourly rate with a two (2) hour minimum charge. (A three (3) hour minimum applies to all mini-coach and motor coach service.) Travel time begins when the vehicle leaves the garage and terminates upon the vehicle's return in thirty (30) minute increments. For further information on the Company's "As Directed" rate, or travel time estimates pertaining to your specific travel destination, please contact us directly.

**Cancellation Policy** - For corporate-owned locations (i.e. LA, NY, SF and Chicago), we require a minimum of one (1) hours notice prior to the scheduled pickup time in order to avoid late cancellation charges, (some restrictions may apply). For the rest of the continental US, cancellation notice times vary from a minimum of two (2) hours to a maximum of twenty-four (24) hours depending on location. Please contact us for your particular destination's cancellation notice policy. For Europe, Central & South America, we require twenty-four (24) hour advanced notification. For the Far East and Australia, forty-eight (48) hours will be required. Late cancellations are charged at the respective minimum hourly rate for each market and specified vehicle type. If the reservation(s) is cancelled within the required time parameters, it is the Client's responsibility to obtain a cancellation number, given at the time the order is cancelled, in order to avoid late charges.

**No Show Charges** - If Client is unable to locate Client's Chauffeur for any reason, Client should immediately contact the Company at either (800) 427-3482 or (310) 278-3482, 24 hours a day/ seven days a week. Our Dispatch Offices will be able to locate the Chauffeur immediately and facilitate a meeting point. "No Show" charges will apply in the event the Client fails to call our office before leaving the scheduled pickup location. This charge also applies if Client fails to cancel the reservation and the Chauffeur is dispatched. No Shows charges are billed at the respective minimums for each market and specified vehicle type.

**Service Rates** - Rates, terms, & conditions are subject to change without prior notification. Special rates, extended minimums and alternate cancellation policies may apply on special event days. Tolls and parking charges are additional. All rates are calculated in the local currency and billed in U.S. dollars at the prevailing exchange rate.

**Arrival Time** - The time of arrival at starting point, stop-over point, destination or return to point of origin cannot be guaranteed. Travel speed limits are prescribed by law, and Chauffeur is instructed to travel at all times at speeds compatible with safe operation. Road, traffic and weather conditions are beyond the control of the Company and the Chauffeur, and no refunds shall be given as a result of late arrivals due to such conditions or other occurrences out of the control of the Company or the Chauffeur.

**Baggage and Other Property Transported** - The Company does not assume any responsibility whatsoever for the handling or maintenance of any baggage, parcels or other property. Baggage and all other personal property will be handled only at Client's own risk. Client's baggage shall be carried subject to the available accommodations.

**Objectionable Persons** - The Company reserves the right to refuse to transport persons under the influence of intoxication liquor or drugs, or who are, or are likely to become objectionable to other persons or if the Chauffeur feels threatened in any way.

**Conduct of Passengers** - Client shall not interfere with the Chauffeur in the discharge of his/her duty or tamper with any apparatus or appliance on the vehicle.

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1670 NORTH SYCAMORE AVENUE • HOLLYWOOD, CA 90028  
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**Prohibition of Weapons, Explosives, Oxygen, Pets, Livestock And Other Dangerous Or Unusual Cargo** - Weapons of any type, including firearms, are strictly forbidden on any Equipment (whether in baggage or on the person) at any time. Transportation of explosives, fireworks and other flammable, combustible, toxic or otherwise dangerous material or items or pets or livestock of any kind are also strictly forbidden, even if intended to be transported in the baggage compartment of the vehicle. If previously approved by the Company, oxygen for medical use is permitted, but is so used at the sole responsibility of the Client.

**Unusual Cleaning** - If, during or after the transportation service, the Company is required to expend a greater than normal amount of time and material clean the vehicle due to acts of the Client, the Company, at its option, may charge Client additional fees to cover such additional time and materials.

**Limitation of Liability** - THE COMPANY SHALL NOT BE LIABLE IN ANY EVENT OR FOR ANY REASON, INCLUDING BREACH OF THIS AGREEMENT, EITHER DIRECTLY OR INDIRECTLY, TO THE OTHER PARTY OR ANY THIRD PARTY FOR ANY SPECIAL, INDIRECT, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OR LOSS OF PROFITS ARISING OUT OF THIS AGREEMENT, EVEN IF SUCH DAMAGES WERE FORESEEABLE OR THE COMPANY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IT IS EXPRESSLY AGREED THAT THE COMPANY SHALL NOT, UNDER ANY CIRCUMSTANCES, BE LIABLE TO ANY PARTY FOR AN AMOUNT GREATER THAN THE SINGLE FARE FEE FOR THE DAY IN QUESTION.

**Force Majeure** - The Company shall not be liable for any failure or delay in performing its obligations under the Service Contract, and the Company shall not be deemed in breach of its obligations thereunder, if such failure or delay is due to Acts of God, natural disasters, national, state or local states of emergency, acts of war or terrorism, labor strike or lock-out, or other industrial or transportation accident caused by any third party, any violation of law, regulation or ordinance by any third party or any other cause not within the control of the Company.

**ADA/SPAB Notice** - Any group that requires an ADA accessible or SPAB Certified bus and driver is requested to inform the Company in writing at the time of the reservation.

**Entire Agreement** - These Policy and Terms, along with the Application for Corporate Credit and the Terms and Conditions listed on the Company's web-site, constitute the Service Contract which is the entire agreement between the Company and Client and supersedes any and all other agreements, either oral or written with respect to the subject matter hereof. If any provision of the Service Contract shall be invalid or unenforceable, the remaining provisions shall remain in full force and effect.

**Governing Law** - This Agreement and its performance shall be governed by the laws of the State of California, United States of America without giving effect to applicable conflict of law provisions.

**Arbitration** - In the event a dispute shall arise between the parties to this agreement it hereby agreed that the dispute shall be referred to the American Arbitration Association for three-person arbitration in accordance with its applicable Rules of Arbitration. The arbitrators' decision shall be final and legally binding and judgment may be entered thereon. Each party shall be responsible for its share of the arbitration fees. In the event a party fails to proceed with arbitration, unsuccessfully challenges the arbitrators' award or fails to comply with the arbitrators' award, the other party is entitled to costs of suit, including a reasonable attorney's fee for having to compel arbitration or defend or enforce the award.

**Termination** - If Client does not conform to the conditions stated in the Service Contract, the contract with Client will be terminated with immediate effect without warning or written notice, and the payment made will be retained by the company.

**Authorization** - No agent, employee or representative of the Company is authorized to alter, modify or waive requirements stated in the conditions of transportation or service.

I hereby acknowledge that I have read, understood and agree to these Policies and Terms as set forth above and the Service Contract. Furthermore, I also understand that the credit card provided to the Company will be used as a guarantee of my reservation and can be used by Company as payment for all incurred charges.

Print Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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