

**SOUTHERN VINES TEXAS LLC POLICIES AND
WAIVER OF LIABILITY AND HOLD HARMLESS AGREEMENT**

A copy of this Southern Vines Texas LLC Policies and Waiver of Liability and Hold Harmless Agreement (hereinafter, "Policies and Waiver"), signed by each participant, must be on file prior to any event/trip. No participant will be allowed in a Southern Vines Texas LLC vehicle without this signed document. The chauffeur/driver does not have authority to waive this requirement.

There are many elements that go into providing tour and limousine transportation. When it comes to the services requested of us preferences vary widely. To ensure the quality of the service we provide we have set forth the following policies. Please read through this document to ensure you are not surprised by any additional charges, changes in rates, cancellation fees, or other policies.

In consideration for the use of Southern Vines Texas LLC (hereinafter, "SVT") tour services, I hereby agree to the following policies:

1. Fees:
 - a. Payment and Deposit: The Client will pay a deposit of \$500.00 at the time the tour reservation is confirmed. No tour reservation will be held without payment of the full deposit amount. Any remaining amount due must be paid within 2 weeks of the tour reservation or the tour reservation will be deemed cancelled and monies paid forfeited.
 - b. On-Time Guarantee: SVT will make every effort to ensure that the tour starting and ending times are followed as described in the reservation. However, due to circumstances beyond SVT's control (such as traffic delays) we cannot guarantee these times. If our vehicle arrives more than 15 minutes after the pre-arranged pick-up time, at our sole discretion, the Client may be entitled to receive a credit for the actual amount of time. Any credit will be provided within the guidelines written below:
 - i. If SVT has received an incomplete tour reservation, no credit will be granted. Complete tour reservations include the following: a complete pick-up address, including street number, the street name, suite or apartment number, town, state, zip code, and the contact phone number at the pick-up address (all pick-up locations should have the street number visibly posted) as well as a complete drop-off address.
 - ii. Confirmation calls are made to every client, the day before every tour, confirming each leg of their tour. If the Client does not receive this confirmation call, or a confirmation voice message, the Client must call our office at (512) 937-7965 to confirm that the tour reservation was correctly booked.
 - iii. A valid e-mail address for a tour reservation confirmation is needed. We cannot guarantee tour reservations that have not been confirmed in writing at least 48 hours in advance of the tour reservation date and time. If a tour reservation has been changed by the Client within 48 hours of the pre-arranged time, we will exert our best effort to report at the newly requested pick-up time, though our guarantee will not apply. If a new tour reservation has been received less than 48 hours before the requested pick-up time our guarantee will not apply. In all situations, if the Client has failed to call our office at (512) 937-7965 to report inability to locate our chauffeur/driver, no credit will be granted. If the Client has left the pick-up location without first calling our office for assistance, cancellation fees will be charged.

- c. **Waiting Time Fees:** Waiting time charges may be applied at the full regular hourly rate for the vehicle in use on occasions when:
 - i. The Client has exceeded a 15-minute grace period;
 - ii. The Client has requested a later pick-up time within 4 hours of the previously arranged pick-up time (we will limit this charge to maximum 1 hour of waiting time);
 - iii. The Client has requested an unplanned stop that adds more than 5 minutes to the trip duration—additionally, an Extra Stop charge may be levied.
 - d. **Cancellation and Rescheduling Fees:** The Client may cancel, or reschedule, their tour reservation up to 2 weeks prior to the reserved date at no charge. Any request to reschedule, or cancel, with notice of less than 2 weeks will result in a forfeit of the full \$500.00 deposit. Cancellation within 48 hours of the tour reservation will result in a forfeit of the full tour fee.
 - e. **Cleaning Damage Fees:** Cleaning fees will be applied if (1) food, beverages, or other substances are requiring cleaning beyond the normal cleaning process between tours are left in the vehicle or (2) if the vehicle is contaminated by any bodily fluid. The cleaning fee may include all costs of detailing or sending the vehicle back to the manufacturer for disassembly, decontamination, and reassembly. Cleaning fees will depend on the level and location of contamination.
2. **Drug and Alcohol Policy:**
- a. **NO ILLEGAL ACTIVITIES.** No illegal drugs may be carried or used in our vehicles. Illegal drugs are defined as any substance listed in Penalty Groups 1 through 4 under Texas Health and Safety Code Section 481. No other illegal activities, as defined by the Texas Penal Codes, are permitted in our vehicles. If any illegal activity takes place inside the vehicle the chauffeur/driver may terminate the trip with no refunds and may have an obligation to call the police.
 - b. **SMOKING AND/OR VAPING IS STRICTLY PROHIBITED IN OUR VEHICLES.** Failure to comply will result in a \$500.00 fine, and the chauffeur/driver may terminate the trip with no refunds. Feel free to ask the chauffeur/driver to stop for smoke breaks as many times as you need. A minimum \$500.00 cleanup fee will be applied if smoking or vaping occurs in one of our vehicles.
 - c. **OPEN CONTAINERS OF ALCOHOL—NO UNDERAGE DRINKING OR POSSESSION OF ALCOHOL IS PERMITTED.** All Participants are anticipated to be 21 years of age, or older. If all Participants on a tour are 21 years of age, or older, wine, champagne, or beer, which has been purchased during the tour, may be consumed in the vehicle during the tour. If, by prior agreement, there is a Participant who is under the age of 21, no Participants may consume alcohol in the vehicle during the tour. If there is a Participant who is under the age of 21 and the chauffeur/driver observes an open container of alcohol, the chauffeur/driver may confiscate the container and dispose of it—at their sole discretion, the chauffeur/driver may also terminate the trip with no refunds, and all Participants (including the minors) will be dropped off in a safe location. (A safe location may include, but is not limited to, the pick-up or drop-off addresses noted on the reservation, an open police station, hotel, store, or gas station.)
 - d. **PARTICIPANTS UNDER THE AGE OF 18.** In the event there are Participants under the age of 18 on the tour an adult chaperone must be present at all times.
 - e. **DELIBERATE DAMAGE.** Deliberate damage to the interior or exterior of any vehicle will be charged at the cost of restoration, plus a 50% service fee.

