



Avant-Garde Global Transportation  
6156 Mission Gorge Road, Suite I  
San Diego, CA 92120  
Office: 619-281-0900  
Fax: 619-281-0906 TCP 14830-B

## Terms & Conditions

Updated : 11/6/2009

### Billing

- Transportation may be billed in advance by cash, or to the customer's credit card. Credit cards are required to reserve transportation. Personal checks are not accepted. Corporate accounts are billed according to the terms of your agreement. Avant-Garde Limousine accepts the following cards:
  - American Express
  - Discover Card
  - MasterCard
  - Visa
- A service fee that is calculated on the base fare, stop time, wait time, and any holiday surcharges may be added and itemized on the customer's billing statement.
- Additional charges may be billed, when applicable, including (but not limited to):
  - Administration Fee
  - Parking & Tolls
  - Airport and Regulatory Fees
  - Overtime/Wait time
  - Damages / Repairs/ Clean-up
  - Fuel Surcharge
  - Cell Phone
- Certain trips may require deposits, pre-payments or additional fees for meals and/or overnight accommodations for the driver.
- Applicable taxes and surcharges will be charged as required.
- All published rates are subject to change without notice. Current rates are confirmed at the time a reservation is made and rental agreements are sent by e-mail.
- All rates are calculated in the local currency and billed in U.S. dollars at the prevailing exchange rate.
- Due to fluctuation in currency exchange rates, all US dollar equivalents of international rates may vary.

### Sedan Rates

- Avant-Garde has standardized point-to-point rates that provide flat rate pricing for travel to and from most major cities and airports.
- Sedan rates for travel between locations in which a point-to-point rate has not been established will be billed at the prevailing Avant-Garde hourly rate. Customers may be billed from the time the vehicle leaves the facility until the time it returns to the facility.
- Fractions of an hour may be rounded to next half-hour.

### Wait Time / Stop Time / Travel Time

- For all point-to-point reservations, wait time will be charged at \$7.00 per five (5) minute increment once the grace period has elapsed. Grace period is defined as five (5) minutes beyond the scheduled pick up time.
- Avant-Garde is able to monitor commercial flights, therefore, **wait time is not charged for any passenger arriving on a commercial airline** (unless instructed by passenger).
- Avant-Garde will monitor private flights as practical through the fixed base operator (FBO) or by phone if available. Wait time will be charged for delays exceeding (5) minutes past the scheduled pickup time.
- Should Avant-Garde be unable to track the location of an incoming flight through all established options (i.e., Flight Tracker, specific airline website, direct voice communication with an airline employee), Avant-Garde will dispatch a driver to the terminal pick up location per the flight time indicated on the original reservation. Additional driver wait time due to flight delays may result in additional fees to client at the prevailing hourly rate.
- Avant-Garde does not monitor train schedules, therefore, wait time will be charged as incurred for any passenger arriving by train that is delayed by more than 5 minutes.
- Passenger requested stops on or off route during a point-to-point reservation will be charged at \$7.00 per five (5) minute increment, or may be charged a flat \$15.00 additional stop fee.



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### **Cancellations, No Show, and Early Drop Fees:**

- Cancellation of sedans within two (2) hours of scheduled pick-up or a drop time earlier than contracted shall result in a full charge equal to the base fare price of the trip plus the 20% service fee.
- A 'no show' fee equal to the base fare price of the trip plus 20% service fee plus applicable wait time fee will be charged when the passenger fails to arrive at the designated location.
- To avoid a 'no show' fee call 1-888-480-5466 if you cannot locate your vehicle.
- Cancellation of motorcoaches with less than 1 week prior notice will be charged the vehicle hourly minimum.
- Cancellation of vans/minibuses with less than 48 hours notice will be charged the vehicle hourly minimum.
- Cancellation of limousines with less than 48 hours notice will be charged the vehicle hourly minimum.
- Cancellation of coordinators with less than two (2) hours notice will be charged at the full rate.
- Cancellation of SUV's with less than 24 hours notice will be charged the vehicle hourly minimum.

Review your confirmation e-mail for any amended cancellation policies specific to your rental agreement.

### **Holidays**

- A 25% U.S. holiday staffing surcharge, based on the fare, stop and waiting time, may be charged to all trips occurring on:
  - New Year's Day
  - Memorial Day
  - Fourth of July
  - Labor Day
  - Thanksgiving Day
  - Christmas Day
- Holiday surcharges may also apply to additional holidays in locations outside of the United States.

### **Events / Large Conference or Group Services**

- All Event Services vehicle types will be billed at the prevailing Avant-Garde rate.
- For certain out of county events, customers may be billed from the time personnel and/or vehicles leave the facility until the time it returns (garage-to-garage).
- All reservations that are billed on an hourly basis may be billed a minimum of thirty minutes travel time each way plus the time the passenger is in the vehicle.
- All Motorcoach, bus and mini-coach trips require a 50% deposit due 2 weeks prior to service. Remaining balances are due 1 week PRIOR to commencement of service by credit card or company check.
- All luxury sedans & other vehicles require a 50% deposit due 1 week prior to the start of the event. Remaining balances are due upon completion of the particular event by credit card or company check.
- Cancellations within 2 weeks of service date forfeit deposit.
- Additional charges may be billed upon completion of trip (see "Billing" section).
- Fractions of an hour are rounded to next hour.

### **Direct Billing Accounts**

Authorized Direct Bill accounts are subject to immediate payment upon receipt of invoice. Unpaid balances outstanding (15) days after original billing date are subject to late payment fees of 1.5% (annual rate of 18%), or maximum charges allowable by law. Further, all costs of collection required, including attorney fees, will be added to the account. A credit card is required to guarantee all Direct Bill accounts. This card may be charged on the 16th day of non-payment for any invoice. It is agreed, in the event of questions related to your unpaid account, that it is your responsibility to contact Avant Garde Global Transportation's Receivables department to clarify any and all questions concerning your balance. It is also agreed that all other undisputed charges will be paid according to the terms described here, while Avant Garde Global Transportation remains in the process of resolving your question. Your signature authorizes Avant Garde Global Transportation, LLC, to verify information on your application and signifies your agreement to all terms and conditions related to our Direct Billing policy.

### **Other**

- Avant-Garde shall not be financially liable for circumstances beyond its control including but not limited to weather, road conditions and breakdowns.
- Avant-Garde assumes no responsibility for lost or damaged baggage, personal belongings, or any items left in the vehicle.
- Providing credit card and e-mail address constitutes agreement with these terms and specific terms outlined on your rental agreement and e-mail confirmation.