

## DRIVE4ME AGREEMENT

1. I request Drive4Me and its affiliated companies (individually and collectively Drive4Me) to provide a chauffeur to drive my automobile as requested by me and so authorizes such chauffeur. If for any reason I wish to be assigned another chauffeur, I will contact Drive4Me before trip.
2. I believe my automobile is in good, safe condition and I have no knowledge of conditions to the contrary.
3. I understand that alcohol consumption is only permitted in a limousine, sedan and SUV type vehicle with a solid division between driver and client. I understand that drug use or any drugs on my possession is prohibited by law. I understand that any illegal arms in my possession are prohibited by law. I understand that my vehicle cannot be loaded beyond seating capacity.
4. I certify that I carry automobile insurance providing minimum liability limits of \$250,000 bodily injury each person / \$500,000 each accident, \$50,000 property damage, collision and comprehensive coverage, that there are no driver restrictions in the policies and that such policies are in full effect.
5. I will advise Drive4Me of any changes in the condition of my vehicle or insurance coverage.
6. I understand that my vehicle insurance is primary, with respect to any insurance Drive4Me may carry, for liability, collision and comprehensive coverage and that Drive4Me's responsibility is limited to the amount of my deductible or \$250 (whichever is less) for physical damage to my vehicle resulting from the negligence of a Drive4Me chauffeur.
7. If I provide a rental vehicle, the following additional terms apply:
  - a. I authorize the car rental company to provide all necessary information concerning my car rental reservation to Drive4Me.
  - b. I understand the rental agreement will be in my name and the Drive4Me chauffeur will be deemed to be an additional authorized driver of the rental vehicle under the rental agreement.
  - c. If I, at any time during the rental, become aware that the rental vehicle is in unsafe condition, I will contact the car rental company for assistance and if needed, have the rental vehicle exchanged.
  - d. Regardless of any liability protection the car rental company may provide to me as part of the rental, I understand it is my responsibility to provide non-owned / hired automobile insurance with minimum liability limits of \$250,000 bodily injury each person / \$500,000 each accident, \$50,000 property damage, collision and comprehensive coverage for the benefit of Drive4Me. I agree that between myself and Drive4Me my insurance will be deemed primary.
  - e. If the chauffeur is to pick up a rental vehicle on my behalf, I hereby authorize the chauffeur to do so, upon presenting the chauffeur's driver's license and the car rental company confirmation number, as my agent; to initial and sign the rental agreement, as presented to the chauffeur by the car rental company, on my behalf; and to do those things that are reasonable and customary in connection therewith, including but not limited to, executing the car rental company's form to authorize the chauffeur to be an additional authorized driver of the rental vehicle.
  - f. If the chauffeur is to return the rental vehicle on my behalf, I hereby authorize the chauffeur to accept all charges as presented by the car rental company at the time of return.
  - g. If the chauffeur picks up a rental vehicle on my behalf, billable time commences 1 hour before the chauffeur reports to our designated pick-up point. If the chauffeur returns a rental vehicle on my behalf, billable time ends 1 hour after I am dropped off. Additional hourly charges may apply if the designated pick-up or drop-off point is greater than five miles from the car rental company office location.
8. After I evaluate the performance and potential of a Drive4Me chauffeur on the job, I may wish to employ this person directly. Because Drive4Me chauffeurs represent its inventory of skilled professionals and in the event I wish them converted to my employ, I agree to pay a conversion fee as liquidated damages. The conversion fee is \$1000. liability for the conversion fee is triggered when I hire a Drive4Me chauffeur regardless of the employment classification, on either a permanent, temporary or "as needed" basis and regardless of the chauffeur's employment status at the time of the hire (e.g., no longer with Drive4Me) or chauffeur's claimed reason for leaving Drive4Me (e.g., quit Drive4Me for reasons unrelated to conversion) if said hire occurs within twenty-four months after the last day of the assignment.
9. If any action or proceeding is brought by either party against the other pertaining to or arising out of this contract, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees incurred on account of such action or proceeding. For services provided in California, any action shall be venued in Orange County, California and governed by laws of the State of California.
10. In the event I fail to provide the required automobile insurance (see paragraph 4) herein, I HEREBY RELEASE, AGREE TO INDEMNIFY, DEFEND AND HOLD HARMLESS Drive4Me and its officers, directors, shareholders, employees and independent contractors from any and all claims, demands, suits, liabilities, expenses, costs, judgments, injuries (including death) or other losses or damages which arise from or relate to Drive4Me and its officers, directors, shareholders, employees and independent contractors providing services to me except for the gross negligence or willful misconduct of Drive4Me and its officers, directors, shareholders, employees and independent contractors.

Please initial your specific acceptance and understanding of #10. Client initials: \_\_\_\_\_

I have carefully read the terms of this agreement including its release of Claims and Hold Harmless provisions. I certify the representations made by me are true. I also certify that I understand the agreement and have no questions about the meaning of the agreement of any of its provisions. No signature is required if Client's Profile has been signed at time of service.

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