

CONTRACT FOR FALCON WING RIDES SERVICES

This Ground Transportation Passenger Service Contract (the "Contract") is made effective as of service booked date (the "Effective Date"), by and between Falcon Wing Rides and Client (the person booking travel or for who travel is booked, the "Client").

DESCRIPTION OF SERVICE. Beginning on the date and time of service, Falcon Wing Rides will provide to Client the following service (collectively, the "Service"). Door to door passenger ground transportation from a pickup location to a destination and with extra(s) if any, reflected in the booking record.

PERFORMANCE OF SERVICES. (1) Falcon Wing Rides Driver (the "Driver") shall reach the pick-up point and location on time as required by booking record. Any delay by the Driver in reaching the pick-up location should be communicated to the Client.

PAYMENT. Payment shall be made to Falcon Wing Rides, online at time of booking, in the full amount upon booking of the services described in this Contract. Acceptable forms of payment will include credit or debit card. Corporate customers may be billed for services and the payment must be made in advance of the service pick up date.. If any invoice is not paid when due, interest will be added to and payable on all overdue amounts at 18 percent per year, or the maximum percentage allowed under applicable laws, whichever is less. Clients shall pay all costs of collection, including without limitation, reasonable attorneys fees. In addition to any other right or remedy provided by law, if Client fails to pay for the services when due, Falcon Wing Rides has the option to treat such failure to pay as a material breach of this Contract, and may cancel this Contract and/or seek legal remedies.

ADDITIONAL FEES AND CHARGES. Client agrees to pay any additional charges incurred such as overtime, cellular usage, tolls, or parking fees. Falcon Wing Rides will provide an itemized invoice describing each additional fee and the cost associated with such.

ALCOHOL AND DRUGS. Falcon Wing Rides will strictly enforce State and Federal Laws used by any person under the legal drinking age. Client further understands and agrees that it is Falcon Wing Rides's policy that no illegal drugs or contraband be used or in the possession of any passenger during transport. In the event the vehicle is seized or damaged due to Client's improper use of alcohol or use of illegal drugs or contraband Client shall be held responsible for additional charges due to downtime in which the vehicle is unable to hire out and for repairs of any damages.

CLIENT SAFETY. Client or anyone traveling in the vehicle under this Contract shall remain inside of the passenger cabin at all times while the vehicle is in motion and shall not stand or hang out of the sunroof or windows. If Clients stands or hangs out of the sunroof or window Client shall pay a fine immediately to Falcon Wing Rides. The fine amount shall be determined by Falcon Wing Rides. Falcon Wing Rides will not be responsible for injuries that may occur due to horse play while the vehicle is in motion, at a standstill or entering and exiting vehicle. Client

is responsible for the behaviour, actions and damages caused by any guest or individuals Client permits to join in using the vehicle service.

SMOKING. It is the policy of Falcon Wing Rides that no smoking or vaping takes place inside the vehicle. Client 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 Falcon Wing Rides.

CANCELLATION POLICY. A minimum of 24 hour notice will be required for cancellation of this Contract for a full refund to the client and a minimum of 12 hour notice for 50% refund. Any cancellation made with less than 12 hours notice prior to the agreed upon service date will result in full payment by the client.

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

PERMITS. Falcon Wing Rides has obtained or shall obtain at Falcon Wing Rides's sole expense all permits, licenses, certificates, authorities or approvals required to comply with all laws in the performance of this Contract. Falcon Wing Rides shall provide Client 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. Falcon Wing Rides, and its employees, agents, or representative will not at any time or in any manner, either directly or indirectly, use for the personal benefit of Falcon Wing Rides, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal or compromising to Client, Falcon Wing Rides and its employees, agents, and representative will protect such information and treat it as strictly confidential. This provision will continue to be effective after termination of this Contract.

INDEMNIFICATION. Client agrees to indemnify and hold Falcon Wing Rides harmless from all claims, losses, expense, fees including attorneys fees, or omissions of Falcon Wing Rides and/or Falcon Wing Rides's employees, agents, or representative.

WARRANTY. Falcon Wing Rides shall provide its services and meet its obligation under this Contract in a timely and workmanlike manner, using knowledge and recommendations for performing the services which meet generally acceptable standards in Falcon Wing Rides's community and region, and will provided a standard of care equal to, or superior to, care used by service provider similar to Falcon Wing Rides on similar projects.

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

- a. The failure to make a required payment when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection 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.
- d. The failure to make available or deliver the Service in the time and manner provided for in this Contract.

REMEDIES. In Addition to any and all other right a party may have available according to law, if a party defaults by failing to substantially perform any provision, term or condition of this Contract (including without limitation the failure to make a monetary payment when due), the other party may terminate the Contract by providing written notice to the defaulting party. This notice shall describe with sufficient detail the nature of the default. The party receiving such notice shall have 15 days from the effective date of such notice to cure the default(s). 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 with by cause beyond either party's reasonable control ("Force Majeure"), and of the party unable to carry out its obligation 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, explosion, 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 disputes and supplier failures. The excused party shall use reasonable efforts under the circumstances to avoid or remove such causes 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.

ARBITRATION. Any controversies or disputes arising out of or relating to this Agreement shall be resolved by binding arbitration in accordance with the then-current Commercial Arbitration Rules of the American Arbitration Association. The parties shall select a mutually acceptable arbitrator knowledgeable about issues relating to the subject matter of this Agreement. In the event the parties are unable to agree to a selection, each party will select an arbitrator and the two arbitrators in turn shall select a third arbitrator, all three of whom shall preside jointly over the matter. The arbitration shall take place at a location that is reasonably centrally located between the parties or otherwise mutually agreed upon by the parties. All document, materials,

and information in the possession of each party that are in any way relevant to the dispute shall be made available to the other party for review and copying no later than 30 days after the notice of arbitration is served. The arbitrator(s) shall not have the authority to modify any provision of this Agreement or to award punitive damage. The arbitrator(s) shall have the power to issue mandatory orders and restraint orders in connections with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgement may be entered in conformity with the decision in any court having jurisdiction. The Agreement to arbitration shall be specifically enforceable under the prevailing arbitration law. During the continuance of any arbitration proceeding, the parties shall continue to perform their obligation under this Agreement.

ENTIRE AGREEMENT. This Contract contains the entire agreement 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 agreement between the parties.

SEVERABILITY. If any provision of this Contract shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this Contract is valid or unenforceable, but by limiting such provision it would become valid enforceable, then such provision shall 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 party obligate under the amendment.

GOVERNING LAW. This Contract shall be construed in accordance with the laws of the State of Florida.

NOTICE. Any notice or communication required or permitted under this Contract shall be sufficiently given if delivered in person or by certified mail, return receipt requested, to the address set forth in the opening paragraph or to such other address as one party may have furnished to the other in writing.

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 the party's right to subsequently enforce and compel strict compliance with every provision of this Contract.

SIGNATORIES. This Contract shall be executed on behalf of Falcon Wing Rides upon booking and payment of service and is automatically signed by Client upon booking of services effective as of the date first above written.