

## **CONTRACT FOR FALCON WING TRAVEL 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 Travel and Client (the person booking travel or for who travel is booked, the "Client").

**DESCRIPTION OF SERVICE.** Beginning on [Date of Service], will provide to Client the following service (collectively, the "Service")

Door to door passenger ground transportation and to destination and with extra(s) if any, reflected in the booking record.

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

**PAYMENT.** Payment shall be made to Falcon Wing Travel, online at time of booking, in the amount of \$0.00 upon booking of the services described in this Contract. Acceptance forms of payment will include credit or debit card. Corporate customers may be billed for services.

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. Client 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 Goods when due, Falcon Wing Travel 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 Travel will provide an itemized invoice describing detail each additional fee and the cost associated with such.

**ALCOHOL AND DRUGS.** Falcon Wing Travel 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 Travel's policy that so 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 Clients's improper use of alcohol or use of illegal; drugs or contraband. Client shall be held responsible

for additional charges due to down time in which the vehicle is unable to hire out and for repairs to 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 Travel. The fine amount shall be determined by Falcon Wing Travel. Falcon Wing Travel will not be responsible for injuries that may occur due to horse playing while the vehicles 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 Travel that no smoking 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 Travel.

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

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

**PERMITS.** Falcon Wing Travel has obtained or shall obtain at Falcon Wing Travel's sole expense all permits licenses, certificates, authorities or approvals required to comply with all laws in the performed of this Contract. Falcon Wing Travel 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 Travel, 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 Travel, or divulge, disclose, or communicate in any manner, any information that is proprietary, personal or compromising to Client, Falcon Wing Travel 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 Travel harmless from all claims, losses, expense, fees including attorneys fees, or omissions of Falcon Wing Travel and/or Falcon Wing Travel's employees, agents, or representative.

**WARRANTY.** Falcon Wing Travel 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 Travel'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 Travel 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 when due.
- b. The insolvency or bankruptcy of either party.
- c. The subjection of any 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 Goods 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 such 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 documents, 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 connection with the arbitration. The decision rendered by the arbitrator(s) shall be final and binding on the parties, and judgment 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 invalid or unenforceable, but by limiting such provision it would become valid and 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 Missouri.

**NOTICE.** Any notice or communication required or permitted under this Contract shall 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 Travel upon booking and payment of service and is automatically signed by Client upon bookingof services effective as of the date first above written.