

# **Terms and Conditions**

The deposits/payments are not NON - REFUNDABLE after the reservation is made. LTS, LLC needs at least 5 business days' notice before your reservation date for cancellation, otherwise, you will be charged for the (full amount) of service. Cancellation must be done in writing and approved by a representative of LTS, LLC. This does not include sudden seasonal events, for example, New Year's Eve, Prom, Gala, HLSR... Please observe our nonsmoking policy which includes e-cigarettes as well. The client is responsible for guests and assumes full financial responsibility for any damages to the vehicle caused by the client or guest whether by accident, neglect, or intent. We assume no responsibility for items left in a vehicle. The driver may terminate service at any time without refund if the driver deems the party to be unruly or endangering the safety of the driver or the safe operation of the vehicle The driver is not responsible for illegal acts during the rental. LTS, LLC will not be held responsible for any delays, inconvenience, or cancellation due to traffic, unforeseen mechanical failures, or any situations deemed as an "Act of God or Pandemic related". LTS, LLC reserve the right to substitute alternative vehicles in the event of an occurrence beyond our control. The client assumes full financial responsibility for all payments, including overtime, and damage fees. Regurgitation fees are a minimum of \$500.00, everything else will be estimated by a professional. The client authorizes charges to the credit card on file with or without imprint. The client agrees to have a credit card on file until all services are completed. In case of accident or breakdown, LTS, LLC offers just the amount of time the vehicle was down not the total amount and time.

## **Airport Pickup Flight Delay/Cancelation**

LTS, LLC allows one hour of wait time before the client is charged a wait time fee equal to the standard hourly rate for the vehicle chosen. This fee will be calculated in fifteen-minute increments for one hour total wait time. Any delays beyond two hours of the original requested pickup time will be considered a no-show and the client will be billed for the full price of the pickup.

#### **Mediation/Arbitration**

Either party may initiate mediation or binding arbitration in a forum located in the city where the company is headquartered.

The client agrees to settle any claims through binding mediation/arbitration via a neutral third party, with all rulings to be considered as the final ruling.

## Litigation

If litigation is necessary, this agreement will be interpreted based on the laws of the State of Texas regardless of any conflict of law issues that may arise. The parties agree that the dispute will be resolved at a court of competent jurisdiction in the city of Huntsville, Texas.

## **Attorney's Fees**

The prevailing party will be able to recover its attorney's fees and other costs for a dispute resolved by binding arbitration or litigation.

## Severability

If any section of this Agreement is found to be invalid, illegal, or unenforceable, the rest of the Agreement shall still be enforced.

By completing this reservation, you are acknowledging that you have read and accepted the terms of the agreement.