

TERMS AND CONDITIONS OF TRAVEL WITH CALIFORNIA EXPERIENCE LLC.

1. Payment is required in full before or at the time of pick up and is non-refundable in the event any breach results under the terms of this Contract.

1a. ALL CREDIT CARD TRANSACTIONS WILL INCUR A 3% administration processing fee.

2a. A cancellation fee of two hundred fifty dollars (\$250) will be charged to the credit card of Client on file for any cancellation made within fourteen (14) days of reservation. A fee equal to 50% of the total booking incl. gratuity will be charged to the credit card for any cancellation made within 7 days of reservation, and NO REFUND will be given if reservation is cancelled within 72 hours of the reservation pickup time.

2. If the Client attempts to cancel the Contract, after pick up has occurred, Company is authorized to charge the credit card of Client on file the remaining balance in full.

3. Overtime will be permitted, upon vehicle ability and is not guaranteed. Overtime is billed by the half hourly rate and will be collected at the end of the trip by cash payment or will be charged to the credit card of Client on file. Overtime rates will be equal to the stated hourly charge.

4. Company has the right to terminate service for any form of abuse, behavior deemed inappropriate, or Contract breach, without refund. In case of misconduct, drug use, or any other violation of this Contract by Client or member's of Clients party, or if Driver is or feels threatened or otherwise deems the party unruly or endangering the safe operation of the vehicle, Driver has the right to terminate this Contract without any refunds and drop passengers off at the nearest safe location. This is meant for the safety of Company and Client. Company also reserves the right to expel any person from the vehicle for any reason mentioned above or any other misconduct.

5. Company inspects each vehicle before, during, and after each rental. In the event of damage to the vehicle, Client assumes full financial liability for any and all harm and damage caused by client or any members in client's party during the service, and the cost of repairing such damage. This includes both interior and exterior damage to repair, replace, and clean vehicle or any parts of vehicle. The cost of repairing, restoring, or otherwise remediating any damage to a vehicle caused by client may be charged to such client's credit card on file or billed directly to such client, without prior notice. Additional fees may be charged to cover damages at the company's discretion. Client will be charged a minimum of price listed below for the following occurrences:

A. Smoking in Vehicle – One hundred fifty dollars (\$150.00)

B. Ripped or Damaged Upholstery – Five Hundred Dollars (\$500.00).

C. Vomit in or on the Vehicle – Two Hundred Dollars (\$200.00)

D. Broken Window - Two Hundred Dollars (\$200.00) to Twelve Hundred Dollars (\$1200)

E. Excessive Mess in the Vehicle – Two Hundred Dollars (\$200.00)

F. Breaking of lights – Two Hundred Fifty Dollars (\$250.00)

G. Breaking of television or air conditioner – Seven Hundred Fifty Hundred (\$750.00)

H. Breaking of dvd player, cd player, Ipod, or radio – Two Hundred fifty (\$250.00)

7. Alcohol consumption by persons under the age of 21 is strictly prohibited in the vehicle, and alcohol consumption by person's age 21 or older is prohibited if persons under the age of 21 are present on vehicle. Company reserves the right to check the identification of any passenger on the vehicle at any time and for any purpose whatsoever. Company reserves the right to refuse service to persons that appear to be under the influence of drugs and or unable to care for one's self, or are objectionable to another passenger. No person may use any illegal narcotics or controlled substances in the vehicle. In the event of underage alcohol consumption or illegal drug use, the service will be terminated immediately and without refund. Client shall be responsible and shall pay for all fines and penalties assessed by state and/or local authorities as a result of the violation of any law by the client. We reserve the right to search the persons and belongings of all minors on our vehicles for any reason at any time.

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For all groups under the age of 21, a designee will be assigned to the charter at client's expense. Designee will read all passengers this statement: *"Consumption of alcoholic beverages by persons under 21 years of age is illegal. It is also illegal for an adult to provide alcoholic beverages to a person under 21 years of age. If you consume alcoholic beverages, this trip will be terminated and all payments for transportation services shall be forfeited and not subject to refund."*

Designee will enforce all regulations stated within contract and in accordance with assembly bill 45 in which they have been trained.

8. Drug use in the vehicle is prohibited by law. All contraband and items considered "weapons" are strictly prohibited in the vehicle. Company reserves the right to inspect all belongings of minors for alcohol and contraband.

9. Any fines that Company is charged due to the actions of Client will be charged to the credit card of Client on file. These include but are not limited to fines related to underage drinking, over capacity, jumping on top of the vehicle, and throwing trash/littering out of the vehicle. Client is also responsible and will be charged for any parking fees and toll fees incurred during the transporting of Client.

10. Neither Company, its agents, or employees shall be liable for any personal property of Client or members of Client's party, which is misplaced, damaged, stolen, or left in the vehicle.

11. Client consents to allow Company to use any and all photographs, video, and audio made or recorded during this Contract of Client and any members of Client's party for any purpose Company chooses to, including marketing and commercials of any type (internet, television, magazines, etc).

12. Except in the case of willful misconduct or gross negligence of Company, its agents or employees, Client hereby waives any & all claims against Company, its agents or employees for injury, loss, or damage, including consequential damages, to Client or members of client's party's person or property from whatever cause. Client waives any right of subrogation with regard to the same. Company is not responsible for injuries that occur while riding in vehicles. Any injury that does occur must be reported immediately to the driver of vehicle. Injuries not immediately reported are treated as if they did not occur during the Contract.

13. All rentals are subject to weather condition. If conditions are deemed by Company, to be unsafe, Client will be contacted with as much notice as possible. Any cancellations due to weather will be eligible for a reschedule at the next available date, or for a refund of deposit. Company does not guarantee arrival at or departure from any point at a specific time due to circumstances beyond its control such as accidents, breakdowns, traffic and road conditions, storms, etc. and shall not be held liable for claims resulting in delays from such conditions. Company cannot be held responsible for delays or inconveniences due to unknown and/or unforeseen mechanical failures or situations deemed as "Acts of God."

14. In the event of a vehicle breakdown, all efforts will be made to supply a replacement vehicle. If a replacement vehicle is sent and/or client refuses a replacement vehicle, no refund is due. If no replacement vehicle is available, refund shall be limited to the amount paid by customer. Company is not responsible to fulfill itineraries developed by Client, which indicate a time that Client expects to arrive at certain locations after the initial pick up time.

15. Company reserves the right to substitute the reserved vehicle for another replacement vehicle for any reason. Company will make a good-faith effort to notify Client in case a substitution does occur. Company will also make a good-faith effort to substitute with a similar type of vehicle.

16. Client agrees that all terms of this Contract and any disputes that may arise from this Contract shall be interpreted under the laws of the state of California. Client also agrees that any and all disputes and claims relating in any way to this Contract (including the arbitration of any claim or dispute and the enforceability of this paragraph) shall be submitted to and resolved by

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means of confidential arbitration conducted in the State of California, County of San Diego. The arbitration shall be conducted under the then prevailing Commercial Arbitration Rules of the American Arbitration Association (AAA) by an arbitrator mutually agreed upon by Client and Company. Client and Company may litigate in court only to compel arbitration under this Contract or to confirm, modify, vacate, or enter judgment on the award rendered by the arbitrator. The arbitrator's award shall be binding and may be entered as a judgment in any court of competent jurisdiction. To the fullest extent permitted by applicable law, no arbitration under this Contract shall be joined in an arbitration involving any other current or former user of California Experience, LLC., whether through class arbitration proceedings or otherwise. If the arbitrator determines that one party prevailed in the arbitration process they will be entitled to compensation for attorney's fees and costs from the other party.

17. The Terms constitute the entire Contract between each Client and Company with respect to all subject matter covered herein, and supersede all previous communications, representations, understandings and Contracts, either oral or written, between the parties with respect to said subject matter. This Contract or any portion hereof shall not be construed against the drafting party by reason of that party having drafted the Contract or portion hereof. This Contract may not be modified by either party except by a written Contract signed by both Client and Company.

18. By signing directly below I (Client) signify that I have read the terms and conditions stated above in this Contract and agree to all stated terms and conditions. I further declare and represent that I am at least 18 years of age, that I have full legal capacity to be bound by this Contract, and that I am signing this Contract of my own free will and accord. I (Client) authorize company to charge my credit card and agree to its terms.

CLIENT SIGNATURE_____

DATE_____