

Sampson Driving Services Contract

This Sampson Driving Services Contract ("**Contract**") is made by and between the undersigned person identified as "Client" ("**Client**", "**you**", or "**your**") and Sampson Driving Services (referred to as "**we**", "**us**" or "**our**"). This contract is subject to, and will be deemed a part of, the Sampson Driving Services Contract Terms of Service ("**Terms of Service**"), which is attached to this Contract and incorporated herein. Capitalized terms but not defined have the definitions give to them in the Terms of Service.

CLIENT INFORMATION:

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

MOBILE PHONE: _____ HOME PHONE: _____

PICK-UP ADDRESS:

NAME: _____

PHONE #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PICK-UP DATE: _____ PICK-UP TIME: _____ AM PM

DELIVERY ADDRESS:

NAME: _____

PHONE #: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

DROP-OFF DATE: _____ DROP-OFF TIME: _____ AM PM

HOME: _____ BUSINESS: _____ APARTMENT/CONDO _____ AIRPORT: _____ HOTEL: _____

DATE FOR THE RETURN OF YOUR VEHICLE:

Would you like us to plan on bringing your vehicle back? YES _____ NO _____

RETURN DATE: _____

VEHICLE INFORMATION:

MAKE:_____ MODEL:_____

YEAR:_____ COLOR:_____

TRANSMISSION TYPE: AUTOMATIC:_____ MANUAL:_____

ODOMETER:_____

CRUISE CONTROL: YES:_____ NO:_____

FUEL TYPE: REGULAR:_____ PREMIUM: _____

LICENSE PLATE NUMBER:_____ STATE:_____

Is the vehicle covered by road side assistance? YES _____ NO _____

Name of roadside assistance Provider: _____

NAME ON ACCOUNT: _____

PHONE NUMBER: _____

ACCOUNT/POLICY NUMBER: _____

INSURANCE INFORMATION:

Insurance Company Name: _____

Name of Policyholder: _____

POLICY NUMBER: _____

INSURANCE AGENT: _____

PHONE NUMBER: _____

You represent and warrant that you have an existing and valid insurance policy covering the above-described vehicle (the "Vehicle") with bodily injury liability coverage in a minimum amount of \$100,00 per person /\$300,000 per accident, property damage liability coverage in a minimum amount of \$100,000 per accident, full comprehensive coverage and full collision coverage.

You shall always maintain your insurance policy in full force and effect while the Vehicle is in the possession of Sampson Driving Services. You acknowledge that your insurance policy is and will be the primary insurance coverage for the Vehicle. We recommend you consult with your insurance agent to confirm this is the case with your policy. On request, Sampson Driver Services will provide the driver's name and driver's license information to be added as an additional insured to your insurance policy. Sampson Driving Services does not carry any special insurance apart from our own personal healthcare policy.

ESTIMATED FEE SCHEDULE:

BASIC FEE:	\$ _____
AIRFARE:	\$ _____
LODGING:	\$ _____
TOLLS:	\$ _____
FUEL:	\$ _____
GROUND TRANSPORT:	\$ _____
OTHER FEE'S:	\$ _____
TOTAL ESTIMATED FEE'S:	\$ _____

***Additional fee's would apply for PET's, vehicles without cruise control, etc.

***Estimate provided above, as fee's are *subject* to change

PAYMENT SCHEDULE:

50% DUE AT CONTRACT SIGNING

BALANCE DUE UPON CAR DROP-OFF

I acknowledge there will be additional charges for fuel, tolls, ground transportation and other incidentals. Written notice of cancellation is required. If the services are cancelled, you will be required to pay any applicable Waiting Fees and expenses resulting from such cancellation. Airfare cancellations are subject to the airline policies. In case our driver is unable to make the trip, additional airfare may be purchased, at your expense.

WAITING, CANCELLATION AND CHANGE FEES:**Description**

Waiting Fee and/or Mechanical Issues:	\$50 per hr. Plus expenses
Weather and/or Environmental Issues:	\$200 per day, Plus expenses
Cancellation Fee:	\$150
Changes to the Contract:	\$100

Waiting or Cancellation Fees may apply if transportation of the Vehicle is delayed, suspended or cancelled. Waiting Fees and Cancellation Fees are described in the Terms of Service under the heading "WAITING FEES, CANCELLATION FEES AND EXPENSES". You acknowledge that you have read this section of the Terms of Service and agree to the application of such fees and expenses in accordance with such section.

PAYMENT METHODS:

OPTION (1): CASH/VENMO

OPTION (2): CHECK - PAYABLE TO: GERALD SAMPSON

OPTION (3): PAYPAL

CREDIT CARD INFORMATION:

NAME ON CARD: _____

CREDIT CARD NUMBER: _____

EXPIRATION DATE: _____

SECURITY CVD NUMBER: _____

EXPENSES:

You acknowledge that you will be required to pay or reimburse us for out-of-pocket expenses that we may incur in providing the Services or as otherwise required by this Contract or the Terms of Service. See Section 2.3 ("Expenses") of the attached Terms of Service. You agree to provide us with a valid credit card number and related information and authorize us to charge your credit card for these expenses.

By the signatures below, Sampson Driving Services and the Client identified below, intending to be legally bound, agree to all of the provisions of this Contract, the Terms of Service and any applicable Addenda, effective as of the date this Contract is signed by both Sampson Driving Services and the Client.

SAMPSON DRIVING SERVICES

BY: GERLAD SAMPSON, OWNER

CLIENT

NAME: _____

SIGNATURE: _____

DATE: _____

TERMS OF SERVICE

These Sampson Driving Services (these “**Terms of Service**”) will apply to, and is deemed incorporated in, Sampson Driving Services Contract (referred to as “**we**,” “**us**,” or “**our**”) and person identified on the Contract as the Client (“**Client**,” “**you**” or “**your**”). The Contract together with these Terms of Service and any attached addenda are a contract for the Services indicated on the Contract.

1. SERVICES

1.1 Providing the Services. We agree to provide the services indicated on the Contract (the “**Services**”) in accordance with the Contract and these Terms of Service. You authorize Sampson Driving Services and its drivers to possess and operate the Vehicle for the purpose of providing the Services.

1.2 Changes. After the Contract is signed, you cannot change the Contract unless we agree to the changes in writing. You agree to pay any additional fees or expenses related to any approved changes.

1.3 Driver Transportation. Upon execution of the Contract, we will reserve a licensed and/or certified driver to perform the Services for you, plan an appropriate route for the transportation of your vehicle, arrange for transportation of our driver to pick up your vehicle on the pick-up date, and arrange for transportation of our driver after the vehicle has been delivered. You acknowledge that certain costs, such as airfare, may be nonrefundable and we will not refund you for any nonrefundable transportation costs if the services are cancelled. In some cases, travel credit or voucher may be issued if a reservation is cancelled but might not be transferable. If we or our driver receives a travel credit or voucher upon cancellation of a reservation we or the applicable driver will have the right to retain and use such credit or voucher, and you will not be entitled to a refund or credit equal to the amount of such voucher. If any driver transportation arrangements must be changed due to any delay or cancellation of the services, you agree to pay any additional costs and fees resulting from any change to the driver’s travel arrangements.

2. WAITING, CANCELLATION AND CHANGE FEES

2.1 Waiting Fees. A Waiting Fee in the amount described in the contract will be charged if transportation of the vehicle is delayed or suspended due to any of the following:

(a) The Vehicle is not ready for pick up on the pick-up date, the vehicle or trailer does not match the description in the Contract, or upon initial inspection of the Vehicle, we or our driver determines that the

Vehicle is not safe to operate.

(b) Mechanical Issues (see Section 3.1 below).

(c) Weather or Environmental Issues (see Section 3.2 below).

2.2 Cancellation

(a) Written notice of cancellation is required. If the services are cancelled, you will be required to pay any applicable Waiting Fees and expenses resulting from such cancellation, in accordance with Section 2.3. Airfare cancellations are subject to the airline policies. In case our driver is unable to make the trip, additional airfare may be purchased, at your expense.

(b) Sampson Driving Services may cancel the services if pick up of the vehicle is delayed for any reason described in Section 2.1 by more than one (1) day after the scheduled pick up date. Upon such cancellation, you agree to pay any Waiting Fees applicable during such delay, plus the cancellation fee described in the contract, plus any expenses incurred by us as a result of such cancellation, in accordance with Section 2.3. These expenses may include, but are not limited to airfares, motels, food, and all transportation costs.

(c) Sampson Driving Services may cancel the transportation of the vehicle is suspended for more than twenty-four (24) consecutive hours due to any mechanical Issue, Weather or Environmental Issue or your breach of the contract, these Terms of Service or any applicable addendum. Upon such cancellation, you agree to pay any Waiting Fees applicable during such suspension, plus the Cancellation Fee described in the Contract, plus any expenses incurred by us as a result of such cancellation, in accordance with Section 2.3. You will be responsible for arranging further transportation of the Vehicle.

(a) If the Services are cancelled by either you, Sampson Driving Services or our driver at any time for any reason, you agree that you are not entitled to a return or refund of funds.

2.3 Expenses. You agree to pay or reimburse us, and authorize us to charge your credit card, for any of the following expenses:

(a) Travel expenses related to transportation of our driver to the pick-up address such as airfare, ground transportation, parking, hotels, reasonable meal expenses, and applicable taxes and fees.

(b) Travel expenses related to transportation of our driver from the delivery address to the driver’s place of residence, such as airfare, ground transportation, parking, hotels, reasonable meal expenses and applicable taxes and fees.

(c) If the Services are cancelled for any reason after our driver has departed to pick up the vehicle or after the Vehicle has been picked up, travel expenses related to transportation of our driver from his or her current location to the driver’s place of residence, such as airfare, ground transportation, parking, hotels, reasonable meal expenses and applicable taxes and fees.

(d) Fuel costs, tolls and parking expenses incurred while transporting your Vehicle.

(e) All costs and expenses incurred with any delay or suspension of the services to due to a mechanical Issue

including, without limitation, all repair costs, costs of parts, service fees, towing charges, taxes, disposal or environmental fees, reasonable meal expenses, and for delays or suspensions requiring an overnight stay, hotel and ground transportation expenses.

(f) All costs and expenses incurred with any delay or suspension of the Services to due to a weather or Environmental Issue including, without limitation, reasonable meal expenses, and for delays or suspensions requiring an overnight stay, parking, hotels and ground transportation expenses, Or

(g) Fees or expenses incurred in complying with, Services after the Vehicle has been picked up.

2.3 Collection Costs. All fees, costs, expenses and other amounts will be due and payable upon delivery of invoice to you. All invoices will be deemed overdue if not fully paid within fifteen (15) days of the date of the invoice. If for any reason Sampson Driving Services incurs any costs in collecting all monies due to us or enforcing its rights under the Contract, these Terms of Service or any Addenda, we are entitled to collect and recover all costs and fees including reasonable attorneys' fees incurred in connection there with.

2.4 Late Fees. We may charge a late fee on any overdue amounts in an amount that is the lesser of: (a) 1.5% of the outstanding overdue balance per month, which will accrue daily, or (b) the highest rate or late fee that may be charged under applicable law. If the amount of any late fee paid by Client exceeds the maximum amount allowed by applicable law, the portion of the late fee paid by Client which exceeds such maximum amount will be deemed to be applied to the outstanding overdue balance.

3. MECHANICAL ISSUES; ENVIRONMENTAL ISSUES

3.1 Repairs and Mechanical Issues. You are responsible for all maintenance and repairs of your Vehicle (if applicable). Our driver will conduct an initial inspection of the Vehicle only to determine whether it appears to be safe to operate. The driver will not inspect any of the Vehicle's parts or systems. If the driver determines, in his or her sole discretion, that your Vehicle is unsafe to transport, we have the right to cancel this Agreement and you agree to pay the fees and expenses described in Section 2. If a mechanical, electrical or similar vehicle-related issue (a "**Mechanical Issue**") arises during transportation which renders the vehicle inoperable or unsafe to transport, as determined by the driver, in his or her sole discretion, transportation of your vehicle will be suspended and Sampson Driving Services or the driver may transport the vehicle (or have it transported) to an appropriate repair facility. Sampson Driving Services and our driver are authorized to order any repairs, parts or service that we or our driver, respectively, determines is reasonably necessary or appropriate to remedy the Mechanical Issue and resume safe transportation of the Vehicle including, without limitation, minor repairs, parts or service such as wipers, fluids, lights, belts or tires.

3.2 Weather or Environmental Issues. Our driver may suspend transportation of your Vehicle or trailer if the driver determines, in his or her sole discretion, that operation or transportation of the Vehicle is unsafe for the driver, Vehicle, trailer, cargo or passenger(s) due to weather conditions, road conditions, road closures, environmental hazards or similar circumstances ("**Weather or Environmental Issues**")

4. LIMITED WARRANTY; LIMITATION OF LIABILITIES

4.1 Limited Warranty. Sampson Driving Services warrants to you that (a) the driver assigned to transport your vehicle will have a valid driver's license and any required certifications to operate your Vehicle, and (b) the driver will operate the vehicle safely and with reasonable care. **EXCEPT AS STATED IN THE PRECEDING SENTENCE, THE SERVICES ARE PROVIDED "AS IS", AND ALL OTHER REPRESENTATIONS, WARRANTIES, TERMS OR CONDITIONS, ORAL OR WRITTEN, EXPRESS OR IMPLIED, ARISING FROM COURSE OF DEALING, COURSE OF PERFORMANCE, USAGE OF TRADE, QUALITY OF INFORMATION, QUIET ENJOYMENT OR OTHERWISE (INCLUDING IMPLIED WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INTERFERENCE, OR NON-INFRINGEMENT) ARE, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DISCLAIMED AND EXCLUDED FROM THE CONTRACT, THESE TERMS OF SERVICES AND ANY ADDENDA.**

4.2 Limitation of Liability. Our total aggregate liability under Section 4.1 shall not under any circumstances exceed an amount equal to the aggregate amount of fees actually paid by you to us under the Contract for the Services. All warranty claims under Section 4.1 must be made in writing within five (5) days after the delivery of the Vehicle, or the cancellation date of the services, as applicable, and any claims made after such period will be deemed waived. We will not be liable for any damage to the vehicle, or any injuries caused by us or our driver during the operation or transportation of the Vehicle, and Client hereby waives any claims that Client may have against us or our drivers arising from any such damage or injuries; provided, however, that the foregoing limitations will not apply to damages or injuries caused by the gross negligence or intentional misconduct (which will not be deemed to include misdemeanor or other minor traffic violations) of Sampson Driving Services or our driver, as determined by a court of law.

4.3 Consequential Damage Exclusion. UNDER NO CIRCUMSTANCES SHALL SAMPSON DRIVING SERVICES OR ANY OF ITS DRIVERS BE LIABLE TO CLIENT OR ANY OTHER PERSON FOR LOSSES OR DAMAGES WHICH FALL INTO ANY OF THE FOLLOWING CATEGORIES: (a) LOST REVENUES; (b) LOST PROFITS; (c) LOSS OF BUSINESS; (d) TRADING LOSSES. (e) INACCURATE DISTRIBUTIONS; OR (f) ANY INCIDENTAL, INDIRECT, EXEMPLARY, CONSEQUENTIAL, SPECIAL OR PUNITIVE DAMAGES OF ANY KIND, INCLUDING ANY OF THE FOREGOING LOSSES OR DAMAGES RESULTING FROM OPERATION OR TRANSPORTATION OF THE VEHICLE, OR ARISING FROM ANY BREACH OF THE CONTRACT, THESE TERMS OF SERVICES OR ANY ADDENDA, OR ANY TERMINATION OF THE SERVICES, WHETHER SUCH LIABILITY IS ASSERTED ON THE BASIS OF CONTRACT, TORT (INCLUDING NEGLIGENCE OR STRICT LIABILITY) OR OTHERWISE AND WHETHER OR NOT FORESEEABLE, EVEN IF SAMPSON DRIVING SERVICES OR ITS DRIVER HAS BEEN ADVISED OR WAS AWARE OF THE POSSIBILITY OF SUCH LOSS OR DAMAGES.

5. WAIVER OF SEARCH AND SEIZURE RIGHTS

While your vehicle is being transported by us, you hereby agree to allow the vehicle and any cargo in either the vehicle to be searched by any federal, state or local law enforcement official upon request or demand without requiring such official

to have either probable cause or obtain a search warrant prior to such search. You expressly waive all objections to a voluntary search of the vehicle or cargo. You acknowledge you are aware you may have state or federal Constitutional rights against unreasonable search and seizure; however, you are waiving said rights solely for the purposes described in this Section 5.

6. INDEMNIFICATION

Client shall indemnify and hold Sampson Driving Services and drivers (the "**Indemnified Persons**"), harmless from and again any claims, liability, damages, losses, costs or expenses including, without limitation, reasonable attorneys' fees and litigation costs ("**Liability**"), asserted against or incurred by any Indemnified Person which arises from or is related to (a) the vehicle and, if applicable, the trailer and any goods, property or cargo contained in or on the vehicle or trailer, (b) any property damage or bodily injury to any person for any reason, including any Indemnified Person, which occurs during transportation of the vehicle and within the scope of the terms of the contract, these Terms of Services or any Addenda, (c) your breach or violation of the Contract, these Terms of Services or any Addenda, or (d) any alleged or actual violation of federal, state or local law resulting from any search of the vehicle by a law enforcement official. Notwithstanding the foregoing, you will not be required to indemnify any Indemnified Person for any Liability arising from or related to (i) the negligence or willful misconduct of Sampson Driving Services or its driver, (ii) any breach or violation of the Contract, these Terms of Services or any Addenda by Sampson Driving Services or its driver, or (iii) any alleged or actual violation of federal, state or local law by Sampson Driving Services or its driver.

If any Indemnified Person makes a demand for indemnification under this Section 6, you agree to advance funds for defense of any claims against any Indemnified Person prior to final disposition of such claims. You may not settle any claim against any Indemnified Person without our prior written consent.

7. MISCELLANEOUS

7.1 Notices. All notices and other communications required or permitted by the contract, these Terms of Services or any Addenda must be in writing and will be deemed given to a party when (a) delivered to the appropriate address by hand or nationally-recognized overnight courier service (costs prepaid); (b) sent by e-mail, or (c) received or rejected by the addressee, if sent by certified mail, return receipt requested, in each case, to the applicable address stated in the contract (which may be updated by delivering notice to the other party).

7.2 Governing Law. The Contract, these Terms of Services or any Addenda are governed by and will be interpreted under

and construed and enforced in accordance with the laws of the State of New Jersey, without regard to conflict of law principles.

7.3 Assignment; Contractors. You may not assign the Contract, these Terms of Services or any Addenda or any of your rights thereunder to any person. Any such assignment will be void. You acknowledge that we may use contractors or subcontractors to perform the Services. We acknowledge that use of contractors or subcontractors to perform the Services does not relieve us of our obligation to provide the Services.

7.4 Entire Agreement. The Contract, these Terms of Services or any Addenda constitutes the entire agreement and understanding of the parties hereto with respect to the subject matter hereof and supersede all prior agreements and understandings, whether written or oral, relating to the subject matter hereof. There are no other agreements between or among the parties other than those set forth in the contract, these Terms of Services or any Addenda.

7.5 Severability.

If any provision of the Contract, these Terms of Services or any Addenda is held to be unenforceable, then that provision will be modified to the minimum extent necessary to make it enforceable, unless that modification is not permitted by law, in which case that provision will be disregarded. If an unenforceable provision is modified or disregarded in accordance with this Section 7.6, then the rest of the Contract, these Terms of Services or any Addenda will remain in effect as written. Any unenforceable provision will remain as written in any circumstances other than those in which such provision is held to be unenforceable.

1.1 Interpretation. No provision of this the Contract, these Terms of Services or any Addenda will be interpreted in favor of, or against, any of the parties hereto by reason of the extent to which any such party or its counsel participated in the drafting thereof or by reason of the extent to which any such provision is inconsistent with any prior draft hereof or thereof.

1.2 Conflicts. In the event of any conflicting the terms and provisions of the Contract, these Terms of Services or any Addenda, the terms and provisions of the Contract shall control, followed by any Addenda and then these Terms of Service.

1.3 Relationship of the Parties. The relationship of the parties is that of independent contractors. The parties are not, by virtue of the Contract, these Terms of Services or any Addenda, in an employer-employee, principal-agent, joint venture or partnership relationship with each other, and each party agrees not to represent to any other person, or to assert in any form or forum to the contrary.