

CARMEL CAR AND LIMOUSINE SERVICE CORPORATE ACCOUNT APPLICATION

Official Corporate Name _____
Please type or print official name of company

Doing Business As _____
Please type or print name of D/B/A

Billing Address: _____

City: _____ **State:** _____ **Zip:** _____ **Bill attention to:** _____

Telephone: _____ **Fax:** _____

Email address: _____ **Fed ID#:** _____

Type of Business: Corporation _____ Partnership _____ LLC _____ Sole Proprietor _____

State of Incorporation: _____ **Date of Incorporation:** _____

CREDIT CARD AUTHORIZATION : Credit Card Information Visa AMEX MasterCard

Cardholder Name: _____

Credit Card Number: _____

Expiration Date: _____

Billing Address: _____

(Address where monthly credit card statements are received. Also provide copy of front & back of cc plus photo id.)

Phone Number(s): _____

(Associated with credit card)

By signing this form below, the Company acknowledges and agrees to pay for any and all charges invoiced to the company by Carmel. The authorizer hereby warrants and represents he/she has the authority to legally bind the Company as set forth herein.

Being the cardholder or Corporate Officer, by signing below I understand and agree to the terms set forth in this agreement, agree to pay, and specifically authorize Carmel Car and Limousine Service ("Carmel") to charge my credit card, for the transportation services provided. Carmel will provide me with an itemized statement detailing all of my charges. I further agree that in the event my credit card becomes invalid, I will provide Carmel with a new valid credit card upon request, to be charged for the payment of any outstanding balances owed to Carmel. If the Company listed above fails to pay, I personally guarantee payment of all obligations the Company may owe to Carmel

Printed Name: _____

Signature: _____

Date: _____

Official Corporate Title: _____

For Office Use Only			
Account Manager	Office Telephone #	Office Fax #	Account #
Sharon Mercer	212-662-9796	212-662-7375	

CORPORATE AGREEMENT APPLICATION

This Agreement, which governs the terms and conditions of the use of the services of

Carmel Car and Limousine Service, is between the company, _____

and it's cardholder, _____ ("you or "Customer"), as an authorized user of such services, and Carmel Car and Limousine Service. This agreement, together with any operating rules, policies, price schedules, or other supplemental documents expressly incorporated herein by reference and published from time to time by Carmel Car and Limousine Service (collectively the "Agreement"), constitutes the entire agreement between Carmel Car and Limousine Service and you regarding the services of Carmel Car and Limousine Service, and supersedes all prior agreements between the parties regarding the subject matter of this Agreement. For purposes of this Agreement, "services" are defined as any and all car and limousine services provided by Carmel Car and Limousine Service to you, your agent(s), employee(s) or assign(s) either now or in the future. By using the services of Carmel Car and Limousine Service, you confirm your acceptance of, and agree to be bound by this Agreement.

Charges

- a. You agree to pay all charges for your use of the services of Carmel Car and Limousine Service at the prices then in effect. Carmel Car and Limousine Service reserves the right to change prices or institute new charges for its services. You are responsible for regularly reviewing, obtaining and confirming such pricing information. Continued use of the services of Carmel Car and Limousine Service or non-termination of your account after changes are posted constitutes your acceptance of the prices as charged.
- b. Prices do not include tolls, parking, extra stops, or waiting time, and all charges will be exclusive of a \$3.00 voucher processing fee and a Chauffeur's gratuity of 20% (twenty percent), which will be automatically added to your bill.
- c. You will be invoiced on a semi-monthly basis. Payment of your account balance is due upon receipt. You hereby agree to pay all amounts due upon demand. Your account will become past due if such is not paid in full within 30 days of the date of such invoice/bill, and your credit card on file will be charged the full amount due.
- d. Each time you use the services of Carmel Car and Limousine Service, or allow or cause the services of Carmel Car and Limousine Service to be used, you agree and reaffirm that Carmel Car and Limousine Service is authorized to charge your designated credit card.
- e. You agree that Carmel Car and Limousine Service may (at its option) accumulate charges incurred during your billing cycle and submit them as one or more aggregate charges during or at the end of each cycle, and that Carmel Car and Limousine Service may delay obtaining authorization from your card issuer until submission of the accumulated charge(s). This means that accumulated charges may appear on the statement you receive from your card issuer.

Customer Representations

You represent and warrant that you are at least 18 years of age or, as applicable, the age of majority in the state or province in which you reside, and that you possess the legal right and ability to enter into this Agreement. You agree to be financially responsible for the use of the services of Carmel Car and Limousine Service (as well as for use of your account by others, including those persons employed by you and to comply with your responsibilities and obligations as stated in this Agreement.

(PLEASE INITIAL)

Termination

Either you or Carmel Car and Limousine Service may terminate your account at any time, with or without cause, upon notice. Any such notice by you to Carmel Car and Limousine Service must be by certified mail return receipt requested at the business address for Carmel Car and Limousine Service located at 2642 Broadway New York, NY 10025

Payment

Carmel Car and Limousine Service reserves the right to suspend or terminate your account without notice upon rejection of any card charges or if your card issuer (or its agent or affiliate) seeks return of payments previously made to Carmel Car and Limousine Service when Carmel Car and Limousine Service believes you are liable for the charge. Such rights are in addition to and not in lieu of any other legal rights or remedies available to Carmel Car and Limousine Service

General Terms

THE LAWS OF THE STATE OF NEW YORK, U.S.A., EXCLUDING ITS CONFLICTS-OF-LAW RULES, GOVERN THIS AGREEMENT AND YOUR USE OF THE SERVICES. YOU EXPRESSLY AGREE THAT EXCLUSIVE JURISDICTION FOR ANY CLAIM OR DISPUTE ARISING FROM THE USE OF THE SERVICES OF CARMEL CAR AND LIMOUSINE SERVICE IS IN THE NEW YORK STATE SUPREME COURT FOR THE COUNTY OF NEW YORK. If any provision of this Agreement is held to be invalid or unenforceable, such provision shall be struck and the remaining provisions shall be enforced. Carmel Car and Limousine Service’s failure to act with respect to a breach by you or others does not waive Carmel Car and Limousine Service’s right to act with respect to subsequent or similar breaches. You may not assign or transfer this Agreement or any rights hereunder, and any attempt to the contrary is void. Carmel Car and Limousine Service shall not be liable for any delay or failure to perform resulting directly or indirectly from any causes beyond Carmel Car and Limousine Service's reasonable control.

For Customer

For Carmel Car & Limousine Service

By _____
(Must be) Cardholder Signature

By _____
Account Manager