



AVANT-GARDE GLOBAL TRANSPORTATION AFFILIATE FARM-OUT AGREEMENT

This affiliate agreement (hereinafter referred to as the "Agreement") made on this day _____ between Avant-Garde Global Transportation (hereinafter referred to as the "Company") whose business address is 6156 Mission Gorge Rd, Suite I, San Diego, CA 92120, and _____ whose business address is _____ (hereinafter referred to as the "Affiliate").

This Agreement will become effective on _____ and will renew every year, unless there is a new agreement between the parties, or is cancelled by either party.

The Affiliate agrees to provide limousine or transportation services in a timely and professional manner to clients of the Company under the following terms and conditions:

TERMS AND CONDITIONS / SERVICE:

1. Affiliate shall confirm reservations/faxes within a two (2) hour period via fax, email or by phone. When confirming reservations, Affiliate will advise the Company of extraordinary items, i.e. garage time or special pick-up procedures.
2. Affiliate shall have driver on location fifteen (15) minutes prior to the confirmed reservation time.
3. Affiliate shall have their driver make contact with the passengers at pick-up location other than an airport.
4. Affiliate shall have their stretch limousine stocked with ice, water and soda.
5. Affiliate shall provide baby or toddler car seat when requested.
6. Affiliate shall maintain an acceptable level of professional service. All drivers shall be in uniform (dark suit, white shirt, and dark tie).
7. Affiliate shall have an English speaking driver assigned to our orders (Unless special circumstances require bi-lingual).
8. Affiliate shall be responsible for monitoring and updating arriving flights, either public or private, before dispatching vehicle.
9. Affiliate shall have their driver use an **Avant-Garde Global Transportation** sign with the passengers' name when doing an airport or hotel pick-up.
10. Affiliate shall honor a four (4) hour cancellation policy with no charge for airport service. All other cancellations shall be billed at minimum rate, in accordance with Company Policy.
11. Affiliate shall notify Company for no-show, incidents or problems immediately as they occur.
12. All client requests for additional services, other than those services originally booked through the Company, must be approved by the Company. "No Approval" means "No Pay".
13. Affiliate shall be responsible for compensating clients and/or the Company for inconvenience due to errors on an equitable, case by case basis.
14. Affiliate shall name Company as additional insured with a minimum 1.5 million dollars of coverage per vehicle and 5 million dollars of coverage for vehicles with capacity of 15 + passengers.

15. Affiliate shall provide Company with a copy of permit or license to operate as a limousine transportation company.
16. Affiliate shall not subcontract any work from Company's clients. In the event Affiliate subcontracts out a job given to them by the Company, the Company will immediately terminate Agreement and seek legal recourse.
17. Affiliate shall not solicit from Company's clients. In the event Affiliate solicits Company's clients, the Company will immediately terminate Agreement and seek legal recourse and financial restitution.
18. Affiliate shall not disclose any information regarding Company's clients. All information, including client name, address, and travel information shall remain the sole property of the Company. In the event such proprietary information is made available to and/or obtained by a third party through whatever means whatsoever, Company shall seek legal recourse for any and all damages, including actual and punitive, from Affiliate, its employees and/or any other responsible party to be determined later.
19. Affiliate shall not create, publish, distribute or permit any written material that name or references the Company without prior consent of the Company.

BILLING:

1. Affiliate shall bill the Company at rates negotiated on a job-by-job basis by Company sales/dispatch personnel.
2. Affiliate shall return for charges no later than 48 hours after completion of the job.
3. Affiliate must have a purchase order reference number on their faxed/emailed invoices to expedite payment.
4. Affiliate shall bill one invoice for each purchase order. For example, our 3 orders should 3 have separate invoices.
5. Affiliate shall notify Company in writing of availability for upcoming special events at least 30 days prior to the start of the event.

PAYMENT:

1. All payments will be made 15 days from the date we receive your submitted invoice via fax to 619-795-7061 or email at info@limocharters.com. (Any and all email invoices must be accompanied by a "CC" to our Head of Accounting, Richard Watson @ rick@limocharters.com to ensure prompt processing).
2. Payment will be made by company check.
3. The Company will not pay any surcharges or fees such as fuel, late night, administrative, license, airport, toll road, ground, etc.

NEW RESERVATION: Avant-Garde Global Transportation reservations will be sent either via fax or via E-Mail to your office to make a reservation. Specific time and locations with special notes will be indicating on the Farm Out Routing / Trip Sheet. After you receive the reservation, please review it and fax back your confirmation to # 619-795-7061. If there are any details of the run that are not clear, please contact our office immediately for clarification.

CHANGING RESERVATION / GETTING ADDITIONAL BILLING APPROVAL: Avant-Garde Global Transportation is responsible for the service request indicated on the RESERVATION sheet that we fax or send to you. However, if the passengers give your chauffeur a different instruction, want to make extra stops or make changes on item/location/type of vehicle, or make reservation directly with your office/chauffeurs, **you must call our Dispatch at Tel # 888-480-5466 IMMEDIATELY** so that we may get

approval from the Company in order to bill the additional amount. Please make sure that all of your chauffeurs and dispatchers are aware of this important procedure. Avant-Garde Global Transportation will not be responsible for any additional amount if you do not obtain **prior authorization for additional billing amount.**

NO SHOW and/or CANCEL ON LOCATION: If your chauffeur does not make contact with the passenger at the pick up location, your office must call Avant-Garde Global Transportation Reservation Center before the car is released. This will allow us to find out the whereabouts of the passengers, and/or follow up their car arrangement on next destination and ensure billing of the NO SHOW charge to our clients.

PHONE RESTRICTION: Car/Cell phone charges should not be included on Avant-Garde Global Transportation invoices unless there is special instruction "PHONE OK" noted on Avant-Garde Global Transportation's reservation fax or e-mail. Please call Avant-Garde for billing authorization for phone usage. If there is phone billing restriction and the passenger wants to use the cellular phone, the Affiliate or passenger is responsible for the charges.

INVOICES: Please fax your invoices to Avant-Garde's Accounting Department at 619-795-7061 within 48 hours of the job completion. All invoices must include: 1) Passenger Name 2) Service Date 3) Avant-Garde Reservation number 4) Detailed breakdown of time and charges.

RATE CONFIDENTIALITY: Please note all rates are confidential and should not be discussed with our clients. Any questions regarding rates should be directed to our office.

GRATUITY: Please inform your chauffeurs that the Gratuity is included on Avant-Garde's invoices, so that he/she should not expect it from the passengers. If the passenger wants to give tips, the chauffeurs need to make the passengers aware that the Gratuity is automatically added on the invoice. If the passengers still want to give an additional tip, the amount should be given in Cash by the passengers, not to bill to Avant-Garde.

GENERAL:

1. Affiliate will determine the method, details and means of performing the above referenced services. The Company will not control, direct, or supervise the Affiliate in the performance of those services, unless there are matters / instructions that are unclear.
2. Affiliate shall indemnify, defend and hold harmless the Company, its affiliates, successors and assigns, and their respective officers, directors, shareholders and employees, from and against any and all losses, liabilities, damages, actions, claim, expenses and costs including, without limitation, reasonable attorneys' fees, which result or arise from or are based on the negligence or willful misconduct of the Affiliate, it's agents, servants or employees.
3. Affiliate shall conduct business in accordance with all laws and regulations promulgated by the State of California and/or State in which Affiliate resides and the United States of America, and in accordance with all laws and regulations regarding limousines/transportation services, including all licensing requirements.
4. If any provision in the agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions will nevertheless continue in full force without being impaired or invalidated in any way.
5. Any controversy between the parties hereto involving the construction or application of any of the terms, covenants, or conditions of this agreement will, on the written request of one party served on the other, be submitted to arbitration.

6. Any notices to be given hereunder by either party to the other may be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested.
7. This agreement supersedes any and all agreements either written or verbal, between the parties hereto with respect to rendering services of the AFFILIATE for the COMPANY and contains all of the covenants and agreements between the parties with respect to the rendering such services, in any matter whatsoever. This agreement is not binding and can be terminated at any time as long as involved parties are notified in writing, in accordance with the above referenced terms.
8. If any action at law or inequity, including an action for declaratory relief, is brought to enforce or interrupt the revisions of this agreement, the prevailing party will be entitled to any and all reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.
9. This agreement will be governed by and construed in accordance with the laws of the United States of America and/or the appropriate governing party in which set action has been instituted.

Executed at Avant-Garde Global Transportation, San Diego, California on the date and year indicated above.

COMPANY

AFFILIATE



Robert P. Watson
 Vice-President & Managing Member
 Avant-Garde Global Transportation

Signature: _____

Name: _____

Title: _____

Company: _____

Contact Information:

Avant Garde Limousine, LLC
 Avant-Garde Global Transportation
 Headquarters
 6156 Mission Gorge Rd. Ste I
 San Diego, CA 92120
 619-281-0900 ofc
 888-480-5466 toll free
 619-795-7061 fax
info@LimoChartersUSA.com
www.LimoChartersUSA.com