

CORPORATE AND HOTEL LIMOUSINE SERVICE

GENERAL

This Contract for Corporate and Hotel Transportation Services is made by and between **Landry's Shuttle Service ("LSS" or "Company")** and _____ (**"Hotel"**).

TERM

Services under this contract will commence on the date the contract is signed. The initial term of the contract will be for a period of 1 year, unless a renewal is signed prior to termination date.

SERVICES

Landry's Shuttle Service will provide professional Hotel Courtesy Transportation Service operations that supports the hotel's commitment to sustainability.

Company can assign any of the limousine vehicles that are available (sedan, limo bus, shuttles, etc.) for hotel transportation service needs. All transportation vehicles are fully-furnished, nimble, and are equipped with air-conditioning and seatbelts. Back up vehicles with the same make and model are available, and appropriate signage to indicate the Hotel name will be available.

LSS will offer ADA accessible vehicles exclusive for hotel use. This transportation is available 24 hours a day, 7 days a week. The transportation will have hotel signage along with **ADA signage** (Mobility Vehicle) visible to everyone on the outside of the vehicle.

COMMUNICATION DEVICES & PROTOCOL

Company shall provide the Hotel with sufficient communication devices to permit radio communication with Company's dispatcher, Field Service Manager, and Hotel Liaison Manager. The Hotel as the situation may require, shall be responsible for the replacement cost of such devices in the event the devices are lost or damaged.

SIGNAGE

Each vehicle shall prominently display Hotel's name and insignia. All graphics and signage must be approved by Hotel. Company shall use best efforts to have permanent signage in place prior to deployment of any vehicle but in no case later than thirty (30) calendar days after initial deployment. If permanent signage is not available as of the initial deployment of any vehicle, Company shall use temporary signage until permanent signage becomes available.

MAINTENANCE OF VEHICLES

LSS shall keep, operate and maintain all vehicles in good operating condition, repair, and appearance (including, but not limited to, a clean exterior free of any appearance of major damage and a clean interior with proper safety equipment). LSS has their own washers and therefore, vehicles are washed and detailed twice a week. A third day is implemented in inclement weather in an effort to keep the transportations clean.

Each vehicle shall be in good mechanical condition with all amenities in working order, ready for deployment as scheduled. Maintenance records shall be provided to the Hotel on request.

Daily cleaning shall consist of cleaning and dusting interior surface areas, emptying trash cans, repair of damage to upholstery, removal of graffiti, and removal of gum and sediments. Daily cleaning shall also consist of cleaning of the operator compartment and wheelchair lift, mopping the floor, and washing the exterior and interior (including exterior windows and the undercarriage). Interior glass shall be cleaned as necessary to maintain a clean appearance and maximum visibility.

Refueling of transportations are done on graveyard by two assigned fueler's each night to ensure service is not impacted.

Company shall perform a mechanical inspection every forty-five (45) days. Company's maintenance staff shall keep records of (1) maintenance history, (2) vehicles' statistics (days in service, fuel consumption, hours in service per day, odometer readings, oil consumption, and tire depth), (3) repair history, (4) tool use by mechanics, and (5) work orders. Inspection records shall be provided to the Hotel on request. Each driver shall perform a pre-trip safety inspection and post-trip safety inspection.

Company reserves the right to substitute vehicles of like age and condition for the regularly used vehicle(s) during periods of regularly scheduled maintenance or unscheduled and/or unforeseen repairs. Each substitute vehicle shall display proper hotel signage.

GPS

ETA Transit Trackers will be installed on all transportations. It allows the passenger to see your vehicles on route to/from the hotel to the airport. This capability is done through an app for Android/iOs phones. This minimizes the passengers calling for a location of the shuttle. Also, it helps the dispatcher keep the transportations separated from clogging up to the hotel at the same time. The dispatcher is able to watch and communicate with the drivers to keep them apart. Camera's will be installed on each transportation to protect the passengers as well as the driver. An automatic passenger count system will be installed, this will provide accurate reports of passenger count, and reports of the transportation actually stopping at each terminal.

Driver Training

All transportation drivers go through a rigorous training program (including vehicle-specific and site-specific training) of 96 hours both classroom and behind the wheel training. This training encompasses accommodation of disabled passengers, prior to being assigned a transportation route. Drivers also attend a mandatory Customer Service Training class once a month, thereafter. Drivers are trained and supervised in accordance with accepted industry practice and standards. Records are kept for employee attendance and subjects covered.

A Field Service Manager is assigned to each hotel per eight hours, to ensure flow of passenger pickup and drop off runs accordingly. All Hotels are assigned a Hotel Liaison Manager for any suggestions or complaints. All contact information will be provided for the managers who carry a radio to communicate with drivers and hotel staff.

All employees at LSS including office personnel are submitted to a criminal history background check. Employment is not confirmed until the employee has passed all state/federal background test along with the sex offender registration.

Uniforms

All drivers shall at all time while performing Services hereunder be Neat, Clean and Courteous and shall wear uniformed attire including Picture Name tags. The uniforms consist of a white dress shirt with tie, black pants, black socks, and black shoes (leather or patent leather). There are no exceptions to the uniform. Drivers are subsequent to uniform inspection at start of shift including facial hair, etc. prior to being issued a transportation route.

Operations

Necessary steps are taken to ensure transportation service runs smooth.

- **Dispatch Managers** have the responsibility of notifying hotels in an **email/phone call** in the event of an accident/incident, heavy traffic, construction, lane closures, etc. that may impact flow of service. There is a log to record date/time, contact person, and reason for call. This log is available upon request for viewing. Accident/Incident reports will be available within 48 hours.
- Breaks/Lunches, Relief drivers meet at the hotel to relieve the driver. This keeps the transportations in rotation without interruption to service. Fueling and Washing is done on graveyard as to not interrupt service.
- Drivers sign a waiver if they are caught not stopping at a terminal they are subjected to a one-day suspension. Second time two days' suspension. Third time is automatic termination. The GPS trackers are able to confirm if the transportation stop.
- Cellular phone use is prohibited while driving. Drivers are equipped with an earpiece for dispatch radio transmission.
- In the event a GPS tracker goes offline, the hotel will be notified via **email/phone** and when it is repaired the hotel will be notified again via **email/phone** by the **Director of Operations**.
- **Director of Operations** will address any/and all complaints within 48 hours after received by the hotel. Hotel will be notified immediately by **Dispatch Manager** via **email/phone** his findings.
- Reports will be provided electronically for daily, weekly, and monthly, passenger count.
- Drivers are instructed to notify dispatch if he/she picks up crew members. LSS dispatches another transportation for passengers so not to impact passenger pickup. Drivers are instructed to suggest seating according to terminal exit.
- Express transportations are dispatched from our dispatch office. LSS driver schedules are always padded for the unexpected.
- Changes to transportation frequencies and or transportation service requirements will be directed to the **Director of Operations in writing**. Should LSS recommend possible service changes it will also be in writing to the contact person designated.
- **Times & Frequencies**

To be determined based on Hotel need and availability.

Insurance

LSS, at Company's expense, shall maintain during the term of this Contract, commercial general liability and automobile liability insurance with minimum limits per occurrence and for personal injury and property damage, with minimum limits. Company shall provide the Hotel certificate of insurance naming the Hotel as Additionally Insured, evidencing the foregoing coverage prior to providing any services to transport under this Contract. Company shall provide that said insurance shall not be canceled or materially altered until at least thirty (30) days after written notice is received by the Hotel. LSS shall also maintain any insurance coverage required by any government body, including workers' compensation, for the types of transportation and related services specified.

LSS has Workers Compensation Insurance with \$1,000,000 limit.

Currently LSS has Automobile and Comprehensive Bodily Injury and Property Damage Liability Insurance at \$5 million each occurrence.

Should LSS be awarded the contract insurance will increase to requested limits.

INDEMNIFICATION

LSS agrees to indemnify and hold harmless the hotel and their respective officers, directors, owners, employees, agents, successors and assigns from and against any damages, claims, liabilities, costs, including reasonable attorneys' fees, and losses of any kind or nature whatsoever, to the extent caused by the negligence or willful misconduct of Contractor, its employees or other persons retained by Contractor.

Force Majeure

The performance of this Agreement by the Contractor is subject to war, terrorism, government regulation, disaster, civil disorder, curtailment of transportation infrastructure or facilities, or other reasons beyond the reasonable control of the parties making it impossible, impracticable or illegal for Contractor to render Services. This Agreement may be suspended for up to 30 days for any of the above reasons provided written notice is provided by the affected party to the other party setting forth the nature of the event of *force majeure*. Subsequent to the provision of such a notice of *force majeure*, the Contractor shall invoice the Subscribing participant a maximum amount equal to 15% of the Base Monthly Billing for the month service is suspended: such amount being agreed by the parties as reasonable and necessary to permit Contractor maintenance of a ready state in anticipation of service of service resumption. If resolution or restoration of any condition affecting the ability of the Contractor to continue under the terms of this Agreement for any of the circumstance covered under this provision, is not obtained within the 30-day suspension period, the affected party may, as to the parties hereto, terminate this Agreement without liability; releasing both parties from all terms and conditions related to the delivery of services herein and payment of fees/compensation for delivery of such services. In the event that this Agreement terminates with the Contractor per this provision, the Contractor shall promptly refund to the Renaissance and Four Points all amounts paid in advance of the delivery of service by Contractor hereunder prior to such cancellation or termination.

LOST & FOUND

A logbook is available to the Manager on Duty of LSS or other Supervisor when Manager on Duty is not available. In the logbook on each form a description is required of item(s) lost, where the article was found, (e.g., shuttle number, location within the shuttle), and when, including the day, time, and date. The identity of the person who found it is also required. The logbook shall also contain the date and method of disposition for any item that is not claimed. All items are stored to prevent damage and labeled so they can be easily located in the storage area. A standard lost/found tag is labeled with a number to correspond with the item logged in the logbook. Valuable items, such as credit cards, jewelry, cameras, or

airplane tickets are turned over to the General Manager of Company, who personally will record it in the lost and found logbook. After packaging and identifying the item, it is to be stored in the **safe**. Cameras are strategically placed in our dispatch office. These items are kept for 90 days, or for such longer period in the discretion of the General Manager. All other items are locked securely in a cabinet to which only the Manager on Duty or General Manager have access. These items are kept for 90 days at which time the General Manager will dispose of the item in accordance with any laws, codes, or regulations. If a guest calls looking for a lost article, calls are directed to the Manager on Duty or General Manager. The Manager on Duty or General Manager will ask the person for a specific description of the item. Logged description and details are never provided to the caller. If a caller picks up his/her lost/found item, he/she is required to show identification and sign the logbook to acknowledge that the item has been returned. No food items are stored in Lost/Found. Alcohol, beer and wine are to be disposed of by pouring the remaining contents down the drain. Unopened bottles are to be disposed of in the same fashion. These items are never to be given to staff or guests. Lost/found items should be mailed only when the owner requests it; the item will be sent to the address given by the owner. The address will be logged. Lost/found articles are never to be taken from the property except as provided above. Employees may not accept gifts other than normal cash tips from guests without the advance specific permission from the General Manager.

PRICING AND PAYMENT.

Base price. Fee will be determined based on services to be rendered. This fee once determined will be all inclusive price that will include the cost of fuel, insurance and maintenance.

Payment Due. Payment is due upon receipt of company's invoice, with the exception of the **first payment that is due upon signing of this agreement**. Amounts not paid within thirty (30) days shall accrue simple interest at rate of 1.5 percent per month. In the event that 1.5 percent per month exceeds the maximum rate of simple interest allowable by law, interest shall be calculated at the maximum rate of simple interest allowable by law. Past due amounts paid to Company shall be applied first towards any interest due, then towards principal owing.