

SERVICE PROVIDER AGREEMENT

This Agreement is made _____, _____ by and between NY Metro Limousine Incorporated, an Iowa corporation ("NY Metro Limousine") and the undersigned person or entity ("Service Provider")

WITNESSETH:

- A. NY Metro Limousine operates the NY Metro Limousine Reservation Network and owns proprietary rights to certain scheduling and dispatching application software used or useful in the scheduling and dispatching of vehicles for hire.
- B. Service Provider is in the business of providing for-hire transportation of passengers and wishes to take advantage of the services and products offered by NY Metro Limousine and gain the advantage of being a part of the NY Metro Limousine Reservation Network.
- C. Service Provider and NY Metro Limousine desire to enter into this Agreement governing brokerage by NY Metro Limousine, if any, of certain passenger transportation to be provided by Service Provider.

In consideration of the mutual covenants set forth herein and other good and valuable consideration, it is agreed:

1. **Service Provider's Operating Authority and Compliance with Law.** Service Provider represents and warrants that it is duly authorized and legally qualified to provide the chauffeur services ("Services") set forth herein, and within the service area further described in Appendix A, on behalf of NY Metro Limousine and its customers ("Customers"). Service Provider further agrees to comply with all federal, state, and local laws regarding the provision of the Services contemplated under this Agreement ("Applicable Laws"). Service Provider further represents and warrants that it does not have an unsatisfactory safety rating issued from the Federal Motor Carrier Safety Administration ("FMCSA") of the Department of Transportation ("DOT"). In the event that Service Provider receives an unsatisfactory safety rating, Service Provider shall immediately notify NY Metro Limousine of such fact and will refuse any moves tendered by NY Metro Limousine once such unsatisfactory safety rating is issued.
2. **Services.** Service Provider's services under this Agreement are designed to meet the needs of NY Metro Limousine under the specified rates and conditions set forth herein and as supplemented by the "Chauffeur Standards" which are implemented by NY Metro Limousine and revised from time to time. The Chauffeur Standards are hereby incorporated into this Agreement and Service Provider hereby agrees to comply with and be bound by the service requirements contained therein. Service Provider shall provide the Services requested by NY Metro Limousine and shall comply with all instructions communicated by NY Metro Limousine to Service Provider, including those set forth in the Vendor Reservation Confirmation. This Agreement does not grant Service Provider an exclusive right to perform Services for NY Metro Limousine or its Customer. NY Metro Limousine shall have no obligation to tender any minimum amount of moves to Service Provider.
3. **Rates and Payments.** Service Provider agrees that the terms and conditions of this Agreement apply to all moves made by Service Provider for NY Metro Limousine and that the terms of this Agreement control the relationship of the parties. Unless otherwise set forth in Appendix A, the rates payable to Service Provider by NY Metro Limousine for Services performed under this Agreement shall be set those rates set forth in the applicable Vendor Reservation Confirmation. Payment by NY Metro Limousine will be made within forty-five (45) days of NY Metro Limousine's receipt from Service Provider of any necessary billing documents enabling NY Metro Limousine to ascertain that the service was provided in accordance with all applicable requirements. Service Provider agrees that NY Metro Limousine has the exclusive right to handle all billing of charges to the Customer for the Services provided herein, and, as such, Service Provider agrees to refrain from all collection efforts against the Customer. If, whether prior

to or after collection from Customer by NY Metro Limousine, a Customer complains the services rendered by Service Provider were not in keeping with the terms and conditions in this Agreement, NY Metro Limousine will handle any such complaint. NY Metro Limousine shall have the right, in its sole discretion, to adjust the payment required of the Customer. Any decrease in the amount owed by the Customer shall be deducted from the amount owing to the Service Provider and will not affect the commission to which NY Metro Limousine is entitled. Service Provider further agrees and understands that NY Metro Limousine has the discretionary right to offset any payments owed to Service Provider hereunder for liability incurred by NY Metro Limousine, or claims by NY Metro Limousine Customers, including claims for insufficient service, damage or loss to baggage, and personal injury.

4. Obligations of NY Metro Limousine. NY Metro Limousine:

- a. will perform all processing including credit card processing and collection of funds for all transactions resulting from reservations made through the NY Metro Limousine Reservation Network.
- b. will, except as otherwise set forth herein, pay to Service Provider the amounts owed to Service Provider for all Services provided hereunder subject to the provisions of this Agreement.

5. Obligations of Service Provider. Unless otherwise set forth in Appendix A, Service Provider:

- a. shall have and maintain in full force and effect, all operating authorities, licenses, certificates, and any other obligations necessary to perform the Services offered by Service Provider pursuant to this Agreement.
- b. shall maintain, and/or shall only utilize individual drivers that maintain, necessary drivers licenses, endorsements, and security clearances enabling the performance of the Services in accordance with all Applicable Laws. Additionally, all such drivers shall comply with any and all drug screening or any other requirements imposed by Applicable Laws.
- c. has reviewed the NY Metro Limousine Chauffeur Standards in its entirety. Service Provider understands the requirements and will comply, and require that all of its individual drivers comply, with all requirements contained in that document.
- d. will insure that all drivers, and personnel involved in the customer's transportation, will treat customer names, delivery locations and overheard conversations as confidential information.
- e. will be responsible, financially and legally, for all fines and/or penalties imposed by authorities upon Service Provider's operations, and for defending, indemnifying, and holding NY Metro Limousine harmless from any assessed fines and/or penalties.
- f. will not transfer, assign or sublicense all or any portion of this Agreement or the license granted hereunder without the prior written consent of NY Metro Limousine.
- g. will record, maintain, and verify all of its vehicle reservations.
- h. Will provide and accept 24x7 direct verbal communication supporting the NY Metro Limousine quality call program which includes 12 hour, 2 hour and 1/2 hour pre-pickup calls to insure customer satisfaction.
- i. will indemnify and hold harmless NY Metro Limousine, its Customer, and either of their officers, directors, employees and agents from and against any and all loss, liability, damage,

claim, fine, cost, penalty, expense or injury (including death) arising out of or in any way related to the performance or breach of this Agreement by Service Provider, its employees, agents, or independent contractors (collectively, the "Claims"), including, but not limited to, Claims for or related to personal injury (including death), property damage, and Service Provider's possession, use, maintenance, custody or operation of the equipment utilized by Service Provider to perform the Services; provided however, that Service Provider's indemnification and hold harmless obligations under this paragraph will not apply to any Claim attributable to the sole negligence, gross negligence, or willful misconduct of NY Metro Limousine or the Customer.

- j. shall carry at all times during the term of this Agreement commercial general liability ("CGL") insurance coverage with a combined single limit of at least \$1,000,000, automobile liability ("AL") coverage with a combined single limit of at least \$1,000,000, excess liability coverage of at least \$1,000,000 (applicable to both AL and CGL policies), workers compensation coverage as required by Applicable Law, and employers liability insurance of \$100,000. NY Metro Limousine shall be named as an additional insured on the CGL and AL policies. Service Provider shall furnish to NY Metro Limousine written certificates obtained from the insurance carrier showing that such insurance has been procured, is being properly maintained, the expiration date, and specifying that written notice of cancellation or modification of the policies shall be given to NY Metro Limousine at least thirty (30) days prior to such cancellation or modification. Upon request, Service Provider shall provide NY Metro Limousine or Customer with copies of the applicable insurance policies. In the event that Applicable Laws require higher amounts of insurance, Service Provider shall comply with such higher amounts.
- k. will abide by all Applicable Laws including the payment of taxes, if any, on Service Provider's transactions, and provide to NY Metro Limousine, upon request, all of Service Provider's regulatory documentation (including valid operating authorities) as well as driver licensing information.
- l. will continue to have full responsibility for the operation of its business and the handling of reservations not generated through the NY Metro Limousine Reservation Network.
- m. warrants and represents that it has performed or otherwise obtained, and maintains in its possession, detailed background checks on all chauffeurs servicing NY Metro Limousine or its Customers. Background checks must be obtained from a company that provides written criminal, driving and financial historical information. In the event that a driver was found guilty of a criminal misdemeanor, felony or a serious traffic related offense disclosed by the background check, or after the initial background check, Service Provider shall not permit the individual to perform services for NY Metro Limousine or any of its Customers. Service Provider agrees to comply with all provisions of Applicable Law, including the Fair Credit Reporting Act, in conducting or obtaining such background checks, and Service Provider will defend and indemnify NY Metro Limousine and its Customers in any dispute challenging the validity or legality of such background checks. In the event that NY Metro Limousine requests copies of the background checks, Service Provider shall use its best efforts to obtain the express written consent of disclosure of such background check to NY Metro Limousine. Service Provider shall not provide NY Metro Limousine copies of any background checks without first obtaining such consent from the individual chauffeur. If Service Provider is an individual, Service Provider hereby consents to disclosing such information directly to NY Metro Limousine upon request by NY Metro Limousine.
- n. will provide clear and articulate English speaking chauffeurs on NY Metro Limousine transactions, unless multi-lingual services are requested by NY Metro Limousine.

- o. will provide immediate communications access to all vehicles providing services to NY Metro Limousine Customers, including mobile phones.
- p. will perform random drug testing on all chauffeurs performing services for NY Metro Limousine Customers and will provide NY Metro Limousine with access to supporting documentation upon request. Any test result that identifies the use of non-prescription controlled substances, will be grounds for immediate dismissal of the driver.
- q. will provide certification and license information on all chauffeurs servicing NY Metro Limousine Customers as requested by NY Metro Limousine.
- r. will not subcontract or "farm out" reservations from the NY Metro Limousine Reservation Network unless specifically approved and documented by NY Metro Limousine personnel.
- s. will not seek or accept payments directly from NY Metro Limousine clients.
- t. will provide to NY Metro Limousine a detailed accounting of any charges in excess of those identified on the applicable Vendor Reservation Confirmation within forty-eight (48) business hours of completion of a NY Metro Limousine transaction. NY Metro Limousine shall have sole discretion in determining whether to bill the Customer for such excess amounts and shall have no liability to Service Provider to such excess amounts which are not billed to the Customer. Service Provider understands that if these charges are not provided to NY Metro Limousine within the forty-eight (48) business hour timeframe that the Customer WILL NOT be charged for such charges nor will the Service Provider receive payment for the extra charges.
- u. will not perform Services or otherwise arrange for transportation of any Customer where: 1) Service Provider is unable to produce written business records of regularly conducted activity demonstrating that Service Provider provided Services to the Customer within the past four weeks; or 2) moves for the Customer were first tendered to Service Provider by NY Metro Limousine. If Service Provider breaches this Agreement and performs Services in violation of this provision during the term of this Agreement, or during the twelve (12) months thereafter without utilizing the services of NY Metro Limousine, Service Provider shall be obligated to pay NY Metro Limousine, for a period of fifteen (15) months thereafter, commission in the amount of thirty-five percent (35%) of the revenue resulting from traffic transported for the Customer, and Service Provider shall provide NY Metro Limousine with all documentation requested by NY Metro Limousine to verify such transportation revenue.
- v. will be responsible for Air Traffic, Train Traffic and Heliport Traffic arrival and departure time management and will, as necessary, adjust pick-up and/or drop-off times, notifying NY Metro Limousine of such changes.
- w. will NOT release the driver under any circumstances (excluding personal safety) without first contacting a NY Metro Limousine reservation specialist for direction.
- x. will provide copies of the documentation set forth in the attached "Additional Documentation Requirements."
- y. shall make available for the performance of the Services, the equipment indicated on the attached "Fleet Profile".

- z. shall refrain from using any individual driver or chauffeur to provide Services hereunder in the event that NY Metro Limousine requests in writing that such individual not be utilized on runs brokered by NY Metro Limousine pursuant to this Agreement.

In the event of an actual breach of the covenants of any of the foregoing provisions of this Section, or upon presentation of evidence of the significant likelihood of a potential breach of covenants, NY Metro Limousine shall be entitled, in addition to any other remedy available at law or under this Agreement, to equitable relief (including an injunction as appropriate) in order to prevent or restrain any such breach or potential breaches by Service Provider, or by Service Provider's partners, agent, representative, servants, employers and/or all persons directly or indirectly acting for or with Service Provider. Nothing herein shall be construed as prohibiting NY Metro Limousine from pursuing any other remedies available to it for such breach or potential breach, including the recovery of money damages from the Service Provider or other parties.

In formulating the foregoing obligations, NY Metro Limousine's purpose is to promote a responsive service for its Customers and to promote the efficiency of its brokerage business. These obligations are not intended to serve as a minimum level of responsibility to NY Metro Limousine's Customers or any third party or hold the company to a higher standard of legal liability than as imposed by governing law.

6. **Relationship of Parties.** It is expressly understood and agreed that Service Provider is an independent contractor for the Equipment and driver services provided pursuant to this Agreement. Any employees, agents, drivers or representatives used by Service Provider to perform the services set forth in this Agreement shall not be considered employees of NY Metro Limousine at any time, under any circumstances or for any purpose. In no event shall NY Metro Limousine be held responsible for any liability of Service Provider arising under any employer's liability law, including unemployment compensation and workers' compensation laws. Service Provider understands and agrees that this relationship is not intended to be exclusive, as NY Metro Limousine is entitled to enter into any other independent contractual arrangement involving equipment and drivers.
7. **Termination.** This Agreement shall become effective as of the date first set forth above, and shall continue in effect until cancelled by either party hereto on thirty days written notice to the other. NY Metro Limousine will have the right to terminate this Agreement immediately and without notice upon breach of this Agreement by Service Provider including the failure of Service Provider to meet the high standards of service required by participation in the NY Metro Limousine Reservation Network. Upon termination of this Agreement, NY Metro Limousine will no longer provide: (i) access for Service Provider to the NY Metro Limousine's brand name and logo or (ii) access for Service Provider to the NY Metro Limousine Reservation Network.
8. **Governing Law.** This Agreement shall be governed by Iowa law without regard to the choice of law rules thereof. This Agreement constitutes the entire agreement between the parties. Any prior understanding of any kind preceding the date of this Agreement shall not be binding upon the parties hereto unless incorporated herein. This Agreement cannot be amended except by a writing signed by both parties.
9. **Dispute Resolution.** If a dispute arises under the terms of this Agreement, such disputes shall be submitted to arbitration in Cedar Rapids, Iowa pursuant to the then current rules of the American Arbitration Association. The award rendered by the arbitrator(s) shall be final and judgment may be entered upon it in accordance with the Applicable Law in any Court having jurisdiction thereof. In the event that the parties agree, in writing, to forego arbitration and to litigate any disputes arising under this Agreement, the Parties hereby agree to the sole and exclusive jurisdiction of the state and federal courts

of Iowa for resolution of any disputes arising from this Agreement and each party hereby submits to the personal jurisdiction of such courts.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the date and in the year first above written.

NY METRO LIMOUSINE INCORPORATED

Service Provider

BY: _____

BY: _____

Federal Tax ID (EIN) _____

Business Type (Inc, SP, LLC, etc.) _____

