

TERMS OF SERVICE

Terms and Conditions of Utah Mountain Shuttle, LLC

1 TERMS OF HIRE

1.1 Utah Mountain Shuttle will use all reasonable endeavors to have each vehicle available for delivery on the date or dates specified and at the times specified but the owner (s) and Utah Mountain Shuttle shall not incur any liability whatsoever in the event of any delay.

2 RENTALS

2.1 The hirer is liable for any time the vehicle (s) and chauffeur (s) are waiting and is caused through the fault of the hirer and is the fault of the hirer or any other person other than the owner (s) or the companies. This shall be at a reasonable rate at the discretion of the owner (s).

2.2 Should the chauffeur (s) require overnight accommodation such expenses for the same shall be the full responsibility of the hirer.

2.3 Extra expenses for tolls, parking, regulatory or license fees, airport fees or other amounts assessed by the Federal, Provincial, State, Municipal regulatory bodies, or for extra drivers or items requested by the hirer will be added to the bill and paid for by the hirer.

3 USE OF VEHICLES

3.1 The vehicles are not to be used and the hirer will not request them to be used for any purpose other than for which it had been expressly agreed and allowed by law. The chauffeur has an absolute discretion of the owner (s) and Utah Mountain Shuttle to accommodate to the best of his or her abilities the wishes of the hirer for the date or dates of hire.

4 DUTIES OF THE OWNER (S)

4.1 In the event a vehicle becomes temporarily un-roadworthy or unavailable for whatever reason (other than as a result of accident damage theft or vandalism) the owner (s) shall make available a replacement vehicle (not necessarily of the same type or age) for use by the hirer as soon thereafter as practicable after receipt of notification from the hirer requesting the same. The same replacement vehicle shall be available to the hirer for the same date or dates as previously agreed. The owner (s) and Utah Mountain Shuttle may at its discretion from time to time withdraw any vehicle and substitute another vehicle of similar make and type or provide such a suitable alternative for the hirer use as it considers reasonable and necessary.

5 DUTIES OF THE HIRER

5.1 The hirer shall indemnify the owner (s) against all fines penalties and liabilities imposed on the owner (s) or arising in respect of any non-compliance or other contraventions of any transport law or regulations together with any cost or expense relating thereto incurred by the owner (s) if the said contravention is due to the fault of the hirer.

5.2 The hirer shall bear the cost of repair or rectification of any damage to the vehicle (s) by the hirer or any persons permitted by the hirer to use the vehicle (s).

5.3 The hirer shall notify the owner (s) and his *agent of any change of the hirers address or requirements and wished in respectof the agreed hiring.

6 GENERAL LIABILITY

6.1 The owner (s) does not hire the vehicle (s) subject to any warranty either implied or statutory in connection for the fitness for any purpose or age of the vehicle (s).

6.2 The hirer shall be solely responsible for and hold the owner (s) and Utah Mountain Shuttle fully indemnified against all claims, demands, liabilities, losses, damages processing costs and expenses suffered or incurred by the owner (s) as a result of any breach or default on the part of the hirer in the discharge of its obligations under this hire agreement.

6.3 Utah Mountain Shuttle is NOT responsible for any lost stolen, damaged bags, or other items.

6.4 The agent will not be responsible for delays caused by accident or breakdown, conditions of the road, weather, or other conditions beyond its control and does not agree or guarantee to arrive at or depart from any point at a specific time.

7 TERMINATION

7.1 If the hirer shall fail to pay any deposit or balance payable under this hire agreement (or under any other agreement between the owner (s) and Utah Mountain Shuttle and any agreement between the owner (s) and subsidiary and the owner (s), any holding Utah Mountain Shuttle and the hirer) the owner (s) and Utah Mountain Shuttle may by notice in writing to the hirer for all purposes forthwith terminate the hire agreement.

7.2 If the hirer should terminate this agreement within five days prior to the date or dates of hire, the full price for rental shall become due and payable and this without prejudice to cause.

7.3 The termination constituted by this agreement shall not affect any rights of the owner (s) or Utah Mountain Shuttle or liabilities of the hirer subsisting at the date of termination.

8 OWNER (S) INTERVENTION

8.1 If the hirer fails to comply with or commits a breach of any provision of this hire agreement the owner (s) or Utah Mountain Shuttle may without in any way being obliged to do so or responsible for so doing and without prejudice to the ability of the owner (s) or Utah Mountain Shuttle to treat that non compliance the hirer will become liable to pay immediately any sums expended to the owner (s) or Utah Mountain Shuttle together with all costs and expenses including legal costs in connection therewith.

9 FORCE MAJEUR

9.1 Although the owner (s) and Utah Mountain Shuttle will use all reasonable endeavors to discharge its obligations under this hire agreement in a prompt and efficient manner, it does not accept responsibility for any failure or delay caused by circumstances beyond its control.

10 GOVERNING LAW

10.1 This hire agreement shall be governed by and in accordance with the laws of Utah and US Laws. The hirer irrevocably submits to the non exclusive jurisdiction of the US courts.