



SERVICE PROVIDER AGREEMENT

This Agreement is made _____, _____ by and between Dial Limo Now limousine service Incorporated, a New Jersey corporation ("Dial Limo Now limousine service") and the undersigned person or entity ("Service Provider")

WITNESSETH:

Dial Limo Now limousine service operates the Dial Limo Now limousine service 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.

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 Dial Limo Now limousine service and gain the advantage of being a part of the Dial Limo Now limousine service Reservation Network.

Service Provider and Dial Limo Now limousine service desire to enter into this Agreement governing brokerage by Dial Limo Now limousine service, 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:

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 Dial Limo Now limousine service 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 Dial Limo Now limousine service of such fact and will refuse any moves tendered by Dial Limo Now limousine service once such unsatisfactory safety rating is issued.

Services:

Service Provider's services under this Agreement are designed to meet the needs of Dial Limo Now limousine service under the specified rates and conditions set forth herein and as supplemented by the "Chauffeur Standards" which are implemented by Dial Limo Now limousine service 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 Dial Limo Now limousine service and shall comply with all instructions communicated by Dial Limo Now limousine service 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 Dial Limo Now limousine service or its Customer. Dial Limo Now limousine service shall have no obligation to tender any minimum amount of moves to Service Provider.

Rates and Payments:

Service Provider agrees that the terms and conditions of this Agreement apply to all moves made by Service Provider for Dial Limo Now limousine service 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 Dial Limo Now limousine service for Services performed under this Agreement shall be set those rates set forth in the applicable Vendor Reservation Confirmation. Payment by Dial Limo Now limousine service will be made within forty-five (45) days of Dial Limo Now limousine service's receipt from Service Provider of any necessary billing documents enabling Dial Limo Now limousine service to ascertain that the service was provided in accordance with all applicable requirements. Service Provider agrees that Dial Limo Now limousine service 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 Dial Limo Now limousine service, a Customer complains the services rendered by Service Provider were not in keeping with the terms and conditions in this Agreement, Dial Limo Now limousine service will handle any such complaint. Dial Limo Now limousine service 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 Dial Limo Now limousine service is entitled. Service Provider further agrees and understands that Dial Limo Now limousine service has the discretionary right to offset any payments owed to Service Provider hereunder for liability incurred by Dial Limo Now limousine service, or claims by Dial Limo Now limousine service Customers, including claims for insufficient service, damage or loss to baggage, and personal injury.

Obligations of Dial Limo Now limousine service:

Dial Limo Now limousine service, will perform all processing including credit card processing and collection of funds for all transactions resulting from reservations made through the Dial Limo Now limousine service Reservation Network.

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.



Obligations of Service Provider:

Unless otherwise set forth in Appendix A, Service Provider, 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.

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.

has reviewed the Dial Limo Now limousine service 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.

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.

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 Dial Limo Now limousine service harmless from any assessed fines and/or penalties.

will not transfer, assign or sublicense all or any portion of this Agreement or the license granted hereunder without the prior written consent of Dial Limo Now limousine service.

will record, maintain, and verify all of its vehicle reservations.

Will provide and accept 24x7 direct verbal communication supporting the Dial Limo Now limousine service quality call program which includes 12 hour, 2 hour and ½ hour pre-pickup calls to insure customer satisfaction.

will indemnify and hold harmless Dial Limo Now limousine service, 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 Dial Limo Now limousine service or the Customer.

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. Dial Limo Now limousine service shall be named as an additional insured on the CGL and AL policies. Service Provider shall furnish to Dial Limo Now limousine service 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 Dial Limo Now limousine service at least thirty (30) days prior to such cancellation or modification. Upon request, Service Provider shall provide Dial Limo Now limousine service 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.

will abide by all Applicable Laws including the payment of taxes, if any, on Service Provider's transactions, and provide to Dial Limo Now limousine service, upon request, all of Service Provider's regulatory documentation (including valid operating authorities) as well as driver licensing information.

will continue to have full responsibility for the operation of its business and the handling of reservations not generated through the Dial Limo Now limousine service Reservation Network.

Warrants and represents that it has performed or otherwise obtained, and maintains in its possession, detailed background checks on all chauffeurs servicing Dial Limo Now limousine service 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 Dial Limo Now limousine service 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 Dial Limo Now limousine service and its Customers in any dispute challenging the validity or legality of such background checks. In the event that Dial



Limo Now limousine service 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 Dial Limo Now limousine service. Service Provider shall not provide Dial Limo Now limousine service 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 Dial Limo Now limousine service upon request by Dial Limo Now limousine service.

will provide clear and articulate English speaking chauffeurs on Dial Limo Now limousine service transactions, unless multi-lingual services are requested by Dial Limo Now limousine service.

will provide immediate communications access to all vehicles providing services to Dial Limo Now limousine service Customers, including mobile phones.

will perform random drug testing on all chauffeurs performing services for Dial Limo Now limousine service Customers and will provide Dial Limo Now limousine service 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.

will provide certification and license information on all chauffeurs servicing Dial Limo Now limousine service Customers as requested by Dial Limo Now limousine service.

will not subcontract or "farm out" reservations from the Dial Limo Now limousine service Reservation Network unless specifically approved and documented by Dial Limo Now limousine service personnel.

will not seek or accept payments directly from Dial Limo Now limousine service clients.

will provide to Dial Limo Now limousine service 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 Dial Limo Now limousine service transaction. Dial Limo Now limousine service 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 Dial Limo Now limousine service 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.

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 Dial Limo Now limousine service. 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 Dial Limo Now limousine service, Service Provider shall be obligated to pay Dial Limo Now limousine service, 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 Dial Limo Now limousine service with all documentation requested by Dial Limo Now limousine service to verify such transportation revenue.

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 Dial Limo Now limousine service of such changes.

Will NOT release the driver under any circumstances (excluding personal safety) without first contacting a Dial Limo Now limousine service reservation specialist for direction.

Will provide copies of the documentation set forth in the attached "Additional Documentation Requirements."

Shall make available for the performance of the Services, the equipment indicated on the attached "Fleet Profile".

Shall refrain from using any individual driver or chauffeur to provide Services hereunder in the event that Dial Limo Now limousine service requests in writing that such individual not be utilized on runs brokered by Dial Limo Now limousine service 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, Dial Limo Now limousine service 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 Dial Limo Now limousine service 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, Dial Limo Now limousine service'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 Dial Limo Now limousine service's Customers or any third party or hold the company to a higher standard of legal liability than as imposed by governing law.



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 Dial Limo Now limousine service at any time, under any circumstances or for any purpose. In no event shall Dial Limo Now limousine service 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 Dial Limo Now limousine service is entitled to enter into any other independent contractual arrangement involving equipment and drivers.

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. Dial Limo Now limousine service 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 Dial Limo Now limousine service Reservation Network. Upon termination of this Agreement, Dial Limo Now limousine service will no longer provide: (i) access for Service Provider to the Dial Limo Now limousine service's brand name and logo or (ii) access for Service Provider to the Dial Limo Now limousine service Reservation Network.

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.

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.)



APPENDIX A

Service Area. In accordance with Paragraph 1 of the Agreement, the service area in which Service Provider shall be providing services is defined as:

Rates and Payments. In accordance with Paragraph 3 of the Agreement, any special provisions regarding rates and payments for the Services are set forth below:

Obligations of Service Provider. In accordance with Paragraph 5 of the Agreement, any revisions to Service Provider's obligations are set forth below:

Dial Limo Now limousine service, Inc.

Service Provider

Printed: _____

Printed: _____