



Vital Transportation, Inc.

ACCOUNT APPLICATION AND AGREEMENT (Direct Billing)

Transportation services application and agreement (the "Agreement"), dated as of _____, 20__ by and between Vital Transportation, Inc., a New York corporation, having an address for notice at 41-24 38th Street, Long Island City, New York 11101 ("VTI") and the Company described below:

NAME(S) OF COMPANY: _____

BUSINESS ADDRESS: _____

CITY

STATE

ZIP CODE

BILL TO ATTN. OF: _____

PH#: _____ FAX: _____ E-MAIL: _____

PERSON IN CHARGE OF TRANSPORTATION: _____

PH#: _____ FAX: _____ E-MAIL: _____

TYPE OF BUSINESS: _____ YEARS IN BUSINESS: _____

REFERENCES:

BANK NAME: _____

BANK ADDRESS: _____

CITY

STATE

ZIP CODE

ACCT. NO.: _____ OFFICER NAME: _____

PH#: _____ FAX: _____ E-MAIL: _____

PLEASE LIST TWO (2) CREDIT REFERENCES:

1. COMPANY: _____

CONTACT: _____ PH#: _____

2. COMPANY: _____

CONTACT: _____ PH#: _____

OTHER TAXI AND/OR LIMOUSINES COMPANIES USED: _____

AMOUNT SPENT ON CAR SERVICE (WEEKLY): \$ _____

41-24 38th Street Long Island City, NY 11101
Tel 718-472-2500 Fax 718-472-2643



Vital Transportation, Inc.

1. VTI's Services.

a. VTI shall arrange and provide for black car transportation services for the Customer's corporate needs. VTI hereby agrees to provide the Customer with such black car transportation services to and from pre-arranged destinations as requested by the Customer in accordance with the terms set forth herein.

b. Upon execution of this Agreement and a consumer credit check of the Customer, VTI shall provide to the Customer an account number and vouchers to be used by the Customer's colleagues, employees or guests (each an "Authorized Passenger"). Upon utilizing VTI's transportation services, the Customer's Authorized Passenger must submit a voucher, with the Customer's designated account number and authorized signature, to the driver prior to or upon reaching the pre-arranged destination.

c. In the event vouchers are stolen from the Customer, the Customer shall immediately notify VTI in writing and by facsimile. VTI shall cancel the Customer's account, change the Customer's account number and/or suspend service, as the parties may determine. If the Customer fails to notify VTI of such stolen vouchers in a timely manner, the Customer shall be responsible for any unauthorized use of VTI transportation services.

d. If and when requested by the Customer, VTI shall provide to the Customer a "VIP" priority card (each a "VIP Card"). If the Customer's Authorized Passenger provides the driver with a VIP Card, driver shall supply such Authorized Passenger with an encoded voucher for use by the Authorized Passenger.

2. Credit Check. Upon execution of this Agreement, VTI shall request and obtain a consumer credit report on the Customer. At the Customer's request, VTI shall provide the name and address of the credit agency that furnishes such consumer credit report.

3. Rates and Fees.

a. The Customer agrees and acknowledges that it shall be responsible for the payment of all signed vouchers submitted to VTI containing Customer's VTI account number or a VIP card number, where applicable,

b. The Customer agrees to pay for any and all rates and fees set forth in the VTI rate book, including but not limited to no-shows and cancellations. In addition, a three dollar (\$3.00) service fee shall be added to each trip made by a VTI driver, and a fuel surcharge may be added to the base rate set forth in the VTI rate book. VTI reserves the right to modify all rates or fees upon thirty (30) days prior written notice to the Customer.

c. VTI shall provide the Customer with an invoice on a weekly basis in accordance with the base rates and fees. The Customer shall pay the invoice within thirty (30) days after the date of its receipt.

4. Term and Termination.

a. The term of this agreement shall commence on the date that VTI provides Customer with pre-printed vouchers containing Customer's VTI account number. The Agreement shall extend automatically from month to month on the same terms and conditions.

b. VTI or the Customer may terminate this agreement without cause by providing no less than thirty (30) days' prior written notice of termination. VTI may terminate this Agreement for cause at any time by written notice to the Customer, upon the (i) failure to comply with the terms of this Agreement, (i) failure to utilize VTI transportation service on a regular basis, (ii) failure to pay invoices within thirty (30) days of receipt, or (iii) acts of an abusive nature by any Authorized Passenger toward drivers affiliated with VTI.

5. Independent Contractor. Drivers affiliated with VTI are independent contractors who own their own vehicles and rely on VTI as a referral service. VTI shall not be liable to any Authorized Passenger for any loss, damage or injury by reason of the conduct of a driver affiliated with VTI who provides ground transportation services to an Authorized Passenger.



Vital Transportation, Inc.

6. **Governing Law.** This Agreement is governed by the laws of the State of New York, without regard to the conflicts of law principles thereof. The parties hereby submit to the jurisdiction of the federal court for the Eastern District of New York and the state courts located in Queens County of the State of New York, and such courts shall have exclusive jurisdiction to determine any disputes which may arise out of, under, or in connection with, this Agreement. Each party to this Agreement hereby waives its right to a trial by jury in connection with any controversy arising out of, under, or in connection with, this Agreement or out of the services provided by VTI and its affiliated driver pursuant to this Agreement.

7. **Notices.** Notices provided hereunder must be in writing and sent by nationally recognized overnight courier to the addresses set forth in the prefatory section of this Agreement. The Customer shall promptly notify VTI of any change in its corporate name or mailing address. Either party may change its address for notice by delivering notice thereof to the other party in accordance with the provisions of this Agreement.

8. **Entire Agreement.** This Agreement is the complete agreement between the parties and supersedes any prior oral or written agreement between the parties concerning the subject matter of this Agreement.

9. **Waiver.** A waiver by VTI of any term or condition of this Agreement in one or more instances will not constitute a permanent waiver of the term or condition or any other term or condition of this Agreement or a general waiver.

10. **Amendment.** This Agreement may not be modified, amended or assigned except in a writing signed by both parties.

SELECT ONE:

_____ OKDV: The driver will issue a voucher in the vehicle; however, the company will be responsible for any unauthorized use of VTI transportation services.

_____ MHV/VIP: Passenger must have a voucher or VIP card in order to use service.

Discuss with your sales representative what option works best for you.
You may fax this application to 718-472-2643 or email to greg@govital.com.

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

By: _____
Authorized Signature

VITAL TRANSPORTATION, INC.

Print Name: _____

By: Greg Haroutunian

Title: _____

Title: Sales Executive

Date: _____

Date: _____