



TERMS AND CONDITIONS

Special Needs Chicago, Inc. *transportation services*

1. **Agreement.** These Terms and Conditions, together with each Reservation Request Form that is accepted by SNC and each Billing Authorization that is submitted to SNC by the Customer (collectively, the “Agreement”) form the entire agreement and set forth the only terms which govern all transactions between Special Needs Chicago, Inc., an Illinois corporation (“SNC”) and the Customer. SNC rejects all additional, different or inconsistent terms, conditions or agreements. In the event of any conflict between any provision of these Terms and Conditions and the Reservation Request Form or Billing Authorization Form, these Terms and Conditions shall control. As used herein, the term “Customer” shall mean (i) with respect to private pay parties, each individual receiving a Ride (defined below) scheduled through SNC as well as their family members, guardians, custodians and/or caregivers, and (ii) with respect to corporate accounts, the corporate entity itself and each of its clients receiving a Ride scheduled through SNC.

2. **Services.** SNC is a non-emergency, wheelchair accessible broker of transportation services. At Customer’s request, SNC will coordinate and schedule non-emergency, wheelchair accessible transportation (upon scheduling and confirmation from SNC, each referred to as a “Ride”). SNC’s services include communicating with Customer on his or her individual needs, scheduling pick-up times and locations, scheduling drop-off times and locations, coordinating wait times, and responding to related needs and requests of the Customer in connection with such services. Customer understands that SNC is performing all services as a transportation broker only, and that each Ride will be performed by an SNC provider (each a “Provider”). All vehicles are leased or owned, and all drivers are employed or otherwise engaged, by the Provider and/or the Provider’s independent contractors.

3. **Scheduling.** Customer may request a Ride by completing and submitting a Reservation Request Form to SNC by email to michelle@specialneedschicago.org, or by fax to (630) 839-6000. No Reservation Request Form shall be binding until SNC receives, processes and sends confirmation to Customer that the Ride has been scheduled. As used herein, the terms “You”, “Your” and/or “Customer”, “Passenger” and “Client” shall mean with respect to private pay parties, each individual receiving a ride scheduled through SNC as well as their family members, guardians, custodians and/or caregivers.

4. **Changes; Cancellations; No-Shows.**

a. **Changes, Cancellations, No-Show.** SNC understands that Customer needs may change from time-to-time. In the event Customer desires to change the pick-up or drop-off location or time or otherwise cancel a Ride, Customer must notify SNC as soon as possible. The deadline for any change or cancellation of a Ride with (i) a scheduled pick-up time prior to 12 Noon shall be 6:00 p.m. CST of the prior business day, and (ii) a scheduled pick-up time after 12 Noon shall be 6:00 a.m. CST on the same day of the scheduled Ride. Customer shall be responsible for payment of a change/cancellation (No-Show) fee equal to the full amount of the one-way fare for Ride changes and cancellation request received by SNC after the applicable deadline.

b. **No Show Other.** Additionally, the following shall each constitute a no-show event (each a “No-Show Event”): (i) Customer is not ready for transport at the pick-up or drop-off location within ten (10) minutes of the schedule time, (ii) Customer does not call for the return ride within 2 hours of the estimated “will-call” time designated on the reservation, (iii) Customer is not transported for any other reason not caused by SNC. Customer shall be responsible for payment of a no-show fee equal to the full amount of the one-way fare for all No-Show Events.

5. **Fees.** Customer agrees to pay the following Fees for all Rides:

a. **Base Fare:** \$49.00 each way + \$4.00 per mile for Chicago/Chicago Rides. There is an additional \$20.00 surcharge each way for suburban rides. Note that mileage is determined from the first point-to-point address response on Google Maps.

- b. Additional passengers: \$6.00 each way, with a maximum of three (3) additional passengers. Requests for Rides for three (3) or more passengers are considered group rides. Group ride pricing is determined by SNC on a case-by-case basis.
- c. Wait Fee: \$48.00 per hour billed in fifteen (15) minute increments.
- d. Airport Fee: \$20.00 airport surcharge will apply to all pick-up and drop-off locations at any airport.
- e. No Show Fee: For each No-Show Event, Customer agrees to pay the sum equivalent to the one-way applicable Ride as if such Ride were completed as scheduled.
- f. Wheelchair Rental: \$30.00 per day. Note: wheelchairs are provided “as-is” and must be booked at the time of submitting your Reservation Request Form.
- g. Size / Weight: \$30.00 additional fee wheelchairs/scooters wider than 30” and/or weight in excess of 350 lbs of passenger + chair. (oversize / higher weight must be noted at time of reservation.)
- h. Additional Fees: TBD additional fee and/or price structure for holidays, shuttle service, and/or travel outside the Chicago metro area.
- i. Gratuity: Note that gratuity is not included.

6. Payment.

a. Non-Corporate/Private-Pay Customers. All non-corporate Customers must complete and maintain on file with SNC an up-to-date Billing Authorization Form. Customer represents and warrants to SNC that all information provided in Customer’s Billing Authorization Form is true, complete and accurate, and that Customer has the legal right to use all credit cards, debit cards or other payment methods used in connection with any payments made to SNC. Customer authorizes SNC to charge Customer’s credit card, debit card or other payment method upon SNC’s acceptance of each Reservation Request Form. Customer agrees to promptly provide SNC with substitute payment information and/or authorization should SNC be unable to process any charges at any time.

b. All Customers. Past due invoices and/or payments shall accrue interest from the original due date until paid in full (including any applicable interest previously accrued thereon) at the lesser rate of (i) 1.5% per month of the past due balance, and (ii) the highest rate allowed by applicable law. Without limiting SNC’s other remedies, Customer agrees to pay all SNC costs incurred in connection with collection of amounts owed to SNC including, without limitation, collection agency fees, court costs and reasonable attorney’s fees. SNC reserves the right to suspend performance during all times that any Customer account remains past due.

7. Term; Termination. The term (“Term”) of this Agreement shall commence upon the earlier of (i) the date upon which this Agreement is executed by Customer or (ii) the date of Customer’s first Ride, and shall continue thereafter until terminated by either party upon one hundred twenty (120) days prior written notice to the other party.

8. Consent to Receive Text Messages and Emails. From time to time, SNC may communicate with Customer by text messaging and by email. By providing your mobile phone number to SNC, Customer consents to receive mobile text messages sent through automatic telephone dialing systems regarding goods and services offered by or through SNC. By providing your email address to SNC, Customer consents to receive email messages regarding goods and services offered by or through SNC. Customer is not required to provide consent as a condition of purchasing any goods or services. Note that your carrier’s messaging and data rates may apply. Customer may contact SNC directly at (630) 668-9999 in order to opt out.

9. Provider is Liable; Hold Harmless. In each instance, the Provider of each Ride shall be solely responsible to Customer for any and all liabilities, damages, demands, claims, lawsuits, violations, levies or judgments (including, but not limited to, bodily injury or property damage) that arise or result from or are in any way related to, either directly or indirectly, any Ride. To the fullest extent permitted by Illinois law, Customer shall hold SNC and its affiliates and each of their shareholders, officers, directors, members, managers, employees, agents, representatives, attorneys and their respective successors and assigns harmless from and against any and all losses, damages, liabilities, deficiencies, claims, actions, judgments, settlements, interest, awards, penalties, fines, costs, or expenses of whatever kind (including, without limitation, reasonable attorneys’ fees and court costs) arising from or in connection with and Ride including, without limitation, the acts, omissions or negligence of any Provider.

10. No Warranty; Limitation of Liability.

a. SNC IS NOT A TRANSPORTATION SERVICE PROVIDER AND DOES NOT OWN OR OPERATE ANY VEHICLES OR OTHER TRANSPORTATION EQUIPMENT. ALL RIDES ARE COMPLETED BY INDEPENDENT CONTRACTOR PROVIDERS. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SNC MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, REGARDING ANY RIDE REQUEST, RIDE OR PROVIDER. ALL WHEELCHAIR RENTALS ARE PROVIDED "AS-IS" AND "WHERE-IS" AND SNC MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, THAT OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, ALL OF WHICH ARE HEREBY EXPRESSLY DISCLAIMED BY SNC.

b. IN NO EVENT SHALL SNC BE LIABLE UNDER THIS AGREEMENT FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, EXEMPLARY, SPECIAL OR PUNITIVE DAMAGES INCLUDING, WITHOUT LIMITATION, ANY DAMAGES FOR BUSINESS INTERRUPTION, LOSS OF USE, REVENUE OR PROFIT, WHETHER ARISING OUT OF BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR OTHERWISE, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE AND WHETHER OR NOT IT WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. TO THE GREATEST EXTENT PERMITTED UNDER APPLICABLE LAW, SNC'S LIABILITY UNDER THIS AGREEMENT OR OTHERWISE IN CONNECTION WITH ANY RIDE SHALL BE LIMITED TO FIVE TIMES THE FEES PAID TO SNC FOR SUCH RIDE.

11. Miscellaneous.

a. Governing Law; Venue. This Agreement shall be interpreted, construed and enforced in accordance with the substantive laws of Illinois without regard to its conflict of law provisions. The exclusive venue for any matter arising in connection with this Agreement shall be the state courts sitting in DuPage County, Illinois or in the Northern District Court for the Northern District of Illinois, and each party consents to the jurisdiction and venue of such courts.

b. Waiver of Jury Trial. EACH PARTY IRREVOCABLY AND UNCONDITIONALLY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LEGAL ACTION ARISING OUT OF OR RELATING TO THIS AGREEMENT.

c. Severability. Any provision hereof which is contrary to applicable law shall, to the extent of such contravention, be severed from this Agreement and shall not impair the validity of any other term, condition or provision hereof.

d. Waiver. No waiver by any party of any of the provisions of this Agreement shall be effective unless explicitly set forth in writing and signed by the party so waiving. Except as otherwise set forth in this Agreement, no failure to exercise, or delay in exercising, any right, remedy, power, or privilege arising from this Agreement shall operate or be construed as a waiver thereof, nor shall any single or partial exercise of any right, remedy, power, or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, remedy, power, or privilege.

e. No Third-Party Beneficiaries. Nothing in this Agreement, express or implied, confers on any third party any legal or equitable right, benefit, or remedy of any nature whatsoever under or by reason of this Agreement.

f. Counterparts; Electronic Means. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together, shall constitute one and the same instrument. This Agreement may be executed by a party's signature transmitted by facsimile or other electronic means.

g. Entire Agreement. This Agreement contains the entire understanding of the parties with respect to the subject matter hereof and supersedes all prior agreements relating thereto, written or oral, between the parties.