



Special Needs Chicago, Inc.
transportation services



For Corporate Clients

Organizations being billed for transportation services.

Thank you for choosing Special Needs Chicago, Inc. d/b/a TOOTL Transport (SNC) for your non-emergency wheelchair accessible transportation needs. We appreciate the privilege and are happy to be doing business with you. Our Terms and Conditions and Reservation Request Form follows. To set up your account and schedule transportation, please complete and return these forms.

Drivers will meet each customer on the ground level at the front of the customer's home or in the public lobby of the building where the customer is picked up or dropped off (when feasible). Please note that the customer's family members, guardians and/or caregivers are responsible for getting the customer up and down all stairs. We are happy to provide you with information about local businesses that have ramps and elevator equipment for sale or rent. You may also contact your local fire department and see if they are available for carry-down/up service to provide you with access to the ground level for SNC transportation.

In most cases, SNC will call or text the primary contact number designated on your Reservation Request Form one (1) business day prior to your scheduled ride. At that time, SNC will give a reminder of ride details, answer any questions, and provide a time to be ready for pick-up. SNC's inability to confirm any ride will not serve as a cancellation.

Summary of our current fees, which are subject to change:

- \$69.00 each way + \$4.00 per mile.
- \$30.00 each way surcharge for trips from 6:00pm to 6:00am.
- \$30.00 each way surcharge for trips on Saturdays.
- \$50.00 each way surcharge for trips on Sundays.
- Additional passengers are \$6.00 each way, with a maximum of 3 additional passengers. (Over 4 total people is then a group ride, price to be determined on a case-by-case basis, please contact us for information.)
- Wait fee is \$60.00 per hour, billed in 15-minute increments.
- \$20.00 airport surcharge.
- \$30.00 wheelchair rental (must be booked at the time of the reservation).
- \$30.00 each way surcharge for 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).
- TBD additional fee and/or price structure for group rides, shuttle service, deliveries, travel outside the Chicago metro area.
- \$75.00 each way surcharge for trips on Holidays (New Year's Day, Easter, Mother's Day, Memorial Day, Father's Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year's Eve).
- \$150.00 each way surcharge for passengers symptomatic of, quarantined due to, or diagnosed with COVID-19.
- Gratuity is not included.

I have managed non-emergency wheelchair accessible transportation for individuals with special needs in the Chicagoland area for 20 years. We are confident that you will receive excellent customer service and professional transportation at competitive rates with SNC. If you have any questions or concerns, please contact me directly.

Sincerely,

Michelle Dacy

michelle@specialneedschicago.org



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AUTHORIZATION / TERMS AND CONDITIONS

1. **Agreement.** These Terms and Conditions, together with each Reservation Request Form that is accepted by Special Needs Chicago, Inc., an Illinois corporation d/b/a TOOTL Transport (“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 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 (or goods transported pursuant to a Ride) scheduled through SNC.

2. **Services.** SNC is a non-emergency, wheelchair accessible broker of transportation services and delivery of general medical related goods, each referred to as a “Ride”. SNC’s services include communicating with Customer on their individual needs, scheduling pick-up and 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. Some, but not all drivers have Regional Board of Education School bus / State endorsed licenses. If this is a requirement, SNC must be notified prior to beginning service. SNC reserves the right to refuse service if the driver deems the transport situation unsafe.

3. **Scheduling.** Customer may request a Ride by completing and submitting a Reservation Request Form to SNC by online submission at www.specialneedschicago.org, by emailing the form to info@specialneedschicago.org, or by faxing the form 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 corporate clients, 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.** For all Rides except Holidays (designated in Section 5i), the deadline for any change or cancellation of a Ride shall be 6:00p.m. CST of the prior calendar business day. 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. On designated Holidays, the deadline for any change or cancellation of a Ride shall be 6:00p.m. CST three calendar days prior. Cancellations or changes made between 6:01p.m. three calendar days prior and 6:00p.m. two calendar days prior will incur a No-Show fee equal to the full amount of the scheduled one-way fare. Cancellations or changes made after 6:01p.m. two calendar days prior or less will incur a No-Show fee equal to the full amount of the scheduled roundtrip fare. If only one-way transportation was booked, an additional \$25.00 fee will be charged.

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 scheduled time, (ii) Customer does not call for the return ride within 2 hours of the estimated “will-call” time designated on the reservation or, if not designated, within 2 hours after the appointment time, (iii) Customer indicates they are or will be ready for their “will-call” and is not ready at that time, (iv) 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, which are subject to change:

- a. **Base Fare:** \$69.00 each way + \$4.00 per mile. Note that mileage is determined from the first point-to-point address response on Google Maps at the time the reservation is booked.
- b. **Off-Peak Fees:** \$30.00 each way surcharge for Rides from 6:00p.m. to 6:00a.m.. \$30.00 each way surcharge for Rides on Saturdays. \$50.00 each way surcharge for ride on Sundays.
- c. **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.
- d. **Wait Fee:** \$60.00 per hour billed in fifteen (15) minute increments.
- e. **Airport Fee:** \$20.00 airport surcharge will apply to all pick-up and drop-off locations at any airport.
- f. **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.
- g. **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.
- h. **Size / Weight:** \$30.00 additional fee each way for 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.)
- i. **Additional Fees:** TBD additional fee and/or price structure for group rides, shuttle service, deliveries, and/or travel outside the Chicago metro area.
- j. **Holiday Fees:** \$75.00 each way surcharge for Rides on New Year’s Day, Easter, Mother’s Day, Memorial Day, Father’s Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve, Christmas Day and New Year’s Eve. No “will-call” returns on holidays, return must be scheduled for exact time or for driver to wait onsite.
- k. **COVID-19 surcharge:** \$150.00 each way additional fee for passengers symptomatic of, quarantined due to, or diagnosed with COVID-19. Fee is subject to change. Must be disclosed at the time of the reservation.
- l. **Gratuity:** Note that gratuity is not included.

6. **Payment.**

- a. **Corporate Customers.** If you are a corporate Customer, SNC will invoice you on a monthly basis for payment of Fees incurred during the immediately preceding month. All invoices are due and payable within thirty (30) days from the date of SNC’s invoice. Customer agrees to notify SNC in writing of any dispute regarding any invoice (which shall only be made in good faith) within thirty (30) days from the date of the applicable invoice. If Customer does dispute any portion of an SNC invoice, Customer will timely remit payment for all undisputed portions of such invoice and will simultaneously communicate all disputed portions directly to SNC. Upon receipt of any Customer invoice dispute, SNC will review and respond to Customer with confirmatory evidence detailing that SNC is entitled for payment of such invoiced Fees that are in dispute. Upon receipt of confirmatory evidence to Customer’s reasonable and good faith satisfaction indicating that the disputed portions of an SNC invoice is payable to SNC, Customer shall immediately remit payment for such amounts. Customer waives all rights to dispute any invoices (or portions thereof) that are not timely communicated to SNC within thirty (30) days from the date of such invoice.
- 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, IS NOT THE SELLER OR RESELLER OF ANY GOODS AND DOES NOT OWN OR OPERATE ANY VEHICLES OR OTHER TRANSPORTATION EQUIPMENT. ALL RIDES ARE COMPLETED BY INDEPENDENT CONTRACTOR PROVIDERS. NEITHER SNC NOR ANY OF ITS PROVIDERS ARE RESPONSIBLE FOR THE PURCHASE, SALE, PAYMENT OR RETURN OF ANY GOODS TRANSPORTED PURSUANT TO ANY RIDE, ALL OF WHICH SHALL BE CONDUCTED SEPARATELY AND SOLELY BETWEEN THE SELLER AND PURCHASER OF SUCH GOODS. 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 AND RIDES ARE PROVIDED “AS-IS” AND “WHERE-IS” AND SNC MAKES NO EXPRESS OR IMPLIED REPRESENTATION OR WARRANTY WHATSOEVER INCLUDING, WITHOUT LIMITATION, THAT OF TITLE 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.

AUTHORIZED COMPANY REPRESENTATIVE acknowledging acceptance of the Terms & Conditions:

*Signature: _____ *Date: _____

*Print Name: _____ *Phone: _____

*Email: _____

*Organization: _____

*Billing email (*invoices will be sent to this email*): _____

*Billing address: _____

*Billing city, state, zip: _____