

NORTH FORK DESIGNATED DRIVER  
CUSTOMER AGREEMENT

Terms and Conditions

1. These Terms and Conditions further reflect the understanding and obligations of the parties to this Agreement.
2. North Fork Designated Driver, Inc. ("NFDD") agrees to provide the Customer with a driver holding a valid and unrestricted New York State Driver's License. The Driver is an independent contractor and not an employee of NFDD, and as such, NFDD does not control the Driver and is not responsible for the intentional or negligent actions of the Driver.
3. Customer agrees to furnish NFDD with current proof of registration and insurance prior to the scheduled time of service.
4. The full reservation amount is processed and charged to the credit card provided by Customer forty-eight (48) hours prior to the scheduled pickup time. If for any reason the Customer needs to cancel, this must be done at least forty-eight (48) hours prior to the scheduled pickup time to avoid being charged the full amount.
5. Payment for any parking and ferry fees, tolls and gasoline is the responsibility of the Customer.
6. Customer represents that it has insurance against any and all liability that may arise during the Driver's operation of the Customer's vehicle and understands that this is the sole and exclusive coverage in the event of an accident or incident during Driver's service. The Customer will be liable for any damages not covered by Customer's insurance.
7. Any dispute between the Customer and NFDD shall be resolved exclusively by binding arbitration in Suffolk County, New York, in accordance with the rules of the American Arbitration Association, and the parties expressly waive their right to a trial. The arbitrator's ruling will be final and binding, and may be enforced in any court of competent jurisdiction.
8. This agreement shall be governed by the laws of the State of New York.