

Terms & Conditions
TERMS OF SERVICE AGREEMENT

NapaSonomaWineGuy.com

Terms and Conditions

Hiring Raoul Paré (or a driver affiliated with NapaSonomaWineGuy.com), “NapaSonomaWineGuy.com” and you (the client), are with full acknowledgment and agreement of the following terms and conditions: NapaSonomaWineGuy.com will not be reserved until this signed contract has been received by NapaSonomaWineGuy.com and or the deposit has been secured. Should deposit not be charged in advance, client agrees to allow Napa Sonoma Wine Guy to charge credit card on file at a minimum of two hundred dollars (\$200) per day of scheduled service booked by client with Napa Sonoma Wine Guy.

Receipt of said deposit or receipt of this document from client is hereby considered acceptance of this agreement in its entirety. The contract can be submitted online by completing the “Submit to the terms and conditions of this agreement” box. Please keep a copy of this agreement for your records. My rate is \$55/hr + gratuity for groups of 6 persons or fewer. My rate for groups of 7 persons or more is \$65/hr + gratuity. Each day requires a 5 hour minimum.

Client requests NapaSonomaWineGuy.com to provide a private driver to drive Client’s automobile as requested by Client and so authorizes such private driver.

Client believes its automobile is in good, safe condition and Client has no knowledge of any condition to the contrary. Client certifies that it carries automobile insurance providing minimum liability limits of \$100,000 bodily injury each person / \$300,000 each accident, \$50,000 property damage, collision and comprehensive coverage, that there are no driver restrictions in the policies, and that such policies are in full force and effect.

Client will advise NapaSonomaWineGuy.com of any change in the condition of its vehicle or insurance coverage.

Client understands that its vehicle insurance is primary, with respect to any insurance NapaSonomaWineGuy.com may carry, for liability, collision and comprehensive coverage and that NapaSonomaWineGuy.com responsibility is limited to the amount of Client’s deductible or \$250 (whichever is less) for physical damage to its vehicle resulting from the negligence of the private driver. NapaSonomaWineGuy.com does maintain a \$1,000,000 General Liability policy (umbrella coverage) as required by the California Public Utilities Commission which regulates Private Drivers.

If Client provides a rental vehicle, the following additional terms apply. Client authorizes the car rental company to provide all necessary information concerning Client’s car rental reservation to NapaSonomaWineGuy.com

Client understands the rental agreement will be in Client's name and Raoul Paré (and or any driver assigned by NapaSonomaWineGuy.com) will be deemed to be an additional authorized driver of the rental vehicle under the rental agreement.

If Client, at any time during the rental, becomes aware the rental vehicle is in an unsafe condition, Client will contact the car rental company for assistance and, if needed, have the rental vehicle exchanged.

Regardless of any liability protection the car rental company may provide to Client as part of the rental, Client understands it is Client's responsibility to provide non-owned / hired automobile insurance with minimum liability limits of \$100,000 bodily injury each person / \$300,000 each accident, \$50,000 property damage, collision and comprehensive coverage for the benefit of NapaSonomaWineGuy.com. Client agrees that as between Client and NapaSonomaWineGuy.com, Client's insurance will be deemed primary.

It is a violation of California Law to have an open container (alcoholic beverage) in a passenger vehicle without a permit from the California Public Utilities Commission. Because private vehicles and rental vehicles do not have this permit, no open containers (alcoholic beverages) are permitted in the vehicle. Violations will result in immediate termination of contract with payment to be made in full for the 5 hour daily minimum.

The Napa Sonoma Wine Guy shall not be held responsible for late arrival caused by (but not limited to) acts of nature, traffic delays, breakdown, incorrect pickup and drop-off information, and any situation beyond our control.

If any action or proceeding is brought by either party against the other pertaining to or arising out of this contract, the prevailing party shall be entitled to recover all costs and expenses including reasonable attorneys' fees incurred on account of such action or proceeding.

This contract shall be governed by and construed in accordance with the laws of the State of California. If any provision of the contract shall be found to be invalid in any respect, the validity of the remaining provisions shall not be impaired in any way. The parties agree that the proper venue and jurisdiction for determination of any action brought in respect to this contract is the Superior Court of California, County of Napa.

The Parties declare and represent that no oral or written promises or contracts not herein expressed have been made by or to them with regard to the subject matter of this contract, that this contract contains the entire contract, oral and written, between the Parties with regard to the subject of the contract; and that this contract supersedes and replaces all prior negotiations, proposed contract and contracts, whether oral or written, between the Parties with regard to the subject matter of this contract. This contract may not be amended in any respect except by a writing duly executed by authorized representatives of each of the Parties.

This contract shall be binding upon and insure to the benefit of the Parties, their respective successors, heirs, devisees, executors, affiliates, representatives, assigns, officers, directors, agents, and employees wherever the context requires or permits.

Client has carefully read the terms of this contract including its Release of Claims and Hold Harmless provisions. Client certifies the representations made by it are true. Client also certifies that Client understands the contract and has no questions about the meaning of the contract or any of its provisions.

The Napa Sonoma Wine Guy requires a deposit of \$200 per reserved day payable by major credit card or via PayPal. The balance can be paid by Cash or Credit Card at the end of each days run. Credit Card payments require a 5% surcharge. All deposits are refundable with a minimum of 21 days' notice from the time of the first day's reservation.