



Terms and Conditions

Terms and conditions of SafeRide America Sponsorship

Updated Jan. 14 2008

SafeRide America services are provided by the National Council for the Prevention of Impaired Driving, Inc (NCPID) d/b/a SafeRide America of 130 W. Wieuca Rd. NE Atlanta GA 30342 (collectively "Service Provider").

BACKGROUND

- A. Sponsor is of the opinion that Service Provider has the necessary qualifications, experience and abilities to provide services in connection with the business of Sponsor.
- B. Service Provider is agreeable to providing such services to Sponsor, on the terms and conditions as set out in this Agreement.

IN CONSIDERATION of the mutual covenants contained herein, the parties agree as follows:

1. **Services.** The services, which may be marketed as SafeRide™ America or SafeRide™ Service (collectively "Services"), consists of two distinct components:
 - a. A free or pay-us-later ride home for impaired individuals and their vehicle in an emergency, and
 - b. A driver-for-hire service for impaired patrons and their vehicle.

Service Provider provides a personal service using its best efforts and retains the right to refuse such Services as described below. **Only authorized staff and/or employees of Sponsor may initiate, via telephone, Services on behalf of any impaired patron of the Sponsor.** Service Provider does not guarantee pick-up times; rather, pick-up times experienced by Sponsor's patrons may vary and depend on several factors including Sponsor location; destination; weather, road or traffic conditions; vehicle performance; staff availability; etc.

2. **Engagement.** Sponsor hereby agrees to engage Service Provider to provide Sponsor with Services consisting of all of the benefits of a Level 1, 2 or 3 Sponsor of the SafeRide America Program, which include:

Level 3 Sponsorship

- Safe Ride Service will be available 7 days a week, on-call from 7PM to 4AM and 24/7 by advance reservation
- Sponsors and employees pay \$15/2 for SafeRide Service
- Line listing in Level 3 sponsor section on SRA web site and literature

- CYA call privileges
- Custom on-line reservation form for pick-ups from your location
- Button with link to your custom on-line reservation form to insert into your website
- Server Guide to SafeRide Service PDF to print and distribute
- 3"X5" SafeRide America sponsoring location decal
- As-needed supply of orange SafeRide cards
- Up to three SafeRide signs (Elegant sign extra)
- Digital copy of SafeRide America logo/banner to insert into your web site

Level 2 Sponsorship

- All of Level 3 benefits plus the following
- Thumbnail logo with line listing in the Level 2 sponsor section of the SRA website and literature
- Hyperlink to your web site
- One on-site server training
- 10% off of one dedicated team of SafeParty drivers for your annual company event
- Extra SafeRide signs if needed

Level 1 Sponsorship

- All of Level 2 and 3 benefits plus the following
- Large logo with line listing in the Level 1 sponsor section at the top of the SRA website and literature
- Two on-site server training
- Free Project 21 memberships for all owners and employees
- 20% off of one dedicated team of SafeParty drivers for your annual company event

A team of SafeRide America drivers will deliver your cards signs and window decal within 5 business days. The PDF Server Guide, SafeRide logo/banner and hyperlink information will be emailed to the email address listed below within 2 business days. Your custom online reservation form and updates to our web site to reflect your participation will be made within 24 hours.

CYA Call Privilege

Service Provider agrees to keep on file for no less than two (2) years any written or electronic dispatch records to include details of requests made Sponsor employees or patrons for SafeRide Service from the above named establishment. Dispatch records will only be made available, upon written request or when required by a government agency, or by a proper court of competent jurisdiction.

3. **Term of Agreement.** This Agreement for Services will be in effect for one year from the date of the on-line form submission.

5. **Provision of Amenities.** Sponsor agrees to provide, for the use of Service Provider, the following amenities at no cost or expense: parking, admission with no waiting in line, and (Optional) non-alcoholic beverages for on-duty paid drivers and volunteer staff of Service Provider with valid SafeRide America ID badge, during Sponsor's hours of operation.
6. **Return of Property.** Upon the expiration or termination of this Agreement, Sponsor agrees to return to Service Provider any property, documentation, records, or confidential information which is the property of Service Provider.
7. **Notice.** All notices, requests, demands or other communications required or permitted by the terms of this Agreement will be given in writing and either served personally, by email or by registered mail. The addresses for any notice to be delivered to any of the parties to this Agreement are as follows:

Service Provider: NCPID, 130 W. Wieuca Rd, NE, Suite 205, Atlanta, Georgia, 30342, billing@ncpid.org.

or to such other address as either party may from time to time specify in writing to the other party. Any notice shall be effective only upon delivery.

8. **Parties Bound.** This Agreement will enure to the benefit of and be binding upon the respective successors and assigns of the parties.
9. **Independent Contractor.** It is expressly agreed that Service Provider is acting as an independent contractor and not as an employee in providing the Services hereunder. Service Provider and Sponsor acknowledge that this Agreement does not create a partnership or joint venture between them.
10. **Hours of Operation.** Service Providers' days and hours of operation are as follows: On-call from 8PM-4AM seven days a week and by advance reservation 24 hours a day. Service Provider may change the days and hours Services are offered at their sole discretion. Holiday service will be offered at the discretion of Service Provider, Sponsor will be notified via a mailed letter, email or fax of any changes to days or hours of operation of Services. Service Provider may temporarily suspend SafeRide Service for any reason including but not limited to inclement weather, traffic conditions, labor shortage.
11. **Paid Drivers & Volunteers.** Paid drivers and volunteers of Service Provider reserve the right, in their sole discretion, to refuse Services to any person for any reason, including but not limited to: rude or unacceptable behavior, road conditions, weather, perceived fear of neighborhood, trip lengths of more than 20 miles, lack of safety of the vehicle to be driven or no proof of adequate insurance.
12. **Entire Agreement.** This Agreement constitutes the final, complete, and exclusive statement of the terms of the agreement between the parties pertaining to the subject matter of this Agreement and supersedes all prior and contemporaneous

understandings or agreements of the parties. This Agreement may not be contradicted by evidence of any prior or contemporaneous statements or agreements. No party has been induced to enter into this Agreement by, nor is any party relying on, any representation, understanding, agreement, or commitment outside those expressly set forth in this Agreement.

13. **Modification of Agreement.** By posting updated versions of this Agreement on Service Provider's web site (saferideamerica.org) or otherwise providing notice to you, Service Provider may modify the terms of this Agreement or prices for Services, and may discontinue or revise any or all other aspects of Services at any time. All such changes shall become effective within 10 days of posting the revised Agreement or providing notice in accordance with this Agreement.

14. **Severability.** In the event that any of the provisions of this Agreement are held to be invalid or unenforceable in whole or in part, all other provisions will nevertheless continue to be valid and enforceable with the invalid or unenforceable parts severed from the remainder of this Agreement.

15. **Termination of Agreement.**

a. Sponsor may terminate this Agreement at any time by giving Service Provider 30 days written notice. Sponsor termination of this agreement will release the Sponsor from future financial commitments described in this contract but will not entitle Sponsor a refund of any payments, fees or sponsorship monies already paid to Service Provider. Service Provider will continue to provide the services described above for the time that any remaining balance exists.

b. Service Provider may terminate this Agreement at any time without notice. Upon cancellation by Service Provider, Sponsor will be entitled to a pro-rated refund of any unused payments, fees or sponsorship monies received by Service Provider. The obligations of Service Provider under this Agreement will terminate upon the earlier of Service Provider ceasing to be engaged by Sponsor or the termination of this Agreement by Sponsor or Service Provider.

16. **Limitation on Liability.** SERVICE PROVIDER IS NOT LIABLE FOR ANY INDIRECT, SPECIAL OR CONSEQUENTIAL DAMAGES RELATED TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOST GOODWILL OR LOST BUSINESS, EVEN IF SPONSOR HAS ADVISED SERVICE PROVIDER OF THE POSSIBILITY OF SUCH DAMAGES, NOR WILL SERVICE PROVIDER BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL, BASED ON NEGLIGENCE OR STRICT LIABILITY THEORIES. SERVICE PROVIDER'S AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO OR ARISING OUT OF THIS AGREEMENT WILL NOT EXCEED THE TOTAL OF ALL FEES PAID BY SPONSOR PURSUANT TO THIS AGREEMENT FOR THE AFFECTED SERVICES IN THE ONE-YEAR PERIOD PRECEDING THE EVENT(S) GIVING RISE TO SUCH CLAIMS.

17. **Governing Law.** It is the intention of the parties to this Agreement that this Agreement and the performance under this Agreement, and all suits and special proceedings under this Agreement, be construed in accordance with and governed, to the exclusion of the law of any other forum, by the laws of the State of Georgia, without regard to the jurisdiction in which any action or special proceeding may be instituted.
18. **Publicity.** Sponsor consents to the use by Service Provider of Sponsor's name and likeness in written materials and oral presentations to current or prospective Sponsors, partners, sponsors, investors, or others, provided that such materials or presentations accurately describe the nature of Sponsor's relationship with Service Provider.
19. **Representation on Authority of Parties/Signatories.** Each person signing this Agreement represents and warrants that he or she is duly authorized and has legal capacity to execute and deliver this Agreement. Each party represents and warrants to the other that the execution and delivery of the Agreement and the performance of such party's obligations hereunder have been duly authorized and that the Agreement is a valid and legal agreement binding on such party and enforceable in accordance with its terms.

SERVICE PROVIDER:

National Council for the Prevention of Impaired Driving, Inc.