

AFFILIATE AGREEMENT



Windy City Limousine - Chicago

2801 S 25th Avenue
Broadview, IL 60155

847-916-9300 / 866-94-WINDY
affiliatewcl@windycitylimos.com



Affiliate Agreement

In consideration of the mutual covenants set forth herein and other good and valuable consideration, it is agreed:

1. The term of this Agreement shall be one year from the date that this Agreement is signed by Affiliate. This Agreement shall subsequently renew for one (1) year periods thereafter, unless notice is presented to either part, sixty (60) days prior to the expiration of the current term, of its intent to not renew the Agreement or change the terms and/or conditions of the Agreement.
2. Windy City grants, without warranties, to the Affiliate the nonexclusive right and license to use Windy City's names logos with no right to sublicense. Except as licensed hereby and for performance of this Agreement, Affiliate shall not use Windy City's names or logos alone or in combination with any other mark or symbol.

Upon Termination of this Agreement, the Affiliate will cease to use all of Windy City's names and logos.

Signage:

Affiliate Chauffeurs are required to use a Windy City sign, Designated Sign or Blank Sign for all pick-ups and all business cards distributed shall be Windy City's, not of the Affiliate.

Affiliate will represent Windy City Limousine while transporting our clients in your vehicles.

The Windy City Limousine logo for signage will be sent to Affiliate via email in a [pdf file](#).

3. The Affiliate fully understands Windy City's service requirements and agrees to fully comply with all service requirements as follows:

- **NO CELL PHONE USAGE, TEXTING, PAGING OR EMAILING WHILE PASSENGERS ARE IN THE VEHICLE**
- Always – **No Signature, No Voucher** when transporting our clients
- Always represent Windy City & use the Windy City Sign or Designated Sign while transporting our clients
- Chauffeurs must be on location 15 min prior to scheduled pickup time, then Call Windy City Dispatch
- Call or Email dispatchteam@windycitylimos.com passenger enters the vehicle.
- Call Windy City Dispatch immediately if any changes, incidents, late pickups or potential late pickups occur or we are not responsible for the extra fees, wait times or any charges above and beyond the original order
- If no contact with passenger, call Windy City Dispatch after 5 minutes of scheduled pickup time
- We request that you never sub-contract our orders
- Any vehicle upgrades must be approved by Windy City Dispatch
- No vehicle shall be released without Windy City Dispatch approval

Chauffeur to check-in at front desk with passenger name and tail number, please call Windy City when passenger (s) enter the vehicle.



Affiliate Agreement

Payment Policy/Instructions:

Windy City Limousine will provide the company Visa Credit Card once approved.

Close Process

One Invoice per date of service to include:

Windy City Reservation #

Passenger/Group Name

Date of Travel

Start & End Time

Pickup & Drop Off locations

Vehicle Type

Service Type (i.e. straight transfer – charter/hourly)

Any additions and/or modifications from original request as a separate line item

In order to bill our clients timely and accurately we require Final Charges/Invoicing to contact us via:

Windy City Limousine Company LLC

2801 S 25th Avenue, Broadview, IL 60155

OR

Fax 847-455-2009 Attn: Accounts Payable

Email finalcharges@windycitylimos.com

Phone 847-916-9300 **by 12:00pm noon (CST) , day after service date**

If not received, we will charge rate of original order.

Fleet: (we require a late model fleet, not to exceed 3 yrs of age / a vehicle inspection will be performed)

All vehicles must have GPS – Mapping devices

Affiliate Corporate Requirements:

All Affiliates need to provide the following information:

- All Affiliates must be incorporated
- Provide Windy City with W-9

Certificate of Insurance:

- Automobile Liability \$1.5 million for vehicles up to 15 passengers
- Automobile Liability \$5-\$10 million for vehicles 16 passengers and higher
- Certificate must detail schedule of vehicles (year, make, model, vin and plate #)

ADD Windy City Limousine as Additional Insured:

Windy City Limousine Company LLC

2801 S 25th Avenue, Broadview IL 60155

Certificate of Proof of Coverage:

- Commercial General Liability
- Workers' Compensation and Employer Liability



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4. For the period of time that this Agreement is in effect and for a minimum period of one (1) year thereafter, neither Affiliate nor any of its officers, shareholders, directors, employees, agents, contractors, or suppliers employees or chauffeurs or drivers shall engage in any activity which, directly, or indirectly, promotes or provides services or products or permit which compete with Windy City, its products or services, nor be employed by, nor associate in any capacity with any person, firm or corporation which competes with Windy City or plans to compete with Windy City. This non-compete provision encompasses activities which include, but are not limited to: contracting, by any method, customers of Windy City during or after the termination or expiration of the Agreement; or promoting, selling or marketing, directly or indirectly, competitive products or services to customers of Windy City.
 5. Windy City will have the right to terminate this Agreement immediately and without notice upon breach of the Agreement by Affiliate including the failure of Affiliate to meet the high standards of service required by Windy City. The termination of this Agreement shall not relieve Affiliate of its obligations for payment of sums owed to Windy City or from its confidentiality, non-compete, non-solicitation and indemnification obligations or from its obligations to cease the use of any Windy City names and logos which obligations shall survive the expiration or termination of this Agreement.
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The AGREEMENT is made on this date _____, _____ BETWEEN Windy City Limousine Company LLC
AND

(referred to as "Affiliate")

Name (please
print): _____ Title: _____

Signature: _____



Affiliate Agreement

Specialty Vehicles:

Chauffeurs:

Chauffeur pre-employment qualifications & during employment: (Drug & Alcohol Screening, Background Checks etc..)

Technology used to communicate to your Chauffeurs:

Chauffeur Dress-Code: Dark Suit, White Shirt, Professional Tie.

Please send this signed and completed agreement, along with your terms & conditions, W9, COI, and affiliate rate sheet to: affiliatewcl@windycitylimos.com