

speedi SHUTTLE SEATTLE

2016 Wholesale Shared Ride Rate Agreement

Agency: SMS International Shore Operations U.S. Inc.
 Agency Contact: Name: Nora Vega Email: nvega@smscruises.com
 Phone: 305-903-2252 Fax: 786-953-6633
 SpeediShuttle Seattle: **SpeediShuttle Washington, LLC d/b/a SpeediShuttle Seattle Cert. #C065854**

This agreement ("Agreement") is by and between Agency and SpeediShuttle Seattle (the "Parties"). The Parties hereby agree as follows:

- A. **Term**
 The Agreement is effective for shared ride sales made and booked with SpeediShuttle Seattle from the WUTC Approval Effective Date through October, 2016.
- B. **Net Rates**
 Agency shall be billed at net rates for services at the rates set forth of **Exhibit A** hereto. Rates will be determined by SpeediShuttle Seattle annually. Any shared ride services not specifically provided for will be quoted to Agency on request.
- C. **Payment**
 Payments are due net, thirty days from receipt of invoice. Late payments will be assessed a finance charge of 1 ½% per month.
- D. **Bookings**
 All bookings must be made by reservation, in advance. Bookings must specify arrival and departure times, pickup and drop off location and flight information. Incomplete bookings will be rejected. Bookings must be made at least twenty-four (24) hours in advance. SpeediShuttle Seattle will not accept vouchers for transportation that is not evidenced by a reservation made by Agency. Vouchers, if any, will not be returned to Agency.
- E. **Insurance**
 SpeediShuttle Seattle will maintain policies of insurance in not less than the amount required by regulatory bodies including the Washington Utilities and Transportation Commission and the Port of Seattle at its own cost and expense.
- F. **Indemnification**
 SpeediShuttle Seattle will indemnify and hold harmless Agency, its officers, employees and agents against and from all claims, suits, judgments, losses, damages, fines or costs resulting from any claim, suit or demand by any third party, including but not limited to, injuries to or deaths of persons or loss of property arising out of the provision of services under this agreement.
- G. **Notices**
 Notices related to this agreement shall be in writing and sent via certified mail to:

To SpeediShuttle Seattle:
 SpeediShuttle Washington, LLC
 1237 S. Director St.
 Seattle, WA 98108
 Attn: Cecil S. Morton

To Agency:
SMS International Shore Operations U.S. Inc.
1007 N. America Way, Suite 505
Miami, FL 33132
Att: Nora Vega

H. General Provisions

- a. All services shall be provided in compliance with all applicable laws and regulations and shall be performed in a high-quality and safe manner.
- b. SpeediShuttle Seattle shall not be liable for delays due to circumstances beyond its control.
- c. Regulated rates provided in this Agreement are not valid unless and until they are approved by the Washington Utilities and Transportation Commission.
- d. In the event Agency fails to comply with any of the terms and provisions of this Agreement, SpeediShuttle Seattle may, at its sole option, cease providing services without obligation to Agency.
- e. Any modifications to this Agreement must be in writing, signed by both parties and, if required approved by the Washington Utilities and Transportation Commission.

Each of the undersigned represents and warrants that he or she is duly authorized to execute this Agreement on behalf of the entity first indicated below. This Agreement is subject to regulatory approval by the Washington Utilities and Transportation Commission. SpeediShuttle Seattle will notify Agency within two (2) business days of receiving approval or denial from the Commission.

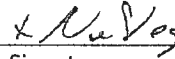
SpeediShuttle Washington, LLC

SMS International Shore Operations U.S. Inc.

Signature



Signature



Cecil S. Morton

Nora Vega

Printed Name

Printed Name

President

Vice President

Title

Title

speedi SHUTTLE SEATTLE

Exhibit A 2016 Wholesale Shared Ride Rates

One-Way Seat In per Passenger Between Sea-Tac and				
Zip Code	Area	Retail	Discount	Net Rate
98004	Bellevue (Hotels Only*)	22.00	2.20	19.80
98005	Bellevue (Hotels Only*)	22.00	2.20	19.80
98006	Bellevue (Hotels Only*)	22.00	2.20	19.80
98007	Bellevue (Hotels Only*)	22.00	2.20	19.80
98008	Bellevue/Crossroads (Hotels Only*)	22.00	2.20	19.80
98052	Redmond (Hotels Only*)	25.00	2.50	22.50
98101	Downtown Seattle	15.99	1.60	14.39
98102	Seattle/Eastlake	20.15	2.01	18.14
98104	Seattle/Downtown	15.99	1.60	14.39
98105	Seattle/Univ. District	21.99	2.20	19.79
98109	Seattle/Queen Anne	15.99	1.60	14.39
98112	Seattle/Madison Park	20.49	2.05	18.44
98119	Seattle/Queen Anne/Pier 91	20.99	2.10	18.89
98121	Seattle/Denny Regrade/Pier 66	15.99	1.60	14.39
98122	Seattle/Central/Seattle U.	17.99	1.80	16.19
98154	Seattle/Safeco Plaza	15.99	1.60	14.39
98164	Seattle/Central Library	15.99	1.60	14.39
98195	UW Campus	21.49	2.15	19.34

- All rates are per person fares and apply to passengers occupying a seat.
- Cancellation Policy – Reservations must be cancelled at least two (2) hours prior to the scheduled pickup time. No shows are chargeable at full net rates above.
- Baggage Policy – Two standard size bags per passenger. Additional baggage or oversize baggage will be at an extra charge.
- Gratuity not included.
- Reservations can be made up to twenty-four (24) hours prior to the scheduled pickup time by telephone to (844) 877-3334 or (206) 693-7100, by email to reservations@speedishuttleseattle.com or by fax to (206) 566-5982.
- Our call center is available 24 hours per day at (844) 877-3334 or (206) 693-7100 to respond to guests' questions or changes.

Arrival Procedures

We monitor incoming flights. Guests will be greeted in baggage claim with a name sign on arrival and directed to their shuttle. Please have them look for our greeters holding a SpeediShuttle sign.

Departure Procedures

Departures will be confirmed with the guests the day prior to the scheduled pickup by telephone or email. Due to the nature of shared ride service guests should be at the pickup point fifteen minutes prior to their scheduled pickup time and all fifteen minutes after their scheduled pickup time.