

## FARM OUT AFFILIATE AGREEMENT

## Global Alliance Provider

In order to best manage expectations for both companies, we have developed a list of criteria that is critical to us in your performance. As a Global Alliance Provider (GAP), your company represents Ogun Limo Services in your community. It is our goal to establish a long, respectful, and mutually rewarding relationship with your company. The success of our relationship is dependent on high levels of service to our clients, as well as honest and thorough communication between our companies.

### Vehicle and Chauffeur Specifications

1. Ogun Limo Services requires its GAP partners to maintain at least one million dollars (\$1,000,000) in combined single limit C.S.L (five million dollars \$5,000,000 is recommended). Ogun Limo Services must be listed as an additional insured and certificate holder. Please make out to format below. Email to

Ogun Limo Services  
4714 W. 163rd St.  
Lawndale, CA 90260

2. All GAP vehicles used for Ogun Limo Services must be four model years or newer, black in color, clean, and properly fueled for the job. No materials up front should be visible to passenger.

a. On occasion Ogun Limo Services may request vehicles less than 2 years old, have blk/blk leather interior upon accepting these requests, the provider confirms that they will provide appropriate aged vehicles.

3. GAP chauffeurs are required to wear black suits, white shirts, conservative ties, black socks, and polished black shoes. All hats must be approved industry standard chauffeur hats.

4. Vehicles must be stocked with bottled water and the current day's issue of a national newspaper (preferably the "Wall Street Journal").

5. GAP chauffeurs are required to have a working cell phone and GPS. GPS device MUST NOT be a smart phone.

### Service Standards

6. GAP Chauffeurs are required to use Ogun Limo Services signage for all pickups.

7. GAPs are expressly prohibited from subcontracting any job without prior authorization from Ogun Limo Services. Violating this may result in vendor termination.

8. Any vehicle upgrades require pre-approval from Ogun Limo Services including an SUV for a sedan.

9. Confidentiality is a requirement. Chauffeurs should engage in only casual conversation with the client, and should refrain from engaging in any negative or potentially controversial subjects.

**Service Standards**

10. GAP chauffeurs may not ask the client for a tip or request payment.
11. GAPs may not solicit business from the clients of Ogun Limo Services. Violating this may result in vendor termination.
12. Only blank or Ogun Limo Services cards, not those of the GAP.
13. Chauffeurs may not ask a client for directions. Jobs must be mapped out and planned prior to pick up and/or drop off to avoid this issue. Ogun Limo Services dispatch is available 24/7 for any assistance needed.
14. Trip planning should include having the GAP vehicle on location not less than 15 minutes prior to pick up for sedans and SUVs, not less than 30 minutes prior for all FBO, van, limousine, mini bus, and motor coach work.
15. Any additional stops and changes in itineraries must be communicated immediately to Ogun Limo Services Transportation. New reservations must be communicated by the client directly to the Ogun Limo Services office.
16. No vehicle shall be released from a job without prior authorization from Ogun Limo Services
17. GAPs shall honor a two (2) hour cancellation policy with no charge for Sedans and SUV's.

**Communication with Ogun Limo Services Transportation**

18. If the GAP chauffeur does not make contact with the client after fifteen (15) minutes, on rides without an authorized wait, Ogun Limo Services must be notified. The exception is airport pick ups; if client contact is not made within thirty (30) minutes of the flight landing, Ogun Limo Services must be notified.
19. Any service issues or potential service issues must be communicated to Ogun Limo Services as they occur. For example, if a pick up will be late, we must be notified prior to the scheduled pick up time.
20. After each job is completed, an invoice from the GAP is required within twenty-four (24) business hours. Invoices may be faxed to 310.734.1548 or emailed to: info@ogunlimo.com.
21. Negotiated rates shall be valid for a minimum period of twelve (12) months.
22. All GAP invoices for services must be billed through Ogun Limo Services, and not to the client. Invoices will be paid once a month on the 20th.
23. For Road Shows, the chauffeur's name and contact number(s) must be provided to Ogun Limo Services by 2:00 pm the day before the job.
24. GAP agrees to two complimentary non-billed mystery rides per year. This is for quality control purposes to make sure contract accord is maintained.

Above all, keep us informed. If problems arise, it is your responsibility and ours to make it right for the client. We are depending on your professionalism to provide the level of service our clients expect from us; in working actively with you, we will do our best to make that happen.

**Billing**

Ogun Limo pays on 20 day terms. Jobs performed for Ogun Limo should be invoiced on the last day of the month. Invoice should be sent to Ogun Limo within one week of invoice date. Ogun Limo pays 20 days after invoice date via check.

**Indemnification**

As a GAP partner of -Ogun Limo Services , you shall defend and indemnify Ogun Limo Services and the other Members, and their respective officers, directors, employees and agents (collectively, the “Indemnified Parties”) and hold them harmless from any and all claims and liabilities of any nature, causes of action, losses, damages, or expenses (including reasonable attorneys fees) arising from or relating to (a) the provision of Services hereunder by GAP partner or any other activities of GAP partner under this Agreement, or (b) the breach by GAP partner of any of its representations, warranties, covenants and agreements herein. The Indemnified Party shall give GAP partner notice of any claim or threatened claim which is subject to GAP partner obligation of indemnification hereunder, and shall permit GAP partner to participate in the conduct of the defense and settlement of such claim through counsel of its own choosing and at its own expense, provided that any failure on the Indemnified Party’s part to provide such notice or permit such participation shall not relieve GAP partner of its obligation to indemnify the Indemnified Party hereunder if GAP partner was not materially prejudiced by such failure. In connection with any such claim, GAP partner will furnish the Indemnified Party with all information or any other assistance requested by them which is reasonably necessary to conduct the defense or settlement thereof. The other Members shall be third party beneficiaries of this Section and shall be entitled to rely on it to the same extent as if GAP partner had agreed directly with such Members to so defend and indemnify them.

**Our Commitment**

1. As your partner, we promise to keep open and honest lines of communication with you.
2. We will provide you all with pertinent information including correct pick up and drop off locations, contact cell phone numbers (as available), and vehicle types.
3. We will always treat you and your staff in a respectful, professional manner.
4. We promise to provide information to you in a timely manner.
5. We will provide your clients, in our market, with the same exceptional level of service we expect from you.

**Acknowledged by:**

Printed Name: \_\_\_\_\_

Company: \_\_\_\_\_

Signature: \_\_\_\_\_  
(GAP partner)

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Printed Name: \_\_\_\_\_

Signature: \_\_\_\_\_  
(Ogun Limo Services)

Title: \_\_\_\_\_

Date: \_\_\_\_\_