

# MONALISA LIMOUSINE

5178 West Pico Blvd

TCP 27489B

Los Angeles, CA 90019

Phone (323) 933-6662

Fax (323) 933-6661

Website: <http://www.monalisalimousine.com>

Yelp: <http://www.yelp.com/biz/monalisa-limousine-los-angeles>

Facebook: <http://www.facebook.com/monalisalimo.luxury>

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## AFFILIATE AGREEMENT

Phone: (323) 933-6662 Fax: (323) 933-6661 monalisalimousine@gmail.com

This contract is for Monalisa Limousine and farm affiliate. This contract is valid until either company revokes this contract in written form.

### **Obligations of Monalisa Limousine.**

- Monalisa Limousine agrees to provide trip information to the Affiliate in legible format by the means of an email from our dispatch.
- Monalisa Limousine agrees to provide payment to the affiliate for performed services by check paid semimonthly on the closet business day on or after the 1st and 16<sup>th</sup> of every month.
- Monalisa Limousine agrees to inform affiliate of any changes to the service or requests made by the customer in a timely manner.

### **Obligations of AFFILIATE:**

- Affiliate agrees to perform the service in a timely manner as specified in the trip information and do so representing Monalisa Limousine. All affiliate marketing should be removed from the vehicle. (Failure to follow this guideline will result in removing you from our affiliate list)
- Affiliate agrees to have driver in business attire of ONLY BLACK SUIT, BLACK TIE AND WHITE SHIRT IN SOLID COLORS. (Failure to follow this guideline will result in removing you from our affiliate list)
- Affiliate agrees to not collect any payments from the passenger and not to talk to the passenger about rates or charges unless advised by trip ticket or dispatch. In case of billing questions Affiliate or driver should refer passenger to billing department that can be reached at (323) 933-6662. In case tips are given driver should let the customer know that tips are already included in the total bill, and accept tips only if customer repeatedly offers tips. In any case where a collection was made by credit card, do not charge the client, please call dispatch and provide them with the CC info, we will charge and have you mail us the imprint. DO NOT CHARGE please.
- Affiliate agrees to confirm receipt of all emails and trip ticket in a timely manner as well as provide driver name and cell number in a timely manner.
- Affiliate agrees to perform the following for AIRPORT service:
  - Meet and greet at the baggage claim for airport pickup at the time specified on the trip information. Driver should hold a sign with Passenger Last name and “Monalisa Limousine”. Driver will text client while flight is on board to let them know he will waiting with a sign. For curbside pickup, driver must also text passenger, letting them know that they are the driver for Monalisa limousine and to call his cell number when they have collected their luggage and heading to the curb (this request is written in all orders).
  - Complimentary bottle of water per each passenger.
  - Vehicle cannot be more than 5 years old.
- Affiliate agrees to perform the following for Limousine & Party Bus service:
  - Full Bar and Complimentary water, napkins and glasses for all passengers.
  - Complete itinerary for the trip and use of GPS system by the driver for worry free experience of the passengers, unless otherwise specified in the trip information.

- Affiliate will have Monalisa Limousine listed as an additional insured on their policy. Our policy prohibits affiliates from engaging with the intent to solicit or represent themselves for their own benefit.
- **Affiliates are not allowed to re-farm.** (Failure to follow this guideline will result in removing you from our affiliate list)
- Affiliate agrees that any problems that occur must be immediately reported to Monalisa Limousine. Monalisa Limousine is a 24-hour operation and will have qualified personnel on duty in order to respond to questions or situations. If an incident is made known to Monalisa Limousine after the completion of service wherein Monalisa Limousine had no previous warning or indication of that problem, necessary adjustments to the charges by Monalisa Limousine may occur.
- Affiliate agrees that they are up to date with all PUC and DOT and CHP laws and regulations.
- Affiliate agrees that all their drivers have been drug tested upon hire and are part of a random drug test program according to federal law.
- Affiliate agrees that all drivers driving for the affiliate are properly categorized as w2 employee and not 1099 as that would make them an affiliate on their own and cannot drive any runs given by Monalisa limousine. Affiliate also agrees that proper workers comp insurance is provided to all drivers.

**CONFIDENTIALITY AGREEMENT:**

MONALISA LIMOUSINE INC is engaged in the business of transportation & livery service RECIPIENT is engaged as and AFFILIATE FOR MONALISA LIMOUSINE INC. Information will be disclosed to the recipient to be able to carry out day to day work responsibility. MONALISA LIMOUSINE INC has requested that RECIPIENT will protect the confidential material and information which may be disclosed between MONALISA LIMOUSINE INC and RECIPIENT. Therefore, the parties agree as follows:

**CONFIDENTIAL INFORMATION.** The term "Confidential Information" means any information or material which is proprietary to MONALISA LIMOUSINE INC, whether or not owned or developed by MONALISA LIMOUSINE INC, which is not generally known other than by MONALISA LIMOUSINE INC, and which RECIPIENT may obtain through any direct or indirect contact with MONALISA LIMOUSINE INC.

**Confidential Information includes without limitation:**

- Business records and plans
- Financial statements
- Customer lists, names, addresses, phone numbers and records
- Trade secrets
- Technical information
- Products

- Inventions
- Product design information
- pricing structure
- Discounts
- Costs
- Trip tickets
- Invoices
- Emails
- Contact information
- Affiliate paper work
- Media kits

And any other proprietary information.

**Confidential Information does not include:**

- Matters of public knowledge.
- Information rightfully received by the recipient from a third party.
- Information independently developed by the recipient.
- Information disclosed by operation of law.
- Information disclosed by the recipient and any other information that both parties agree in writing is not confidential.

**PROTECTION OF CONFIDENTIAL INFORMATION.** RECIPIENT understands and acknowledges that the Confidential Information has been developed or obtained by MONALISA LIMOUSINE INC by the investment of significant time, effort and expense, and that the Confidential Information is a valuable, special and unique asset of MONALISA LIMOUSINE INC which provides MONALISA LIMOUSINE INC with a significant competitive advantage, and needs to be protected from improper disclosure. In consideration for the disclosure of the Confidential Information, RECIPIENT agrees to hold in confidence and to not disclose the Confidential Information to any person or entity without the prior written consent of MONALISA LIMOUSINE INC. In addition, RECIPIENT agrees that:

*No Copying/Modifying.* RECIPIENT will not copy or modify any Confidential Information without the prior written consent of MONALISA LIMOUSINE INC.

*Application to Employees.* Further, RECIPIENT shall not disclose any Confidential Information to any employees of RECIPIENT, except those employees who are required to have the Confidential Information in order to perform their job duties in connection with the limited purposes of this Agreement. Each permitted employee to whom Confidential Information is disclosed shall sign a non-disclosure agreement substantially the same as this Agreement at the request of MONALISA LIMOUSINE INC.

*Unauthorized Disclosure of Information.* If it appears that RECIPIENT has disclosed (or has threatened to disclose) Confidential Information in violation of this Agreement, MONALISA LIMOUSINE INC shall be entitled to an injunction to restrain RECIPIENT from disclosing, in whole or in part, the Confidential Information. MONALISA LIMOUSINE INC shall not be prohibited by this provision from pursuing other remedies, including a claim for losses and damages.

**RETURN OF CONFIDENTIAL INFORMATION.** Upon the written request of MONALISA LIMOUSINE INC, RECIPIENT shall return to MONALISA LIMOUSINE INC all written materials containing the Confidential Information. RECIPIENT shall also deliver to MONALISA LIMOUSINE

INC written statements signed by RECIPIENT certifying that all materials have been returned within five (5) days of receipt of the request.

**NO WARRANTY.** RECIPIENT acknowledges and agrees that the Confidential Information is provided on an AS IS basis. MONALISA LIMOUSINE INC MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE CONFIDENTIAL INFORMATION AND HEREBY EXPRESSLY DISCLAIMS ANY AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. IN NO EVENT SHALL MONALISA LIMOUSINE INC BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES IN CONNECTION WITH OR ARISING OUT OF THE PERFORMANCE OR USE OF ANY PORTION OF THE CONFIDENTIAL INFORMATION. MONALISA LIMOUSINE INC does not represent or warrant that any product or business plans disclosed to RECIPIENT will be marketed or carried out as disclosed, or at all. Any actions taken by RECIPIENT in response to the disclosure of the Confidential Information shall be solely at the risk of RECIPIENT.

**LIMITED LICENSE TO USE.** RECIPIENT shall not acquire any intellectual property rights under this Agreement except the limited right to use set out above. RECIPIENT acknowledges that, as between MONALISA LIMOUSINE INC and RECIPIENT, the Confidential Information and all related copyrights and other intellectual property rights, are (and at all times will be) the property of MONALISA LIMOUSINE INC, even if suggestions, comments, and/or ideas made by RECIPIENT are incorporated into the Confidential Information or related materials during the period of this Agreement.

**GENERAL PROVISIONS.** This Agreement sets forth the entire understanding of the parties regarding confidentiality. The obligations of confidentiality shall survive indefinitely from the date of disclosure of the Confidential Information. Any amendments must be in writing and signed by both parties. This Agreement shall be construed under the laws of the State of California. This Agreement shall not be assignable by either party, and neither party may delegate its duties under this Agreement, without the prior written consent of the other party. The confidentiality provisions of this Agreement shall remain in full force and effect after the effective date of this Agreement.

**IN WITNESS WHEREOF,** this Agreement has been executed and delivered in the manner prescribed by law as of the date first written above.

Affiliate Name: \_\_\_\_\_ date:

Affiliate signature: \_\_\_\_\_ date:

# **SUBCONTRACTOR REQUIREMENTS**

- USE WHITE PAPER WITH MONALISA LIMOUSINE AND WITH PASSENGER NAME ON IT.
- CHAUFFEUR DRESS CODE: BLACK SUIT, WHITE SHIRT, BLACK TIE AND BLACK SHOES. ALL SOLID.
- VEHICLE IS CLEAN AND IN PRISTINE CONDITION.
- VEHICLE IS STOCKED WITH WATER FOR ALL PASSENGERS
- ON LOCATION NOTIFICATION IS 15 MINUTES PRIOR TO PICKUP.
- ALL DRIVERS MUST DO THEIR CHECK INS VIA PHONE CALL TO 323933662 AND LEAVE VOICMAIL IF NECESSARY OF:  
EN ROUTE, ON LOCATION, POB, CLEAR.
- ANY STOPS OR DEVIATION FROM TRIP TICKET MUST BE PREAPPROVED BY DISPATCH 323933662.
- ALL PICK UPS INCLUDING CURBSIDE AND MEET AND GREET AT AIRPORTS REQUIRES YOUR DRIVER TO TEXT OUR PASSENGER WITH "THIS IS MONALISA LIMO DRIVER, PLEASE CALL MY CELL WHEN YOU ARE (READY FOR PICK UP) OR (HAVE COLLECTED YOUR LUGGAGE AND HEADING TO THE CURB) OR (YOU HAVE NOT SEEN ME HOLDING A SIGN WITH YOUR NAME).
- YOUR DISPATCH MUST CONFIRM ALL AFFILIATE EMAILS SENT AND GIVE DRIVER NAME AND CELL NUMBER IN TIMELY MANNER.

By signing below, you are acknowledging your receipt and understanding of the above requirements and entire agreement:

\_\_\_\_\_  
Authorized Signature:

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

Name:

# Request for Taxpayer Identification Number and Certification

**Give Form to  
 the requester.  
 Do not send to  
 the IRS.**

<b>Print or type See Specific Instructions on page 2.</b>	Name (as shown on your income tax return)		
	Business name/disregarded entity name, if different from above		
	Check appropriate box for federal tax classification:		Exemptions (see instructions):
	Individual/sole proprietor	C Corporation	S Corporation
	Trust/estate Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) *		Partnership
Address (number, street, and apt. or suite no.)			Exempt payee code (if any)
City, state, and ZIP code			Exemption from FATCA reporting code (if any)
List account number(s) here (optional)			Requester's name and address (optional)

**Part I Taxpayer Identification Number (TIN)**

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

**Note.** If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

	<b>Social security number</b>										
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	<b>Employer identification number</b>										
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**Part II Certification**

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am a U.S. citizen or other U.S. person (defined below), and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

<b>Signature of U.S. person</b>		<b>Date *</b>
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## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** The IRS has created a page on IRS.gov for information about Form W-9, at [www.irs.gov/w9](http://www.irs.gov/w9). Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

## Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify that the TIN you are giving is correct (or you are waiting for a number

to be issued),

- Certify that you are not subject to backup withholding, or
- Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

Withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

**Note.** If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

**Definition of a U.S. person.** For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate),

• A domestic trust (as defined in Regulations section 301.7701-7).

**Special rules for partnerships.** Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business.

Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partner

**Affiliate Company Name (print)** \_\_\_\_\_

**Affiliate Authorized Person (print)** \_\_\_\_\_

**Affiliate Signature** \_\_\_\_\_

**TCP #** \_\_\_\_\_ **AIRPORT ACTIVE:** \_\_\_\_\_

**RESERVATION LINE:** \_\_\_\_\_

**OWNER NAME:** \_\_\_\_\_

**BILLING ADDRESS:** \_\_\_\_\_

**FLEET AVAILABLE YEAR AND MODEL:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**WEBSITE:** \_\_\_\_\_



**WE MUST RECEIVE THIS CONTRACT ALONG WITH  
YOUR CERTIFICATE OF LIABILITY WITH MONALISA  
LMOUSINE INC 5178 WEST PICO BLVD LOS  
ANGELES CA 90019 AS AN ADDITIONAL INSURED  
ON YOUR POLICY.**

In case any of the above terms are not met Monalisa Limousine reserves the right to discontinue any future contracts with the Affiliate and/or request a discount for performed service that did not meet requirements above and/or refuse payment for performed service that did not meet requirements above.

THANK YOU.