

Pear Transportation Company LLC Customer Agreement

This Agreement ("Agreement") is made and entered into as of the date below by and between Pear Transportation Company LLC ("The Pear"), a Pennsylvania limited liability company, with offices located in Pittsburgh, PA, and the person identified on the signature page ("Customer").

1. **CUSTOMER ACKNOWLEDGES THAT IN EXCHANGE FOR THE PRIVILEGES AND PEACE OF MIND ASSOCIATED WITH THE PEAR SERVICE, CUSTOMER HEREBY: (A) RELEASES THE PEAR, ITS CUSTOMERS, MANAGERS, EMPLOYEES, AGENTS AND DRIVERS FROM ANY AND ALL LIABILITY, INCLUDING NEGLIGENCE, FOR ANY INJURY, INCLUDING DEATH OR PROPERTY DAMAGE THAT MAY OCCUR IN CONNECTION WITH THE PEAR SERVICE; AND (B) AGREES NOT TO INITIATE ANY LEGAL PROCEEDINGS AGAINST THE PEAR, ITS CUSTOMERS, MANAGERS, EMPLOYEES, AGENTS OR DRIVERS WITH RESPECT TO ANY SUCH CLAIMS OR DAMAGES, WHICH CUSTOMER IS RELEASING. CUSTOMER IS AWARE THAT VARIOUS RISKS ARE INVOLVED IN THE PEAR SERVICE. SUCH RISKS INCLUDE, AMONG OTHER THINGS, THE TRAVEL RISKS ASSOCIATED WITH RIDING IN A VEHICLE AND GIVING CONTROL OF A VEHICLE TO ANOTHER PERSON. DESPITE THESE AND THE OTHER RISKS, CUSTOMER WANTS THIS SERVICE AND IS WILLING TO AGREE TO PERSONALLY BEAR SUCH RISKS, ASSUMING FULL RESPONSIBILITY FOR ANY HARM OR DAMAGE THAT MAY RESULT.**
2. **WITHOUT LIMITING PARAGRAPHS 9 AND 10 BELOW, THE PEAR'S AND ITS DRIVERS' LIABILITY FOR FAILURE TO PERFORM UNDER THIS AGREEMENT OR FOR INJURY OR DAMAGE WILL BE LIMITED TO \$500. IN NO EVENT WILL THE PEAR OR ITS DRIVERS BE LIABLE FOR SPECIAL, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, EVEN IF ADVISED OF THEIR POSSIBLE EXISTENCE.**
3. **CUSTOMER WILL INDEMNIFY, DEFEND AND HOLD THE PEAR, ITS CUSTOMERS, EMPLOYEES, AGENTS AND DRIVERS HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, LIABILITIES, DAMAGES, FINES, PENALTIES AND EXPENSES (INCLUDING ATTORNEYS' FEES) ARISING FROM OR RESULTING FROM ANY BREACH OF THE REPRESENTATIONS, WARRANTIES OR COVENANTS CONTAINED IN THIS AGREEMENT.**
4. **CUSTOMER FULLY INTENDS AND UNDERSTANDS THAT THE WAIVER OF LIABILITY AND HOLD HARMLESS PROVISIONS OF THIS AGREEMENT SHALL BIND THE CUSTOMER'S FAMILY, HEIRS, ASSIGNS, OR PERSONAL REPRESENTATIVES.**
5. Customer hereby agrees to become a Customer of the Pear Transportation Company LLC service. The Pear Transportation Company LLC service consists of The Pear sending a car and two drivers to pick Customer up at a designated location and to drive Customer to his or her home or other destination of the Customer's choosing in Customer's own car with seatbelts for Customer, guests and Driver. The second Driver will drive a second vehicle to retrieve the first Driver. The Pear is not a taxi or limousine service. If Customer has passengers in need of separate drop-off at private residences or hotels, passengers will first be dropped off with the Customer dropped off last. Customer will pay The Pear a per-trip fee according to The Pear's standard fee schedule.
6. Customer hereby represents and warrants to The Pear and its Drivers that as of each date on which he or she requests The Pear Service:
 - a. Customer is the rightful owner, lessee or caretaker of the vehicle/s being transported;
 - b. The vehicle's registration, insurance and license tags are current; and that the vehicle is covered by a fully comprehensive insurance policy;
 - c. The vehicle is maintained in good working condition and in compliance with the applicable laws and has no defects or conditions that may cause the vehicle to be unsafe to drive;
 - d. No contraband, substance, or other items which are illegal for public transport are concealed or within the vehicle;
 - e. The vehicle has sufficient fuel to reach the drop-off location.
7. Customer agrees to or authorizes the following:
 - a. To allow The Pear Driver to drive Customer's vehicle for the purposes set forth in this Agreement;
 - b. To obey all civil and criminal laws, including but not limited to seat belt and open container laws;
 - c. To avoid all unnecessary physical contact with the Driver, before, during and after the pick-up, transport and drop-off;
 - d. To pay drivers the quoted fare for each drop-off, payable at time of pick-up or in advance;
 - e. To pay any expenses required to get the Customer's vehicle to its destination, including but not limited to: (i) fuel costs if Driver, in his or her sole discretion, concludes that based on the vehicle's fuel gauge reading, the Vehicle has insufficient fuel to reach the desired drop-off point; (ii) towing or other emergency roadside expenses resulting from mechanical failure of the vehicle; and (iii) parking fees;
 - f. Subject to paragraph g below, Customer hereby authorizes The Pear or its Driver to seek emergency medical care in the event Customer is injured or becomes ill during transport from the pick-up location to the drop-off location;
 - g. Customer hereby authorizes The Pear to leave the vehicle locked and parked in the hospital or urgent care parking lot in the event of an emergency, as contemplated by paragraph f above; keys will be retained by The Pear until such time as Customer or a family member of Customer or other authorized person authorizes their release.
8. The Pear and its Drivers reserve the right to refuse to provide The Pear Service to Customer or to any other person if, in the Driver's sole discretion, such service would be unsafe to the Driver because: (a) Customer or such other person is impaired to the point of unconsciousness; (b) Customer or such other person is armed, belligerent, violent, verbally or physically threatening or abusive; (c) the Vehicle is unsafe to drive; or (d) any other facts or circumstances relevant to Driver's safety, as determined in Driver's sole discretion.
9. The Pear provides its service subject to availability and assumes no liability should all Drivers be booked at the precise time when service is requested.
10. Customer acknowledges and agrees that at the time The Pear Service is requested, Customer may be intoxicated. Accordingly, Customer hereby affirms that this Agreement and the waivers and releases contained herein are binding on Customer and will continue to be binding, notwithstanding the fact that Customer may be intoxicated at the time he or she requests The Pear Service.
11. This Agreement is governed by the laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles.
12. If any provision of this Agreement is determined to be unenforceable, such provision will be deemed severed and the remaining provisions of this Agreement will continue in full force and effect.
13. The Pear will be deemed to have accepted this Agreement.
14. Each Driver is hereby designated as a third-party beneficiary of this Agreement.

By signing below, or by submitting this Agreement to The Pear electronically without a manual signature, Customer acknowledges that he or she has read and understood this Agreement and agrees to be legally bound by its terms.

Customer Signature

Customer Name

Date