



## Business Member Agreement

I \_\_\_\_\_ of \_\_\_\_\_ apply to join Modo as either a:  
(name of individual, position) (company/organization)

Shareholding Business Member, and have included proof of eligibility

Non-shareholding Business Member

I have read and understood Modo's Carsharing Handbook ("the Handbook").

I agree to observe and be bound by this Agreement, Terms & Conditions and the Handbook, and any amendments to them. I understand that Modo may amend either from time to time, according to its bylaws and that I will be notified of changes within 7 days. A security deposit or share purchase is required upon application. This purchase serves as security for any liabilities owing to Modo resulting from this Agreement. Modo's acceptance of this application is subject to the purchase which will be refunded if the application is not accepted by Modo. Acceptance of Driver applications is subject to a successful check of the driver's license, driving record, and insurance claims history; Business Members must have at least two drivers to open an account.

### If my application is accepted, Modo will:

- give drivers on the Business Member account access to vehicles it owns or rents ("Vehicles"),
- pay for Vehicle-related expenses such as gas, tires, maintenance and pre-approved repairs, and
- keep Vehicles clean, reliable and well maintained.

### Vehicle Care

I recognize that:

- I share responsibility for the maintenance and safety of Vehicles,
- Modo's periodic Vehicle inspections are supplementary to inspection by members, like me, and
- Modo does not make any representations or warranties as to the fitness or condition of any Vehicle.

### Security Deposit / Share Purchase

A security deposit or share purchase is required upon application. This purchase serves as security for any liabilities owing to Modo resulting from this Agreement. Acceptance of my application is subject to this purchase. It will be refunded if my application is not accepted by Modo.

The payment of \$\_\_\_\_\_ for the security deposit or share purchase is enclosed.

Driver registration fees will be invoiced as applicable.

### Payments

Payment can be made by cheque, cash, online banking or charged to a VISA or MasterCard. Automatic monthly payment options via bank account debit or charge to an aforementioned credit card can also be arranged. Modo staff can provide information about payment options.

## **Fees and Expenses**

As a Business Member, I am responsible for paying any fees, expenses, liens and fines I incur, as set out in the Handbook and Rules. This money will be a debt payable to Modo, and Modo may use my security deposit or share purchase as a lien, to cover any amount owing. My security deposit or share purchase balance will only be restored once all debts are paid.

I am bound by the current Business Member rates and Price List, and agree to pay for usage as billed. If an overdue payment exceeds \$25, I'll be charged a late payment fee of 1.25% per month, compounded monthly (16.08% per year), on the total overdue amount.

## **Suspension**

The Accounts Receivable Manager may suspend all Drivers' carsharing privileges if there is a default in paying any amount owing to Modo. This may be done without notice, one week after a second reminder is sent to the Business Member by regular mail to the address provided. The suspension remains in effect until such time as any amounts owing have been paid, including any interest accrued. An administrative fee may be charged.

## **Insurance and Liability**

I understand that Modo will insure Vehicles under a comprehensive insurance policy (details available from Modo) and that Modo will only be liable to me for any damages caused by Modo's gross negligence during my Vehicle use. I waive any right to sue or make claims against Modo, its directors, officers, employees or members for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence.

I waive any right to sue or make claims against Modo and its directors, officers, employees or members if a Vehicle is not available at the time it was booked. If I become aware of any reason affecting my ability to drive, it is my responsibility to advise Modo immediately. Failure to do so may result in the termination of this Agreement without notice.

## **Termination**

I may end this Agreement with two weeks written notice by completing and submitting the Closing Account Form. Modo will send notice to the address I have provided for their records. Any change in address must be submitted to Modo in writing (by email or post).

## **Severability**

If any single part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.

## **Notice**

When required by this agreement, we'll send any notice to the address we have in our records. If your address changes, you must notify Modo in writing.

### **Modo's privacy policy**

Modo is committed to your privacy. We won't sell or trade your information to anyone, or send you anything without permission. You can opt not to provide some or all of the information requested, but it could make you ineligible for full access to available services. Ask Modo staff for our full Privacy Policy.

## **Definitions**

**Modo:** the car co-op

**Accounts Receivable Manager:** accounting lead, appointed by Modo CEO

**Applicant:** the prospective (Business) Modo member

**Business Shareholding Member:** an incorporated society, co-operative or company approved by Modo to purchase shares

**Business Member:** an incorporated society, co-operative or company approved by Modo for membership; must have at least two drivers; used specifically for all such members who are non-shareholding and generically for all such members who are both shareholding and non-shareholding

**Driver:** a person with permission to drive on behalf of the Business Member

**Lien:** the legal right to sell collateral property (shares) if you fail to meet the obligations of your contract.

**Member Loyalty Team Manager:** customer service lead, appointed by Modo CEO

**Member:** a Modo member of any standing

**Price List:** the most recent price list for Business members, posted on Modo's website, including any amendments

**Vehicle:** any vehicle owned or leased by Modo, and any equipment inside the vehicle

# Business Member Agreement



Name of organization (legal name)	Doing business as (if applicable)
Name of authorizing individual	Position in organization
Mailing Address	City Postal Code
Website	Referred by (if applicable)

## I give Modo permission to:

- Include us on your newsletter list  Add our logo to Modo's website  Mention our organization on social media

## Account Preferences

Liaison Name	Phone	Email
Shareholding delegate (if applicable)	Phone	Email

Liaison Account Permissions	Driver Booking Permissions	Driver Invoice Permissions
<input type="checkbox"/> Edit bookings* <input type="checkbox"/> View bookings only <input type="checkbox"/> View invoices only <i>*Recommended</i>	<input type="checkbox"/> Share bookings* <input type="checkbox"/> View each other's bookings only <input type="checkbox"/> Edit their own bookings only	<input type="checkbox"/> View invoices <input type="checkbox"/> View statement of own trips* <input type="checkbox"/> No invoice permissions <i>*Recommended</i>
I would like to receive my invoice by: <input type="checkbox"/> Logging into my account via email notification <input type="checkbox"/> Regular mail		
Name of Accounts Payable contact	Email	

## I agree to all of the above

Signature	Date
Witness signature	Name of Witness (printed)

# Business Member Agreement



## Complete this section to authorize Modo to charge a credit card as follows

\$250 security deposit       \$500 share purchase

Check one:     Visa                       Mastercard

### Card number

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### Expiry date

		/		
Month			Year	

Please pay invoices automatically with the credit card information above. Initials: \_\_\_\_\_

I wish to authorize automatic debit payment from a bank account *(please include completed PAD form)*

Signature	Date
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### To be completed by Modo staff

Damage coverage reviewed?  Invoice payment method reviewed?  Pre-authorized payments   
 Online banking   
 Cheque

Amount paid: \$ \_\_\_\_\_  Security deposit     Share purchase

Paid by:     Cash                       Cheque  
               Credit Card                 Debit

Modo Staff	Date
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