



Roaming Agreement

I _____ apply to join Modo as a Roaming Member.

I have read and understood Modo's [Carsharing Handbook](#) ("the Handbook")

I agree to observe and be bound by this Agreement 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.

I understand that as a Roaming Member I do not have voting rights in the co-operative.

Along with completion of this form, my acceptance is subject to a successful check confirming my membership in good standing with my home CSO,

(name of organization)

If my application is accepted, Modo will:

- give me access to vehicles it owns or rents ("Vehicles")
- pay for vehicle-related expenses including gas, tires, maintenance and pre-approved repairs
- 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
- Modo does not make any representations or warranties as to the fitness or condition of any Vehicle.

Payments and Preauthorization

Credit card pre-authorization or pre-authorized debit is included, for billing after each booking.
Fees and Expenses

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 will be set off against my credit card immediately.

I am bound by the current Roaming 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

Modo will advise me of any violations of any rules. In the event of multiple or serious violations Modo reserves the right to suspend my driving privileges without notice.

Modo may suspend my 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 me by regular mail to the address provided. The suspension will remain until 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 for Monthly Members. 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

Home Carsharing Organization (CSO): the carsharing organization of which the applicant is currently a member

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

Member: a Modo member of any standing

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

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

