



## Roaming membership agreement

### Definitions: In this Agreement:

**'Modo'** means Modo Co-operative;

**'Applicant'** means a prospective Modo roaming member;

**'Vehicle'** means a vehicle owned/leased by Modo and includes any equipment in the vehicle;

**'Member'** means a roaming member of Modo;

**'Accounts Receivables Manager'** means the manager designated by the CEO;

**'Roaming Price List'** means the most recent price list for roaming members posted on Modo's website, including any amendments to it; and

**'Home Carsharing Organization (CSO)'** means the carsharing organization (CSO) of which the applicant is currently a member.

I, \_\_\_\_\_ have read and understood the Carsharing Handbook (the "Handbook") and apply to join Modo as a roaming member. I understand that by joining as a roaming member, I do not gain voting rights in the co-operative.

Acceptance of my application is subject to a successful confirmation of membership in good standing with my home CSO \_\_\_\_\_ (name of organization), where my membership number is \_\_\_\_\_.

By signing this form, I authorize my home CSO to release the following personal information to Modo: my driver's licence number and expiry date, my good standing as a member of my home CSO, my home address, my mailing address, my phone number(s), my email address, and my emergency contact information. I also authorize both Modo and my home CSO to update each other with any changes to this information.

My authorization to pay monthly invoices automatically via credit card is included with this application.

I agree to observe and be bound by all the Terms and Conditions of this Agreement and the Handbook, including any amendments to either document. I understand that Modo may amend this Agreement or the Handbook from time to time as provided for in its bylaws.





If my application is accepted Modo will, subject to all the Terms and Conditions in the Handbook and this Agreement:

provide me with access to vehicles owned, leased or rented by it ("Vehicles"), and pay for Vehicle related expenses such as gas, tires, maintenance and pre-approved repairs.

I understand that Modo will endeavor to ensure Vehicles are clean, reliable, and well maintained and will periodically inspect the Vehicles. However, I recognize that:

- \* Members share responsibility for the maintenance and safety of Vehicles;
- \* Modo's periodic inspection of Vehicles is supplementary to the inspection of Vehicles by members;

I will be responsible for ensuring the safe condition of any Vehicle which I drive;

Modo does not make any representations or warranties as to the fitness or condition of any Vehicle.

I will be responsible for paying any fees, expenses, liens, and fines as set out in the Carsharing Handbook. This money will be a debt due and payable to Modo. Any amount due and payable will be set off against my credit card. I am bound by the current Roaming Price List and agree to pay for usage as billed. If an overdue payment exceeds \$25 a late payment charge of 1.25% per month, compounded monthly (16.08% per year) will be charged on the total overdue amount.

I understand that Modo will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from Modo. I agree that Modo will only be liable to me for any damages arising out of my use of a Vehicle if Modo's gross negligence has caused the damages. I waive any right to sue or make claims against Modo and its directors, officers, employees or members for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. I also waive any right to sue or make claims against Modo and its directors, officers, affiliates, employees or members for a Vehicle not being available at the time it was booked.

When using Modo Vehicles I must carry a valid driver's licence and adhere to all the rules and regulations found in the Carsharing Handbook.

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.

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.

Modo may provide or arrange for other organizations to provide services to drivers including use of cellular phones in cars and roadside assistance.





The Accounts Receivables Manager 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 remains in effect until such time as any amounts owing have been paid, including any interest accrued. An administrative fee may be charged.

I may terminate this Agreement upon written notice.

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

As required in this Agreement, notice from Modo will be sent to my address in Modo's records. Address changes must be provided to Modo in writing.

I agree to all of the above:

Signature	Date

Name of Witness	Signature
Address	Date





Account #
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Name:

Please authorize all future payments via credit card

Card type (circle one):    VISA    MasterCard

Card number

<input type="text"/>																
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Expiry

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Month

Year

Signature	Date
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**Please scan and email to [info@modo.coop](mailto:info@modo.coop)**  
**Or fax (without cover sheet) to 604.685.1353**



## CLDI coverage application for individual member



Member name	Member no.
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While you have a Modo vehicle booked, you are responsible for anything that happens to the vehicle. Once you've completed this application, please scan and email it to [info@modo.coop](mailto:info@modo.coop).

### Third-party liability

Every vehicle is covered by \$5 million Third-Party Liability through ICBC.

### Collision insurance

Option	Damage liability	Eclusions	
CLDI credit card coverage Set up automated payments with a credit card that has Collision Loss Damage Insurance (CLDI).	\$0	- Trucks - Cargo vans - Lost ignition keys <i>There may be additional exclusions on your card; please check</i>	<input type="checkbox"/> Accept <input type="checkbox"/> Decline
Basic coverage through Modo	First \$500 of damage if you are at fault; first \$300 for glass-only claims		Always in place

I, \_\_\_\_\_  
am Modo member # \_\_\_\_\_ and wish to decline the collision loss insurance provided to me when I drive Modo vehicles because I possess a VISA or MasterCard with CLDI coverage.

#### I understand that I will:

- retain third-party legal liability, personal injury, damage to property and other insurance provided to Modo members;
- pay my full monthly Modo invoice and any other related charges or fees with my VISA or MasterCard noted below;
- be responsible for all damage to Modo vehicle(s) caused during my booking;
- be responsible for vehicle inspections both prior to and after my booking;
- assign to Modo the right to make any claims on my behalf and make myself available to answer inquiries from any claim process;
- be billed directly on my VISA or MasterCard for any damage costing \$200 or less; Modo will assist in processing the claim.

I hereby authorize Modo to charge my monthly invoice and any other charges or fees that I incur to my VISA or MasterCard each month. I will notify Modo should my credit card information change.

Credit card number	Expirey (mm/yy)
Cardholder's name (as it appears on card)	
Cardholder's signature	Date

