

Business Account Agreement



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

- Shareholding Business account, and have included proof of eligibility
- Non-shareholding Business account

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 Carsharer applications is subject to a successful check of the driver's license, driving record, and insurance claims history.

If my application is accepted, Modo will:

- give drivers on the Business 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.

A charge of \$_____ for the security deposit will be added to my first invoice. 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.



Business Account Agreement

Fees and Expenses

As a Business account, 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 account 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 Carsharers' 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 account 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.



Business Account Agreement

Definitions

Modo: the car co-op

Accounts Receivable Manager: accounting lead, appointed by Modo CEO

Applicant: the prospective (Business) Modo member

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

Business account: an incorporated society, co-operative or company approved by Modo for membership; used specifically for all such members who are non-shareholding and generically for all such members who are both shareholding and non-shareholding

Carsharer: a person with permission to drive on behalf of the Business account

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 account, posted on Modo's website, including any amendments

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

Business Account 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:

- Add us to the e-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 <input type="checkbox"/> Edit bookings* <input type="checkbox"/> View bookings only <input type="checkbox"/> View invoices only <i>*Recommended</i> | Driver Booking Permissions <input type="checkbox"/> Share bookings* <input type="checkbox"/> View each other's bookings only <input type="checkbox"/> Edit their own bookings only <i>*Recommended</i> | I would like to receive my invoice by: <input type="checkbox"/> Email <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 Account Agreement



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

\$250 security deposit \$500 share purchase Deposit waived

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: _____

| | |
|-----------|------|
| Signature | Date |
|-----------|------|