

# 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. 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

**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 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)	

## Account Preferences

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

Liaison Account Permissions	Driver Booking Permissions	Invoices
<i>*Recommended. Choose only one.</i> <input type="checkbox"/> View + edit account bookings* <input type="checkbox"/> View account bookings only <input type="checkbox"/> View account invoices only	<i>*Recommended. Choose only one.</i> <input type="checkbox"/> View + edit their own bookings <input type="checkbox"/> View + edit their own bookings Share bookings with other drivers* <input type="checkbox"/> View + edit their own bookings View all account bookings	<i>*Recommended. Choose only one.</i> <input type="checkbox"/> Send invoice by email to Accounts Payable* <input type="checkbox"/> Send invoice by regular mail (\$3 processing fee for each invoice)
Name and email of Accounts Payable contact		

## I agree to all of the above

Signature	Date
Witness signature	Name of Witness (printed)

# Business Account Agreement



## Communications

I want to receive Modo newsletters

## Modo may:

Feature our logo on Modo's website

Mention our organization on social media

## 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

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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## Expiry date

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

Year

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

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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