

# 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 Modos, and Modos 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 Modos. 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 Modos will insure Vehicles under a comprehensive insurance policy (details available from Modos) and that Modos will only be liable to me for any damages caused by Modos's gross negligence during my Vehicle use. I waive any right to sue or make claims against Modos, 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 Modos 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 Modos 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. Modos will send notice to the address I have provided for their records. Any change in address must be submitted to Modos 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 Modos 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)

## 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

<b>Liaison Account Permissions</b> <input type="checkbox"/> Edit bookings* <input type="checkbox"/> View bookings only <input type="checkbox"/> View invoices only  <i>*Recommended</i>	<b>I would like to receive my invoice by:</b> <input type="checkbox"/> Email (this is the default for all Modo communications) <input type="checkbox"/> Regular mail (there is a \$3 processing charge for mailing invoices)
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Name/Email of Accounts Payable contact
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## 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

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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