



## BUSINESS DRIVER AGREEMENT

The undersigned, an employee of Member, a Minnesota corporation and member of Hourcar (the "Member"), hereby makes the following warranties to and agreements with Hourcar, as an express pre-condition of participating in the Hourcar program through Member:

1. I warrant to Hourcar that I have held a valid Minnesota drivers' license and/or a valid drivers' license from another state (the "License") for at least one (1) year. I further warrant that the License will be valid throughout the term of this Agreement, and that I will notify Member and HOURCAR promptly in the event that my License is revoked or suspended or I receive any traffic ticket or other citation arising out of my operation of a vehicle (whether or not owned by Hourcar).
2. I warrant to Hourcar that I have fully disclosed to Hourcar on Driver Membership Application Form any moving violation citations that I have received and any vehicle accidents in which I have been involved during the past three (3) years. I expressly warrant that I have not been involved in any alcohol-related moving violations within the past seven (7) years.
3. I warrant that I will disclose to Hourcar as soon as reasonably possible any moving violation citations or other citation arising out of my operation of a vehicle that I receive during the term of this Agreement, and any vehicle accidents in which I am involved, along with the dates of any such incidents. I expressly warrant that I will not be involved in any alcohol-related moving violations during the term of this Agreement.
4. I agree that I will operate all Hourcar vehicles and accessories, as well as any equipment owned by me, by Member, by Hourcar, or otherwise, that I use in connection with operation of the HOURCAR (including, without limitation, child seats, booster seats, etc.), strictly in accordance with manufacturer's instructions, including those provided in Hourcar vehicles' Owner's Handbook. I further agree that Hourcar vehicles shall be used only in connection with legal activities.
5. I agree to return any Hourcar I operate to the location specified by Member, when due, and to timely return all keys, accessories or other property of Hourcar that I have to Member, upon termination of my participation in the Hourcar program.
6. In order to qualify for initial and continuing participation in the Hourcar program, I understand and agree that Hourcar, its insurers and agents, may check my credit,

employment and driving history. I understand and agree that the information solicited by HOURCAR in connection with this process will be retained by Hourcar, its insurers and agents, regardless of whether my application is approved. I understand and agree that approval of my use of Hourcar's vehicles is wholly within the discretion of Hourcar and approval can be withheld or revoked at any time and for any reason.

7. I UNDERSTAND AND AGREE:

- a. THAT NEITHER HOURCAR NOR ITS OFFICERS OR DIRECTORS MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE VEHICLES, ACCESSORIES AND/OR SERVICES PROVIDED TO ME THROUGH MEMBER FOR ANY PURPOSE;
- b. ALL HOURCAR VEHICLES, ACCESSORIES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND;
- c. HOURCAR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE VEHICLES, ACCESSORIES AND SERVICES SUPPLIED THROUGH MEMBER, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE;
- d. IN NO EVENT SHALL HOURCAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE HOURCAR VEHICLES AND ACCESSORIES, OR FOR ANY SERVICES OBTAINED OR OTHERWISE ARISING OUT OF THIS HOURCAR PROGRAM, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF HOURCAR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

8. I understand that the promises and duties I have agreed to in this Agreement will survive the termination of my employment with Member.