



## BUSINESS MEMBER AGREEMENT

1. HOURCAR and Member agree that Member may obtain the use of vehicles belonging to HOURCAR on behalf of its employees, on the terms and conditions set out in this Agreement. This Agreement does not confer any ownership rights on Member or its employees with regard to any of HOURCAR's vehicles, however, and does not convey any voting or nonvoting membership rights in HOURCAR, a Minnesota nonprofit corporation to either Member and/or Member's employees.
2. Member shall pay a one-time participation fee of \$25 per Employee participating in the HOURCAR program after the first five employees have been added to the account at no cost. Employee applicant shall be responsible to provide current drivers' license information to HOURCAR, and an Employee's participation in the HOURCAR program is conditioned on HOURCAR's final approval of that Employee as a participant, following a review of the Employee's driving and other history. Member shall not allow an Employee to operate an HOURCAR until notified by HOURCAR that that Employee has been approved to do so.
3. Member agrees that it will pay all fees and/or charges incurred by the participating Employees under this Agreement using the Payment Method, as defined below, and will be liable for its Employees' possession, use and operation of HOURCAR vehicles, accessories or other HOURCAR property. Member shall also be responsible to pay any fees, costs or damages, in the event that an Employee of Member fails to return HOURCAR's vehicles or accessories when due. Member warrants that it shall ensure the reasonable care of any HOURCAR vehicles on its property, and agrees that it shall be liable for any and all fees, repairs or other costs arising in connection with the presence of HOURCAR vehicles on Member's property during the term hereof.
4. In consideration of the terms and conditions of this Agreement, HOURCAR agrees to provide Member with access to vehicles owned, leased or rented by HOURCAR, on the following terms: Member's Employees shall have access to reserved HOURCARs at any HOURCAR hub location. HOURCAR will pay for vehicle-related expenses such as fuel, tires, maintenance and repairs, as described in the HOURCAR Member Handbook. HOURCAR will endeavor to provide Member with vehicles that are clean, reliable and well-maintained and will periodically inspect all vehicles. Member agrees to report immediately to HOURCAR any maintenance and/or safety problems Member observes or experiences in any HOURCAR vehicle.
5. HOURCAR will provide Member with insurance on vehicles covered under this Agreement, which insurance will provide coverage for collision, comprehensive damage and personal injury, to the limits

described in the Member Handbook, a copy of which Member will receive. In order to qualify for initial and continuing participation in the HOURCAR program, Member understands and agrees that HOURCAR, its insurers and agents, may check Member's credit history, and may check the Employees' employment and driving histories. The information solicited by HOURCAR in connection with the approval process will be retained by HOURCAR, its insurers and agents, regardless of whether Member's application is approved. Approval of Member's 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.

6. Member warrants that it will notify HOURCAR promptly in the event that it becomes aware that the drivers' license of any of its employees who participate in the HOURCAR program is revoked or suspended, or that any of its participating employees receives any traffic ticket or other citation arising out of that employee's operation of a vehicle. Member warrants further that it will immediately terminate an Employee's ability to participate in the HOURCAR program in the event of any of the occurrences described in this Section. Member will ensure that HOURCAR key(s) are collected from Employee(s) who no longer participate in the HOURCAR program, along with other accessories, if any, in the possession of those Employee(s).

7. Member agrees to pay HOURCAR usage fees and dues as set out in the Fee Schedule provided to Member, which Fee Schedule can be amended from time to time without notice to Member, for the Employees' use of an HOURCAR vehicle and/or vehicle accessory. Member agrees to abide by the terms of any agreement made by HOURCAR and Member from time to time governing the use of a particular vehicle. In particular, Member agrees to return all vehicles when due and to pay other fees and/or charges, as set out on the Fee Schedule (such as a damage fee in the event of an at-fault accident while Member possesses an HOURCAR vehicle), as assessed by HOURCAR.

8. Member warrants that it will pay all amounts due under this agreement by check issued within 30 days of HOURCAR's monthly invoice, or that Member has authorized payment by credit card to HOURCAR on a monthly basis, in satisfaction of all outstanding fees and charges as of that date (the "Payment Method"). Member hereby authorizes HOURCAR to assess all fees incurred by Member's Employees, using Member's Payment Method, based on HOURCAR's Fee Schedule, and up to \$2000 in damage costs for which the insurance adjustment process has determined Member's Employee to be partly or wholly responsible. Member has the option to pay for a \$45 annual Damage Fee Waiver, applicable to all drivers on the account, to avoid the \$2000 Damage Fee. Member agrees that HOURCAR may assess Member for any outstanding fees and/or charges incurred by Member, using Member's Payment Method, for up to 60 days following termination or cancellation of this Agreement by either party. Member further warrants that it will notify HOURCAR immediately in the event that Member's card used for payment under this Agreement is no longer valid. Member understands and agrees that Member is liable to pay HOURCAR any fees and/or charges that are incurred during the course of this Agreement, that Member's failure to pay any fees and/or charges owing to HOURCAR during the term of this Agreement shall be grounds for termination of Member's participation in the HOURCAR program, and that HOURCAR may pursue legal remedies to recover any unpaid fees and other charges, including attorneys' fees, from Member.

9. NEITHER HOURCAR NOR ITS OFFICERS OR DIRECTORS MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE VEHICLES, ACCESSORIES AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT FOR ANY PURPOSE. ALL SUCH VEHICLES, ACCESSORIES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HOURCAR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE VEHICLES, ACCESSORIES AND SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. 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 VEHICLES AND ACCESSORIES PURSUANT TO THIS AGREEMENT, OR FOR ANY SERVICES OBTAINED THROUGH THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF HOURCAR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.

10. Member agrees to ensure that all HOURCAR vehicles and accessories, as well as any equipment of Member's or Member's Employees that is used in connection with operation of the HOURCAR (including, without limitation, child seats, booster seats, etc.), are operated strictly in accordance with manufacturer's instructions, including those provided in HOURCAR vehicles' Owner's Handbook. Member agrees to ensure that HOURCAR vehicles shall be used only in connection with legal activities. Member agrees to indemnify and hold harmless HOURCAR, its officers, directors and employees, from any and all claims or demands, whether known or unknown, including all claims for costs, expenses, and attorneys' fees, arising out of any acts or omissions claimed by a third party to have occurred in connection with Member's or the Employees' possession, use or operation of an HOURCAR vehicle.

11. This Agreement shall remain in force beginning on the date hereof, and continuing until: a. terminated following one month's notice in writing by either party to the other; b. terminated after five days' written notice by HOURCAR to the Member if Member (i) becomes insolvent; or (ii) files or has filed against Member a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty(60) days after the filing of such petition; c. terminated by HOURCAR without prior written notice to Member in the event that Member breaches the terms of this Agreement or the Member Handbook, or Member fails to pay when due any fees and/or charges that are due under this Agreement, or otherwise in HOURCAR's sole discretion; provided that, in the event of any of the above occurrences, Member shall remain liable to return any vehicle, keys, accessories or other property of HOURCAR that shall remain in Member's or the Employees' possession as of the date of termination, and for any fees and/or charges that are outstanding as of the date of termination of this Agreement.

12. This Agreement does not create a relationship of principal and agent or employer and employee, and under no circumstances is any party to be considered to be the agent or legal representative of any other party.

13. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in that state. If any of the provisions hereof is held by a court of competent jurisdiction to be contrary to law, and such provision is severed from this Agreement, the remaining provisions shall continue in full force and effect.

14. This Agreement and its attachments, and the Member Handbook provided by HOURCAR to Member in connection with Member's execution of this Agreement, are intended by the parties as a final expression of their agreement and are a complete and exclusive statement of the terms thereof.

15. Member agrees, by signing this Agreement, that he/she has received sufficient explanation of the terms of this Agreement to enable Member to understand its terms and Member's commitments and obligations to HOURCAR hereunder.

16. Written notice shall be considered sufficiently given under this Agreement, if sent by first-class mail to:

HOURCAR  
1754 University Avenue West  
Saint Paul, MN 55104

The undersigned signatory agrees that he/she is an authorized representative of Member who is empowered to sign this Agreement on Member's behalf. Member agrees, by signing this Agreement, that all information provided to HOURCAR in connection with its application, is complete and correct and Member authorizes HOURCAR to check such information, including without limitation, Employees' credit history, driving record, criminal record, and other background information as HOURCAR shall deem relevant to its approval of Employees' participation in the HOURCAR program. Member agrees to pay all fees and charges that are described in this Agreement when due and authorizes HOURCAR to assess, using Member's Payment Method, any fees, penalties and charges due hereunder. Member accepts all the terms of this Membership Agreement.