



Together, the documents contained below constitute HOURCAR's Terms and Conditions for Membership:

- Member Handbook
- Member Agreement
- Business Member Agreement

Please review the Terms and Conditions carefully before completing your application for HOURCAR Membership. The most up-to-date information will always be found on hourcar.org

If you have any questions, please contact us at 612-343-2277 or info@hourcar.org



CONTACT INFORMATION

Website

hourcar.org | rochester.hourcar.org

Online Reservations

<http://hourcar-fo.vulog.center/>

Reservations/Emergencies/Fax

Call 612-343-CARS (2277)

Billing/Membership Questions

info@HOURCAR.org or call 612-343-CARS

Address

HOURCAR
755 Prior Ave N. Ste. 301D
Saint Paul, MN 55104

Office Hours

Due to COVID-19, our office is temporarily closed.
We will notify our members when this has changed.

Join the Conversation

facebook.com/hourcar
twitter.com/hourcar
instagram.com/hourcar
linkedin.com/company/hourcar/

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Welcome to HOURCAR!

HOURCAR is a local nonprofit car-sharing organization serving Minneapolis, Saint Paul, and Rochester, Minnesota. We provide our members with convenient, short-term reservations to a fleet of over 50 safe and efficient cars, trucks, and crossovers at more than 40 hubs located in the neighborhoods where our members live, work, and play to connecting our members to their families and friends, the services and amenities they need, and the events and activities that make our local community so vibrant and alive.

This Member Handbook documents the essentials you need to know as an HOURCAR member, with information on topics like car care, billing, and what to do in emergencies.

Together, the Member Handbook and Member Agreement list the terms of membership. The Member Agreement, privacy policy, current rate plans, and further FAQs are available on our website.

You will always get the most up-to-date information at [HOURCAR.org](https://www.hourcar.org)

Using HOURCAR

Members make HOURCAR amazing!

As a member of HOURCAR, your experience is affected by the behavior of other members. Please follow the “leave the car in as good condition as you found it or better” rule, drive safely, take care of the vehicles as if you own them (or better), and be considerate of other members. The policies and rules listed below help keep HOURCAR affordable, keep our cars in great shape, and ensure a positive experience for all members.

Reservations

- **Use the HOURCAR app for the best experience**

Find us now on Google Play and Apple App store. It's as easy as opening an app, signing up, and getting started! The HOURCAR app allows you to make and use reservations, manage your account, and more. Members are not required to download the app to use HOURCAR, but we strongly recommend doing so as the app provides the best member experience. Click [HERE](#) for additional information on how to make a reservation in the mobile app.

- **Always make a reservation**

Reservations can be made via app, online, or by phone 24 hours a day. When reserving via app or online, be sure to confirm your reservation. Reservations can be made on the spot or up to three months in advance. The minimum reservation length is 30 minutes, and the maximum is three days.



- **Return the car to its hub by the end of your reservation**
This is a two-way car-sharing model, so please be sure to pick the car up at a hub and return it to the same exact hub. You will be charged a late fee if you return the car after your reservation ends. If you need more time, call our office or open your HOURCAR app to extend your reservation and avoid a fee. Additional information [HERE](#). If you cannot extend your reservation because another member has the car reserved, you may incur a fee for displacing that member.
- **Always start and end your trip**
Keys for each HOURCAR are stored in the glovebox holder. Use your HOURCAR app or registered Metro Transit GoTo card to access the vehicle.

For app users, trips can be started by tapping “Unlock Vehicle” from the “Key” tab.

For Metro Transit GoTo card users, start your trip by doing a *long* swipe (3-4 seconds) over the reader in the windshield. You’ll know your swipe worked if you hear the doors unlock and see the LEDs on the reader turn orange and green.

At the end of your reservation, return the vehicle keys to the holder and end your trip via app or via the card reader.

For app users, trips can be ended by tapping “Finish Trip” from the “Key” tab.

For Metro Transit GoTo card users, trips can be ended by doing a *long swipe* (3-4 seconds) at the reader with your card to secure the car and end your trip. The LEDs in the reader will turn green and orange and the doors will lock after a successful trip end.

During a Reservation

- **Lock the car with your app or card**
Use the pause trip function to lock the car any time you step away. At the end of your trip, return the vehicle keys to the holder and end your trip via app or card.
- **Driving price and stopover price:**
When the car is no longer in motion during the driving price mode, just tap the screen in your HOURCAR app to activate the stopover mode. Once you’re ready to resume your trip, simply tap the screen again to switch back to driving mode. Additional information [HERE](#).
- **Only HOURCAR members can drive**
Even if someone is part of your household or paying for your account, they cannot drive unless they are an HOURCAR member in good standing.



- **Reservation function can be used with the HOURCAR app or Metro Transit GoTo card**
Use one access method (either the HOURCAR app or Metro Transit GoTo card) to stick with throughout your trip. Additional information for HOURCAR app [HERE](#) and Metro Transit GoTo card [HERE](#).
- **Pay any parking or traffic tickets**
You are responsible for tickets caused by your actions (such as parking in a prohibited area). If we have to pay a ticket for you, a processing fee will be added to the cost of the ticket.
- **Drive in the United States**
Out-of-state trips are fine, but our cars have to stay in the US to be covered by our insurance.

Car Care

- **Quickly inspect the car at the beginning and end of your reservation**
Scan the outside and inside of the vehicle for damage or messiness. New damage can be reported in the HOURCAR app at any point during your trip using the “report damage” function on the “key” tab. Don’t worry about normal wear and tear or very minor scratches.
- **Report problems, performance issues, and damaged to HOURCAR**
If you notice new, significant damage or unusual mess in the car, let us know by phone or email. We will send someone out to work on the car and follow up with the previous user.
- **Return the vehicle with at least ¼ tank of gas**
You will receive a \$4 credit within 1-3 business days of refueling an HOURCAR *with 5 or more gallons of gas*. If you find a car with less than one quarter tank of gas, let us know online or by phone so we can follow up with the previous user. Use the gas card in the car to refill the tank. If the vehicle’s gas card is missing or does not work, pay for the gas yourself then contact HOURCAR. Email us your receipt to get reimbursed for the cost of gas. If you’re unable to fill the tank for some reason, please contact us to let us know.
- **Keep the vehicle clean**
Take your belongings and trash with you. Use the provided cargo blanket underneath bikes or anything that may leave behind dirt, grease, or other hard-to-clean substances. Sanitizing wipes are also provided in the vehicle.
- **Never smoke or vape in an HOURCAR**
Some of our members are sensitive to cigarette smoke, and it is difficult to remove smoke residue from vehicle upholstery. Smoking or vaping in an HOURCAR will result in a fine and possible termination of membership.
- **Transport pets using a pet carrier and cargo blanket**
Pet hair can make a vehicle unusable for members with pet allergies. Any pet traveling in an HOURCAR vehicle must be always kept in a carrier.



Winter Car Care

Minnesota winters can be challenging, but HOURCAR is here to help. All HOURCARs are equipped with either all-wheel drive or winter tires. You'll find a windshield scraper and brush, a shovel, and extra de-icer windshield washer fluid in the trunk or hatch of each car. Below you'll find some tips for making a winter HOURCAR reservation go smoothly.

- **Plan ahead**

In the winter, you may need to clear snow and ice from the vehicle and/or parking spot before using your reservation. We suggest that you plan accordingly and allow for a few more minutes at the beginning of your reservation to clean the car off.

- **Be safe**

If you cancel your reservation because severe weather makes driving unsafe, let us know by phone or email and we will waive any associated fees. Your safety is most important to us.

- **Keep the car clear of snow**

Each HOURCAR is equipped with a shovel and scraper to keep the car clear. If snow is falling during your reservation, be sure to clear all snow from the headlights, taillights, and license plates.

If you find that you have spent a significant amount of time (15+ minutes) clearing the car at the start of your reservation, please let us know via phone or email and we will happily compensate you with equivalent driving credit for your time.

- **Turn off the lights**

In the winter, leaving the lights on for even a few minutes can drain the vehicle battery. Always double check that all vehicle lights, both inside and out, have been turned off before leaving an HOURCAR.

- **Take your time**

Road conditions may require you to drive slowly in order to reach your destination safely. We recommend adding an additional 30 minutes to the end of your reservation to make sure you have enough time to get where you need to go.

If you're running behind due to the weather, call us as soon as possible at (612) 343-2277 or use the mobile app [HERE](#) to let us know. We can either help you extend your trip or make sure members aren't inconvenienced while you get back to the hub safe.



Lost HOURCAR Metro Transit GoTo Card

Please notify us immediately if you lose your HOURCAR registered Metro Transit GoTo card, or if you would like to use a different Metro Transit GoTo card. If you have replaced your registered transit card, you must have your HOURCAR account reset to accept your new card.

Lost and Found

If you have left an item in the car, make a thirty-minute reservation before returning to the vehicle. This will ensure that the car is available and that you will be able to get in. Let us know that you made a reservation to retrieve lost items, and we will credit the charge to your account.

HOURCAR is not responsible for any belongings left in or on the car, but we will do our best to take care of any items we find. Our fleet staff makes biweekly visits to our cars and removes any items that have been left behind. If you find an item in the car, please leave it in the car and email us. If you're looking for an item you may have left, please call or email us.

Membership Plans

Summary of Membership Plans

This table below provides a quick overview of our membership plans. Full details for all membership plans, including businesses and nonprofits, are available on our website at hourcar.org/



Business rates are coming soon!

Try-It	Everyday	Everyday PLUS	Student	Student PLUS	Adventure PLUS
\$0 /month	\$7 /month	\$12 /month	\$6 /month	\$11 /month	\$30 /month
Monthly Damage Fee Waiver on All Trips					
Match Back Membership Fee = Driving Credit \$7	Match Back Membership Fee = Driving Credit \$7	Match Back Membership Fee = Driving Credit \$7	Match Back Membership Fee = Driving Credit \$6	Match Back Membership Fee = Driving Credit \$6	Match Back Membership Fee = Driving Credit \$25
Driving Price \$10/hour	Driving Price \$7/hour	Driving Price \$6.50/hour	Driving Price \$6/hour	Driving Price \$6/hour	Driving Price \$6/hour
Stopover Price \$5/hour	Stopover Price \$4/hour				
Included Miles* 50/day	Included Miles* 100/day	Included Miles* 200/day	Included Miles* 100/day	Included Miles* 200/day	Included Miles* 300/day
Day Rate \$65	Day Rate \$55	Day Rate \$50	Day Rate \$50	Day Rate \$45	Day Rate \$45

*Mileage is charged at 40 cents per mile if you drive more than 100 miles in a reservation.

Please note – some membership plans may include 100, 200, or 300 miles.

*Taxes not included.

- Starting February 1st, 2021, we will only be offering monthly billing options on these new plans.
- We will match back your membership fee each month as driving credits valid for 3 days and automatically applied to trip costs.
- Membership fees, driving price, and stopover price do not include tax.
- Student and Student PLUS is available for students, faculty, and staff.
- Monthly Damage Fee Waiver, included in all PLUS plans, protects members from needing to pay the \$2,000 at-fault damage fee in the event of an accident. This waiver is valid for all trips during the month of coverage. Without this waiver, members are liable for up to \$2,000 in repairs in an at-fault accident.
- Driving price: car is running.
- Stopover price: car is turned off and stopover mode engaged.
- Depending on the subscription plan, daily rates may include 100, 200, or 300 free miles per 24-hour increment.



Changing Your Membership Plan

Members can change rate plans at any time. Rate plans can be changed a maximum of one time per month. Any changes you make will take effect at the start of your next monthly billing cycle. See “Membership Renewals” below for more details.

To change your rate plan, simply log in to your account and make any changes under “Subscription Plans”. Alternatively, you may contact our office by email or phone. Please include the name of the rate plan you would like to switch to. If switching to the student rate plan, please contact us from your academic email address or be prepared to provide proof of your student status.

Daily Rate Reservations

In addition to hourly rates, some rate plans feature daily rates. To utilize the daily rate, make a reservation as usual online or by phone. The reservation cost will automatically change from the hourly to the daily rate based on the length of time you reserve. For most rate plans, the daily rate will kick in at around 8 to 10 reserved hours. When reserving via app or online, use the estimated cost shown on the confirmation page to verify that the daily rate applies (estimated cost does not include tax). Please note that stopover pricing may affect your final trip cost. In many cases, your estimated trip cost will be higher than your actual trip cost if you pause your trip during a stopover.

Membership Plan Renewals

All members are billed monthly. Your membership plan starts as soon as your payment is confirmed unless there is already an active membership plan on your account. See below for more details. Subscription plans will automatically renew after 30 days. For example, if your membership plan starts on March 3rd, your plan will auto-renew on April 3rd unless you opt out. If you change your subscription, your new membership plan will be activated once the old one expires. In the example above, if your membership plan starts on March 3rd and you change your plan on March 20th, you will see your new subscription take effect on April 3rd.

Please help us serve you best by keeping your contact information up to date and making any changes to your membership in advance of your next monthly renewal. Once charged, membership fees cannot be refunded.



Billing

Summary of HOURCAR Fees

Fee Name	Amount
Administrative Fee	\$15
At-Fault Damage	Up to \$2,000 per incident if no damage fee waiver
Car Left Unusable	\$30-\$50 (Higher fee if unscheduled cleaning is necessary)
Caused Dead Battery	\$25 first instance, \$40 thereafter
Issue Unreported	\$10-25
Late Return	\$40/hour + normal hourly rate for time beyond your reservation's scheduled end time \$25 displacement fee if you displace another member
Low Gas – Car left with ¼ tank or less	\$25
Major Violation of Terms	Any cleaning and repair cost + possible termination of membership
Pet in Car Without Carrier	Cost of cleaning + possible termination of membership
Smoking in Car	Cost of cleaning + possible termination of membership
Trip Not Ended	\$10 first instance \$25 second instance \$50 third instance \$75 thereafter + possible termination of membership
Unpaid Ticket or Processing Fee	\$15 + cost of ticket

All fees are nonrefundable. All charges are subject to an additional 17.075% tax in Saint Paul, 17.225% in Minneapolis, and 17.325% in Rochester, which includes city sales tax, county sales tax, state sales tax, transit improvement sales and use, and motor vehicle rental (9.2%) taxes. Driving credit cannot be used to pay state and local taxes. Qualified tax-exempt organizations should [contact us](#) to apply an exemption.



Billing System

Trip Invoice

For individual accounts, HOURCAR bills by the trip. Immediately after a reservation ends, the payment card on your account will be charged the hourly cost, taxes, and mileage (if applicable).

Each reservation generates a separate trip invoice, viewable online in the “Billing” menu. Reservation usage details are available on each trip invoice.

Monthly Subscription Invoice

Subscriptions renew automatically after 30 days. You will receive an invoice after your subscription renews. Our system does not send renewal reminders, so please manage your subscription accordingly.

Other Fees

Any applicable fees will be charged to your card on file within 1-2 business days of the violation.

Fees are subject to change. Our website will always have the most up-to-date information.

Failed Payments

If we are unable to collect payment for any invoice, you will be notified via email and your account will be restricted until payment is received. To restore your account, update your card information online and re-run the payment or contact our office for assistance. You are responsible for keeping your credit card and payment information updated.

Refund Policy

At HOURCAR, our first priority is our members. We realize that you have a choice in meeting your transportation needs and we appreciate that you've chosen us. If you ever have a billing question or believe a charge to be in error, please contact our business office at 612-343-CARS (2277) weekdays 9:00 a.m. to 5:00 p.m. central time to let us know, or email info@hourcar.org. We will investigate the problem and do our best to explain and resolve it for you.

If a refund is owed to you, our standard method of handling refunds is to place the credit into your HOURCAR account where it will automatically be applied to future trip costs. In extreme situations, the amount will be credited back to your card on file.



Please help us serve you best by bringing billing questions to us during the active billing period or within a month of the charge in question. **We are unable to refund membership fees and charges that are more than three months old.**

Driving Credit

Driving credit may not be transferred to other members and has no monetary value. Unless specifically stated otherwise, driving credit expires in 60 days and cannot be combined with other promotional offers. By law driving credit cannot be applied to city, state, and local taxes.

Emergencies and Accidents

Emergency Situations

In the event of an emergency, call HOURCAR at 612-343-2277 immediately. **Outside of regular business hours, press '2' for 24-hour assistance.** Even if you don't need help, call HOURCAR in the following situations:

- **Reserved vehicle is not at the hub**
This may occur if another member is running late. We can contact the late member to find out when the car will be back, or we can switch your reservation to another nearby HOURCAR.
- **Reserved vehicle is not drivable (flat tire, dead battery, damage, etc.)**
As staff availability allows, we can immediately send someone to fix the problem and let you take another HOURCAR or help arrange alternative transportation if necessary. If you choose to make repairs yourself or arrange your own assistance, you are responsible for any and all costs.
- **HOURCAR parking space is taken**
Occasionally, someone may ignore the HOURCAR sign and park in one of our hubs. If this happens, park the vehicle as close as possible to the hub (in a legal parking space), and then call HOURCAR to notify us of the vehicle location.
- **Vehicle is towed/impounded during the reservation**
If a vehicle is towed because you parked in a prohibited area, we will retrieve it and charge you the impound costs plus a fee for leaving the car unusable.
- **Unable to end trip**
If you cannot end your trip and lock the car with your HOURCAR app or registered transit card at the end of your trip, call us before using the manual door locks. The Trip Not Ended fee will apply if you do not contact us.
- **You're in an accident**
See below section header, "In the Event of an Accident" for more details.



Insurance

HOURCAR members, in good standing, are covered by our insurance policy while driving HOURCAR vehicles. We have no-fault and personal injury protection coverage, as required by Minnesota law. We also have up to one million dollars of coverage in each of the following categories: bodily injury and property damage liability, underinsured and uninsured motorist bodily injury. HOURCAR assumes no liability for personal property in or on the vehicle. HOURCAR members are responsible for keeping their driver's license up to date and alerting us about any moving violations or other changes to their driving record.

Roadside Assistance

HOURCAR has roadside assistance, and HOURCAR staff can respond quickly to emergencies in the Twin Cities metro area. When you call us, we will arrange for someone to come help you.

In the Event of an Accident

- **Safety first**
Move everyone to a safe location. If anyone is injured, call 911 immediately.
- **Call HOURCAR**
Call us at 612-343-2277 as soon as possible (and before you leave the scene), and our staff will assist you.
- **Exchange information**
Get insurance information from other drivers involved, license plate numbers, and any other pertinent information (such as names of responding police officers and police report information). Photos are especially helpful though not required when making an accident report, such as photos of damage or other parties' contact information can be sent to us at info@hourcar.org when safe to do so. Additionally, you can report damage and include pictures with the mobile app. Additional information [HERE](#).
- **Continuing Your Reservation**
After an accident, you may continue driving your reserved vehicle **only** if given permission by HOURCAR staff.



Member Liability

The *At-Fault Accident/Damage Fee* of up to \$2,000 (see fee table on page 9) will be applied if you are deemed wholly or partially responsible for damage sustained during your reservation (to the HOURCAR or to another vehicle). This assessment of responsibility is made by our insurer, and HOURCAR staff cannot affect or change the decision made regarding fault. If you were driving in violation of our insurance or member terms (e.g., suspended license, non-member driving) you are liable for the entire cost of the damage. If you have a Damage Fee Waiver on your account, damage must be reported within 24 hours of the incident in which the damage occurred for the Damage Fee Waiver to apply.

You may avoid the \$2,000 damage fee by purchasing a Damage Fee Waiver for \$5 per month via any of our PLUS subscription plans. Waiver program at hourcar.org/member-resources

Ending Your Membership Plan

Cancelling Your Membership

You can cancel your membership at any time. Please visit hourcar.org/cancel/ or contact our office to complete a short cancellation form. HOURCAR closes accounts at the end of each month after we have received your cancel request.

Termination or Suspension of Membership

HOURCAR may suspend or terminate the membership of anyone who no longer meets membership eligibility requirements or who violates the terms of use in HOURCAR's Member Agreement, Member Handbook, or vehicle operator's manuals. HOURCAR may end the membership of anyone who repeatedly returns cars late, leaves cars messy, or otherwise repeatedly inconveniences other members.



Finally, any major violations of our terms (listed below) will result in a \$250 fee and possible loss of membership.

MAJOR VIOLATIONS

- Driving recklessly or in a negligent manner
- Driving with a suspended or revoked driver's license
- Driving under the influence of drugs/alcohol
- Smoking in the vehicle (including cigarettes, vape pens, e-cigs, etc.)
- Allowing anyone who is not a member in good standing with HOURCAR to drive
- Intentionally damaging or tampering with the vehicle or vehicle technology
- Using the vehicle for any illegal purpose
- Using the vehicle to transport people or property for money (i.e., taxi or parcel service)
- Leaving the scene of an accident
- Failing to report accidents, traffic violations, or damage to HOURCAR
- Taking the vehicle outside the continental United States
- Using the vehicle for off-road driving
- Obtaining the vehicle from HOURCAR by fraud or misrepresentation
- Using the vehicle to push or tow anything
- Using the vehicle in any race, test, or competition
- Fueling the vehicle with the improper type of fuel
- Loading the vehicle beyond its rated capacity or with more passengers than available seat belts



Final Notes

Severability and Amendments

If any single part of this handbook is found to be legally ineffective, it shall not affect the validity of the rest. HOURCAR reserves the right to amend the member terms, rates, and fee structure at any time, without notice.

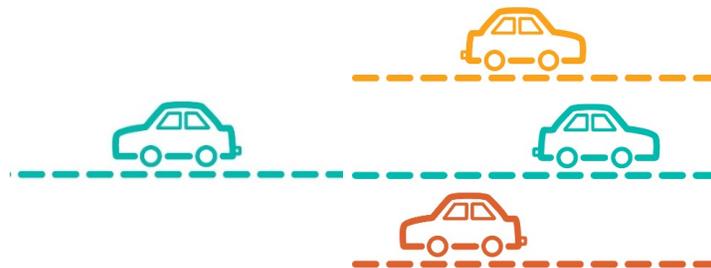
Current terms and conditions are always available on HOURCAR's website. HOURCAR will send out written notice of any significant changes to our terms of service.

Notice and Contact Information

Members are responsible for updating their postal and email mailing address, billing address, and other contact information through their online account.

HOURCAR will send out notices about membership and changes in terms using the contact information given by members.

HOURCAR is not responsible for a member missing updates due to incorrect contact information.





HOURCAR MEMBER AGREEMENT

1. HOURCAR and Member agree that Member may use vehicles belonging to HOURCAR on the terms and conditions set out in this Agreement, but that this Agreement does not confer any ownership rights on Member with regard to any of HOURCAR's vehicles, or any voting or nonvoting membership rights in HOURCAR, a Minnesota nonprofit corporation.

2. HOURCAR and Member agree that any individuals whom the Member approves as Household Members are individuals residing in the household of Member, and meet the same eligibility criteria as are required for Member (the "Household Member(s)"). In order to induce HOURCAR to approve the use by Household Member(s) of the HOURCAR vehicles, Member hereby guarantees to HOURCAR that s/he will pay, perform and discharge when due: a) all fees and/or charges incurred by the Household Member(s) under this Agreement using the Payment Method, as defined below, and b) all obligations and liabilities of Household Member(s) that arise in connection with Household Member(s)' possession, use and operation of HOURCAR vehicles, accessories or other HOURCAR property. Member hereby waives any right, by statute or otherwise, to oblige HOURCAR to exhaust its rights and remedies against Household Member(s) prior to claiming payment or performance from Member, as Household Member(s)' debts and obligations to HOURCAR hereunder shall be considered to be debts and obligations of Member.

3. 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, and 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.

4. 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 acknowledges receiving. 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, criminal, employment and driving history. 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.

5. Member warrants that s/he has held a valid Minnesota drivers' license and/or a valid drivers' license from another state or country (the "License") for at least one (1) year. Member further warrants that the License will be valid throughout the term of this Agreement, and that s/he will notify HOURCAR promptly in the event that the License is revoked or suspended.

6. Member warrants that s/he has fully disclosed to HOURCAR on Membership Application Form any moving violation citations that s/he has received and any vehicle accidents in which Member has been involved during the past three (3) years. Member expressly warrants that s/he has not been involved in any alcohol-related moving violations within the past seven (7) years.

7. Member warrants that s/he will disclose to HOURCAR as soon as reasonably possible any moving violation citations or other citation arising out of Member's operation of a vehicle that s/he receives during the term of this Agreement, and any vehicle accidents in which Member is involved, along with the dates of any such incidents. Member expressly warrants that s/he will not be involved in any alcohol-related moving violations during the term of this Agreement.

8. 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 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 the vehicle when due and to pay other fees and/or charges, as set out on the Fee Schedule (such as up to \$2000 in damage costs for which the insurance adjustment process has determined member or Household Member(s) to be partly or wholly responsible), as assessed by HOURCAR.

9. Member warrants that s/he holds a valid credit or debit card that will be used for all payments to HOURCAR, or has authorized an electronic funds transfer from Member's bank account to HOURCAR's bank account (the "Payment Method"). Member hereby authorizes HOURCAR to assess all fees incurred by Member, using Member's Payment Method, based on HOURCAR's Fee Schedule, and up to \$1000 in repair cost for damages for which the insurance adjustment process has determined Member (or Household Member(s)) to be partly or wholly responsible. 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 s/he will notify HOURCAR immediately in the event that the credit or debit card used by Member, or Member's bank account used for electronic funds transfers under this Agreement, are 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.

10. 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.

11. Member agrees to operate all HOURCAR vehicles and accessories, as well as any equipment of Member's that Member uses 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. Member agrees that HOURCAR vehicles shall be used only in connection with legal activities. Member agrees to indemnify and hold harmless HOURCAR and 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 possession, use or operation of an HOURCAR vehicle.

12. 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 immediately without further notice upon the death of the Member; c. terminated after five days' written notice by HOURCAR to the Member if Member (i) becomes insolvent; (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; or (iii) is convicted of any driving-related criminal offense; d. 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 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.

13. 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.

14. 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.

15. This Agreements, 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.

16. 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. Member agrees that, by checking the "agreement" box and clicking "save", Member intends to sign this Agreement electronically. Member agrees that checking the "agreement" box and clicking "save" below indicates Member's acceptance of the terms of this Agreement, acknowledges that all information provided to HOURCAR in connection with his/her application is complete and correct, and authorizes HOURCAR to check such information, including without limitation, Member's credit history, driving record, criminal record and other background

information as HOURCAR shall deem relevant to its approval of Member's participation in the HOURCAR program. Further, Member's clicking, "save" below indicates Member's agreement 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.



HOURCAR 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 \$50 annual Damage Fee Waiver (\$50 enrollment fee, \$10/driver 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
755 Prior Ave N. Ste. 301D
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 outlined agreement.