



## **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.