



**business member agreement
and terms + conditions**

1. Definitions: In this Agreement,
'Modo' means Modo The Car Co-op;
'Business Member' means an incorporated society, co-operative, or company approved by Modo for membership;
'Applicant' means a prospective business member of Modo;
'Vehicle' means a vehicle owned/leased by Modo and includes any equipment in the vehicle;
'Carsharer' means a person with official permission from the business member to drive on behalf of the business member;
'Member Care Manager' means a manager designated by the Executive Director; and
'Price List' means the most recent price list for business members posted on our website, including any amendments to it.
2. I, _____ of _____
(Name of Individual, Position in Company) (Name of Company/Organization)
apply to join Modo as a business member. I understand that by joining as a business member my organization does not gain voting rights in the co-operative.
3. The payment of \$ _____ for the security deposit is enclosed. Carsharer registration fees will be invoiced as applicable.
4. Upon acceptance of this application, the Terms and Conditions and those contained in the Carsharing Handbook constitute a binding agreement between Modo and the business member. Modo may amend this Agreement and the Carsharing Handbook from time to time as provided for in its bylaws. Any such changes will be provided to the member within seven days.
5. A security deposit is required upon application. The security deposit serves as security for any liabilities owing to Modo resulting from this Agreement. Modo's acceptance of this application is subject to the security deposit. This deposit 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 licence, driving record, and insurance claims history.
6. Upon acceptance, Modo will, subject to all the Terms and Conditions, and the Carsharing Handbook:
 - provide the business member with access to vehicles owned, leased or rented by it ("Vehicles"), and
 - pay for Vehicle related expenses such as gas, tires, maintenance and pre-approved repairs.
7. Modo will ensure Vehicles are reliable and well maintained. Modo periodically inspects the Vehicles, supplementary to the inspection of Vehicles by members. As these are shared Vehicles in a shared vehicle environment, it is understood that no attendants visit and inspect the Vehicles before usage. Vehicles are accepted in an 'as is' condition.
8. The business member will be responsible for paying any fees, expenses, liens, and fines as set out in the Carsharing Handbook. This money will be a debt due and payable to Modo and Modo will have a lien on the security deposit to cover the full amount owing. Any amount due and payable will be set off against the security deposit balance, and will only be restored once all debts have been paid.

**business member agreement
and terms + conditions**

9. Business members are bound by the current price list for business members and pay for usage as billed. A bill will arrive monthly and must be paid within fifteen days. If an overdue amount exceeds \$25.00 a late payment charge of 1.25% per month, compounded monthly, (\$16.08% per year) will be charged on the total overdue amount. 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.
10. Modo will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from Modo. Modo will only be liable for any damages arising out of use of a Vehicle if Modo's gross negligence has caused or contributed to the damages. The business member waives any right it may have to sue or make claims against Modo and its directors, officers, employees, or members for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. The business member also waives any right it may have to sue or make claims against Modo and its directors, officers, affiliates, employees, or members for a Vehicle not being available at the time it was booked.
11. If a business member becomes aware of any reason affecting a Carsharer's ability to drive, it is the business member's responsibility to advise Modo immediately. Failure to do so may result in the termination of this Agreement without notice.

suspension if payments in arrears

12. The Accounts Receivable Manager may suspend all Carsharers' carsharing privileges if there is a default in paying any amount owing to Modo. This may be done, without notice, one week after a second reminder is sent to the business member 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.

termination by business member

13. The business member may terminate this Agreement upon two weeks written notice. The termination will become effective once any outstanding charges related to the account have been resolved. Refund of the security deposit will be subject to all applicable charges and fees owing at the time of termination.

severability

14. If any single part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.

notice

15. As required in this Agreement, notice from Modo will be sent to the address provided in Modo's records. Address changes must be provided to Modo in writing.

account # _____

**business member agreement
and terms + conditions**

To be completed by all applicants:

Name of organization (legal name)	doing business as (if applicable)	
Name of authorizing individual	Position in organization	
Street or mailing address	City	Postal code
http:// Website address for Modo to link to	Y/ N Modo may use our organization's logo on its website Y/ N Modo may promote our organization through its social media	

I agree to all of the above (pages 1 to 3 of this Agreement)

Signature	Date
Name of witness	Address of witness
Signature of witness	Date

Administration at your office

Name of Modo Liaison	Phone number of Modo Liaison	E-mail address of Modo Liaison
My Modo Liaison should be able to (please choose only one): <input type="checkbox"/> View bookings for all carsharers and change or cancel bookings <input type="checkbox"/> View bookings for all carsharers but NOT change or cancel bookings <input type="checkbox"/> View invoices only, with no access to bookings	My carsharers should be able to (please choose only one): <input type="checkbox"/> View each other's bookings and change or cancel bookings <input type="checkbox"/> View each other's bookings but NOT change or cancel bookings <input type="checkbox"/> View only their own bookings	My carsharers (please choose only one): <input type="checkbox"/> Should be able to view invoices <input type="checkbox"/> Should not be able to view invoices

Invoices

How would you like to receive your invoice? <input type="checkbox"/> E-mail notification to login to secure Modo site <input type="checkbox"/> Mail	Name of individual in Accounts Payable (if different from Modo Liaison) E-mail address (for invoices)
---	--

To be completed by Modo staff:

Damage coverage reviewed?	
Not-for-profit?	
Deposit amount: \$ _____	Paid by <input type="checkbox"/> Cash <input type="checkbox"/> Cheque <input type="checkbox"/> Debit <input type="checkbox"/> Credit Card
Invoice payment method:	<input type="checkbox"/> Pre-authorized payments <input type="checkbox"/> Online banking <input type="checkbox"/> Cheque
Accepted by:	

Protecting your privacy

Modo respects your privacy. We do not sell information about our members to anyone. Members can choose not to provide some or all of the above information; however, this decision may prevent Modo from determining eligibility and/or the ability to provide members with full access to available or requested services.

Our commitment to protecting your personal information is outlined in our Privacy Policy available upon request from Modo staff.

