

Modo Plus Member Agreement and Membership Terms and Conditions

1. Definitions: In this Agreement,
 - '**Modo**' means Modo Co-operative;
 - '**Member**' means a member of Modo
 - '**Price List**' means the most recent price list for Individual Members posted on our website including any amendments to it
 - '**Fines and Fees**' means the most recent Fines and Fees for Individual Members posted on our website including any amendments to it
 - '**Vehicle**' means a vehicle owned/leased by Modo and includes any equipment in the vehicle
2. I, **name**, apply to become a Member of Modo.
3. I understand that acceptance of the application is subject to my purchase of at least the minimum required number of membership shares, proving my eligibility (including making available to Modo details of my driver's licence, driving record, insurance and claims history) and completion of this Agreement.
4. My refundable payment of \$500 for shares in Modo has been made during the online registration process.
5. I have read and understood:
 - the Rules of Modo Co-operative (the "Rules", copy available online or upon request),
 - the Modo Plus Manual (the "Manual", copy available online or upon request),
 - the Carsharing Handbook (the "Handbook", copy available online or upon request).
6. I agree to observe and be bound by all the Terms and Conditions of this Agreement, the Rules, the Manual, the Handbook, the Price List and the Fines and Fees, including any amendments to the documents. They form part of this Agreement. I recognize and agree that Modo may amend this Agreement, the Handbook, the Price List or the Fines and Fees from time to time, and that Members of Modo may amend the Rules.
7. If my application is accepted Modo will, subject to all the terms and conditions in the Manual, the Handbook and this Agreement:
 - Provide me with access to Vehicles owned or rented by it, and
 - Pay for Vehicle related expenses such as insurance, gas, tires, maintenance and repairs.
8. I will be responsible for paying various charges, fees, expenses, liens and fines as set out in the Handbook, the Price List and the Fines and Fees. This money will be a debt due and payable to Modo and Modo will have a lien on my shares to cover the full amount owing. If an overdue payment exceeds \$10.00, a late payment charge of 1.25% per month, compounded monthly (16.08% per year) will be charged on the total overdue amount. Any amount due and payable can be set off against my share balance and will only be restored once all debts have been paid. (For Associate Members, debts due and owing to Modo will also form a lien against the shares owned by their Full Member Partner, and for Full Members with an Associate Member attached to their account, debts due and owing by the Full Member will also form a lien against the shares owned by that Associate Member.)

9. I understand that my carsharing privileges may be suspended if there is a default in paying any amount owing to Modo. This may be done without notice twenty (20) days after the invoice due date. 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.
10. I understand that Modo will ensure that third-party liability coverage is provided with each booking, the details of which are available from Modo, and that Modo makes no representation or warranty as to the adequacy of the terms or policy limit of its third-party liability insurance. If I am involved in an accident and a claim is made against me or Modo, the claim will be settled at the discretion of Modo or its insurer, the Insurance Corporation of British Columbia (ICBC). I understand that ICBC determines who is at-fault in accidents that involve another vehicle. I agree that I will be fully responsible for the cost of any third-party claims in the event that Modo's third-party insurance coverage is invalidated due to my actions or misbehaviour.
11. I understand that Modo self-insures for damage that I cause to Vehicles. For accidents that do not involve another vehicle, Modo will determine, in its sole discretion and based on available evidence, who is at-fault. For damage that I cause to a Vehicle, I am liable for the related costs to Modo, as described in the Handbook, including the costs of temporarily replacing a Vehicle during repairs
12. I recognize that Modo will only be liable to me for any damages arising out of my use of a Vehicle if Modo's gross negligence has caused the damages. I waive any right I 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. I waive any right I have to sue or make claims against Modo and its directors, officers, employees or members for a Vehicle not being available at the time it was booked.
13. If I become aware that I no longer satisfy Modo's eligibility requirements, it is my responsibility to advise Modo immediately. Failure to do so may result in the termination of this Agreement without notice.
14. If I decide to cancel my membership with Modo, my share balance will be refunded. The refund of shares is processed in up to 90 days. I understand if I have any outstanding payments due to Modo at the time of cancellation, Modo will use my shares to cover those costs and refund the remainder.
15. I recognize that I am not a representative, agent or employee of Modo except to the extent Modo's Board of Directors has empowered me to act as a representative, agent or employee.
16. I agree that any carbon credits earned from my use of Modo Vehicles will become the property of Modo.
17. I may terminate this Agreement at any time when logged in to my account or by giving notice in writing to Modo.
18. If any single part of this Agreement is found to be legally ineffective it shall not affect the validity of the rest.