

IX. MEMBERSHIP AGREEMENT

I recognise that:

- if Boulder CarShare (BCS) accepts my application, the terms of the application along with the terms of the BCS Manual and By-Laws immediately constitute a binding contract;
- BCS' acceptance of my membership application is subject to a successful check of my driving and credit history records, and my payment of the appropriate membership fees.

I have received and read a copy of the Boulder CarShare Membership Manual. I agree to observe and be bound by both the Manual and By-Laws, including any amendments to either document. They form part of this contract. I recognise that BCS' Board of Directors may amend the Membership Manual and By-Laws.

If my application is accepted, BCS will, subject to all the terms and conditions in the Manual and this application, provide me with access to vehicles owned, leased or rented by it ("BCS Vehicles"), and pay for BCS Vehicle-related expenses such as gas, tires, insurance, maintenance and repairs.

I understand that BCS will endeavour to ensure that the BCS Vehicles are clean and well-maintained, and will periodically inspect the BCS Vehicles.

However, I recognise:

- That during the use of the BCS Vehicles, members are responsible for the maintenance and safety of the BCS Vehicles;
- That BCS' periodic inspection of its vehicles is supplementary to the inspection of vehicles by members, and that BCS relies on its members for primary inspection of vehicles that they use;
- That as a member I will be responsible for ensuring the safe condition of any BCS Vehicle that I drive; and
- That BCS does not make any representations or warranties as to the fitness or condition of any BCS Vehicle.

I recognise that the Manual and the By-Laws state that I will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed time lines for their payment. I agree that this money will be a debt due and payable by me to BCS.

I understand that BCS will ensure that the BCS Vehicles are insured under a comprehensive Insurance policy, the details of which are available from BCS. I recognise that BCS will only be liable to me for any damages arising out of my use of a BCS Vehicle if BCS' gross negligence has caused the damages. I waive any right I have to sue or make claims against BCS and its directors, officers, agents, employees or members for damages arising from the fitness or condition of a BCS Vehicle, except in cases of gross negligence.

I also agree to indemnify the BCS directors, officers, agents or employees where it has incurred liability and expense as result of a claim by a third party for damages arising out of my use of a BCS vehicle unless BCS' gross negligence caused the damage.

I also waive any right I have to sue or make claims against BCS and its directors, officers, agents, employees or members for a vehicle not being available at the time it was booked.

I recognise that I am not a representative, agent or employee of BCS except to the extent the BCS Board of Directors may from time to time expressly designate me as a representative, agent or employee. I also agree to indemnify the BCS for liability incurred to third parties as a result of my actions as a representative, agent or employee, whether I was acting within or outside the scope of my authority or apparent authority.

Name (Please print)

Signature

Date

4 digit PIN code you would like to use
for the CARS reservation system: _____

(This form must be submitted to BCS before you are granted full membership)