

# **Club Membership Policies, Terms and Conditions**

The following policies, terms and conditions supplement the Membership Agreement and together form the contractual agreement between all members, authorized drivers, and CAR FLING, LLC (CAR FLING). The term "Member" means all members and authorized drivers identified on the Membership Agreement. Please read the following carefully prior to signing the Membership Agreement.

## **Age Requirements**

All Members must be a minimum of 25 years of age. Anyone driving must be 25 regardless if they are the primary driver or the secondary or additional driver.

## **Insurance Requirements**

All Members must carry full coverage (comprehensive, collision and liability) insurance on their current car insurance policy, for the duration of the membership. Liability limits must be at a minimum of \$100,000 / \$300,000 / \$100,000 to qualify. Member is responsible for all damage or loss of the Vehicle, regardless of cause or fault, up to the Vehicle's fair market value. Member is responsible for the cost of repair, up to the fair market value of the Vehicle, loss of use (measured by the daily usage rate), diminished value, towing, storage, impound fees, administrative fees up to \$100 or as allowed by law, and all other related costs. Member's own insurance or credit card company may cover all or part of the Member's financial responsibility for damages or loss to the Vehicle. Member should check to find out about the scope of Member's coverage(s), and what deductible may apply.

## **Driving Record**

To qualify to join our club and to remain an active member of our club, you cannot have more than three moving violations on your record and cannot have been cited for any of the following within the last 3 years:

- Reckless driving
- Driving under the influence of a controlled substance (DWI or DUI)
- Leaving the scene of an accident
- Operating a vehicle without insurance
- Possession of a stolen vehicle.

When you submit your membership application to us, you authorize CAR FLING to run a MVR report (Motor Vehicle Report) with the state to gather this information.

## **Return, Repossession and Costs**

The Vehicle is the property of CAR FLING. Member agrees to return the Vehicle, together with all tires and equipment:

- In the same condition as when received, ordinary wear and tear excepted;
- To the location from where it was rented or other location as agreed upon in advance;
- On the due back date and time specified on the Agreement; or
- An earlier date and time if requested by CAR FLING upon 24 hours notice.

CAR FLING may peacefully repossess the vehicle without demand or notice at any time if:

- The Vehicle is used in violation of the law.
- The Vehicle is used in violation of any term or condition of the Agreement;
- The Vehicle is apparently abandoned;
- The Vehicle is illegally parked and/or subject to towing; or
- The Vehicle is not returned by the due date and time specified on the Agreement.

The Member is not CAR FLING's agent for any purpose. Member is responsible for all reasonable costs arising from the Vehicle being (a) returned or left at any location other than the original renting location, or (b) seized by a governmental authority, if such seizure arises from the Member's conduct. These costs include parking charges, parking citations, towing, storage and impound fees. If the Vehicle is beyond 250 miles from the Car Fling facility, the Member is responsible for the cost of transporting the Vehicle to the Car Fling facility location, including the costs of a driver, lodging, and meals. Member is liable for all attorneys' fees incurred in recovering the Vehicle, including from a governmental authority. Member is liable for all parking or traffic violation fines incurred during the usage period, and authorizes CAR FLING to charge Member's credit card for such fines as well as a \$100 administration fee for each incident.

Member(s) Initials: \_\_\_\_\_

### **Payment/Damage Deposit**

A \$1,500 Damage Deposit must be placed prior to every drive. The following credit cards are accepted for deposit: VISA, Master Card, Discover and American Express. A damage deposit is an authorization against your credit card's credit limit. It effectively removes that amount of credit from your credit line during your usage period. This authorization does not show up on your credit card statement as a charge, rather, it is just a hold.

There are no exceptions. You can use more than one credit card. Any credit card that is used MUST be valid and in the member's name. In case a vehicle is returned with any damage, with excess mileage or without a full tank of gas, we will charge you credit card for the amount due or return your damage deposit less any excess charges.

### **Cancellations**

Cancellations received less than 48 hours before the reserved usage time may be subject to one full day charge plus all applicable fees. There is no charge for cancellations received more than 48 hours before the reserved drive time. If you do not show up to pick your vehicle per your reservation you may be subject to one full day usage charge plus all applicable fees.

### **Additional Drivers**

You may add two additional drivers to your membership (immediate family members only) to a membership for a fee of \$500.00 per person. Additional driver(s) must meet all of the qualifications as the primary member.

### **Rates**

All rates are subject to change without notice. Special Offers may expire at any time. We reserve the right to refuse/postpone service due to severe weather, snow, past driving record or any other reason that may jeopardize your safety as well as that of the vehicle.

### **Delivery / Pick-up**

Vehicle delivery and pick-up is available to and from your door. Additional fees apply as stated on the membership agreement. Please note: All pick-up & delivery arrangements must be confirmed at least 48 hours in advance in order to guarantee on-time service. Any changes to pick-up or delivery times/locations with less than 48 hours notice may incur an additional transportation fee.

### **Return Times**

There will be a 1-hour grace period with your scheduled return time, after which you may be subject to additional fees (such as using up points for an extra day).

### **Usage Charges**

Member will pay CAR FLING on demand all incurred charges, including but not limited to: setup fees, points purchases, delivery fees; mileage charges; additional equipment charges; refueling charges; airport surcharges; additional driver surcharges; and other fees and miscellaneous charges when applicable; state, local sales, excise and use taxes, etc. as specified on the Membership Agreement

All charges that are unpaid at time of return of the Vehicle accrue interest at 18% per annum, compounded daily. In the event any amount due under the Membership Agreement is billed to another person or organization, Member shall remain jointly and severally liable for all such charges.

### **Smoking Policy**

We have a strict no-smoking policy for all our vehicles. Any violation of this policy will result in a minimum charge of \$450.00.

### **Fuel Surcharge**

Vehicles are always delivered with a full tank of gas and must be returned with full tank of gas. All vehicles must be refueled with Premium grade (91+ octane) gasoline. There will be a \$350 fee for filling up with a lesser grade. If the vehicle is not returned with full tank of gas a refueling charge of \$8 per gallon will apply.

### **Refunds**

Member(s) Initials: \_\_\_\_\_

We do not offer refunds for membership points. However, in certain situations (i.e. bad weather) we may offer credit for additional driving days. This is solely at our discretion. In the event of an unforeseen mechanical failure during or prior to your drive, we will make every effort to repair or replace your vehicle with a similar or better model at no additional cost to you.

### **Driving Area Restrictions**

Vehicles may not be driven outside of the state of Colorado without prior written approval.

### **Prohibited Uses**

Each Member shall be fully responsible for all loss or damage to the Vehicle, regardless of fault or cause. The acts and/or uses listed below are prohibited and violate the scope of permissive use of the Vehicle.

The following acts, uses or operations are prohibited:

- Operation of the Vehicle by anyone who is not an authorized driver identified on the Membership Agreement;
- Use of the Vehicle for commercial hire;
- Providing false or fraudulent information to CAR FLING;
- Use of the Vehicle in a willful, wanton, or reckless manner;
- Use of the Vehicle in connection with conduct that can be charged as a felony;
- Use of the Vehicle in any speed test, contest or driver training activity;
- Use of the Vehicle to push or tow any vehicle or trailer;
- Operation of the Vehicle off-road or on any unpaved road (other than short access road/driveway, etc.);
- Operation of the Vehicle by someone under the influence of drugs or alcohol in violation of the vehicle codes and/or laws in the state in which the vehicle is driven;
- Operation of the Vehicle outside the State of Colorado;
- Driving the Vehicle without a valid driver's license or with a license which has been suspended or revoked.

In the event of a violation of these Prohibited Uses, we reserve the right to end your usage period without refund and retrieve the vehicle.

### **Tickets**

The member is responsible for all parking, traffic, speeding or other tickets or violations issued while the vehicle is being rented and must pay for any fees, penalties, towing charges, or impound costs.

### **Mileage**

All of our daily drives include 125 miles free per day and weekend drives (3 days) include 400 miles free, unless stated otherwise. Each additional mile driven will be subject to a charge at the stated mileage rate.

### **Protecting the Vehicle**

To protect the Vehicle from vandalism and theft, Member agrees to:

- close all windows, lock all doors and arm the Vehicle's security system before leaving the Vehicle for any length of time, no matter how brief.
- park the Vehicle only in areas that are safe and secure.
- keep the Vehicle ignition key in Member's possession at all times.
- not leave the Vehicle ignition key in the ignition, interior door, or trunk when the Vehicle is not in use.
- not give the Vehicle ignition key to any parking valet attendant or other person who is not an authorized driver listed on the Membership Agreement.
- not make a copy of the Vehicle's ignition key.
- park the Vehicle in a secure parking structure, garage, driveway, hotel parking lot or other secure parking lot and not park the Vehicle overnight on the street.
- not leave personal effects (e.g., cameras, camcorders, gifts) or valuables in the Vehicle so they are visible to the outside while the Vehicle is unoccupied or unattended.

### **Mechanical Breakdown, Emergency Roadside Service**

- In the event of a mechanical breakdown or malfunction, Member will cease operation of the Vehicle at the first sign of mechanical trouble. In such an event, Member will contact CAR FLING immediately. Member will not authorize or attempt any repair(s) to the Vehicle without CAR FLING's prior written approval. Member is fully responsible for any unauthorized repair(s) and any damage caused thereby.

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- Any service to, or replacement of, a part or accessory on the Vehicle must have Car Fling's prior written approval.
- If Member smells oil, gasoline, or any kind of burning, Member shall in a safe manner immediately stop the Vehicle and immediately call CAR FLING for roadside service. CAR FLING will come out and inspect the Vehicle and make arrangement for a replacement vehicle, if appropriate. In case of fire, please call the fire department first.

### **Property Left in the Vehicle**

CAR FLING is not liable for loss or damage to any property left, stored or transported by Member, whether or not said loss or damage was caused by or related to negligence of CAR FLING or Vehicle malfunction. Member assumes all risk of such loss or damage and waives all claims against CAR FLING arising from such losses.

### **Notice About Your Financial Responsibility**

Member is responsible for all damage or loss to the Vehicle, even if caused by someone else or the cause is unknown. Damage includes excessive wear and tear to the vehicle (e.g. excessive tire or clutch wear). Member is responsible for the cost of repairs (up to its full value), loss of use, diminished value, towing, storage and impound fees. The Member's insurance, or the credit card used to pay for the membership, may cover all or part of Member's financial responsibility for the Vehicle. Member should check with the Member's insurance company, or credit card issuer, to find out about the coverage and the applicable deductible, if any, for which Member may be liable. If a credit card was used that provides coverage for potential liability, Member should check with the card issuer to determine if the Member's personal insurance coverage limits must first be exhausted before the credit card coverage applies.

Member(s) Initials: \_\_\_\_\_