



MEMBERCAR SILVER GROUP MEMBERSHIP AGREEMENT

January 2010

Automotive Solutions LLC d/b/a MemberCar (“**MemberCar**”) provides automotive maintenance, repair, cosmetic improvement and related MemberCarTM services (collectively the “**Services**”) to its each of its members (“**Member**” or “**Members**” or “**You**”). This Membership Agreement (“**Agreement**”) is effective as of the date last executed below and sets forth the rights and obligations for **MemberCar** and each **Member** for the **Services**, which are posted on www.MemberCar.com and may be modified by **MemberCar** from time to time at its sole discretion by posting any such modifications on this website.

1. MEMBERCAR SERVICES

- a. **MemberCar** will provide automotive maintenance, repair, cosmetic improvement and related services (“**Services**”) and sales of previously owned vehicles to its **Members** as provided herein.
- b. **MemberCar** will provide the **Services** to each **Member** and listed individuals who reside in the **Member**’s household and are immediate familial relatives of the **Member**, for all vehicles which are titled to said individuals.
- c. **MemberCar** will provide the various Services using what it believes to be an optimal combination of its own employees, dedicated independent contractors and other service providers which **MemberCar** has a high degree of confidence in based upon past experience, as follows:

- (1) **Cosmetic Services** (such as detailing, dent repair, paint and bumper repair, windshield repair/replacement, interior upholstery repair and wheel repair) will be performed by **MemberCar** employees or dedicated independent contractors and the **Member** would engage by written contract with **MemberCar** for these individual services with payment made directly to **MemberCar** by the **Member**;
- (2) **Car Sales** will be made by written contract between **MemberCar** and the **Member** with payment made directly to **MemberCar** by the **Member**
- (3) **Mechanical Maintenance & Repair Services** (such as repair or maintenance of engines, brakes, emission controls, steering and suspension, as well as factory scheduled maintenance) will be performed by one of two highly experienced automotive repair companies with which **MemberCar** has made special arrangements; and the **Member** would contract in writing with the repair company for these individual services, with payment made directly to the service provider by the **Member**.
- (4) **Car Rental Services** will be performed by a major car rental company with which **MemberCar** has made special arrangements with and the **Member** would contract in writing with the car rental company for these individual services, with payment made directly to the car rental company by the **Member**;

d. **MemberCar** will help assure that each **Member** receive high quality service, with personalized attention by **MemberCar** personnel both prior to the services being performed and throughout the process..

e. **MemberCar** will upon request provide each **Member** with a written estimate for all requested **Services** costing more than \$50 and not perform any work costing more than 10% above the written estimate without the **Member's** prior authorization.

2. REQUIRED MEMBERSHIP INFORMATION

Each **Member** shall provide **MemberCar** with a list of individuals who reside in the **Member's** household for which coverage is desired and the license tag and registration number of each vehicle which is titled to said individuals, and promptly update such information in the event of any change.

3. MEMBERSHIP FEES

MemberCar will charge each **Member** an annual membership fee in order to provide the **Services**. Payment of the annual membership fee of \$100 for the period for one year from the date of the **Agreement** is paid herewith and/or acknowledged. **MemberCar** reserves the right, at any time, to modify its membership fees. Each **Member** will receive a reminder thirty days prior to the expiration of the annual membership period, stating the annual membership renewal fee. As a convenience to the **Member**, the membership will be automatically renewed if a credit card authorization has been provided. Annual membership fees may also be paid by cash, check or by credit card.

4. LIMITED WARRANTY

You understand and agree that the warranties provided related to the **Services** are limited as follows:

- (1) *Cosmetic Services: MemberCar provides the MEMBER with this written LIMITED WARRANTY for;*
 - a. *Paint Services: Free of defects, peeling or discoloration for 1 year.*
 - b. *Wheel Repair: Free of defects, peeling or discoloration for 1 year.*
 - c. *Interior Repairs: Free of defects for 1 year.*
 - d. *Windshield Repair/Replacement: Free of defects for 180 days.*
- (2) *Car Sales: MemberCar provides the MEMBER with this written LIMITED WARRANTY for;*

30 days or 1,000 miles, whichever occurs first - 100% parts and labor - major component coverage

Many cars will have remaining factory bumper to bumper warranty exceeding MemberCar's stated warranty.
- (3) *Mechanical Maintenance & Repair Services The Automotive Repair company performing the repairs will provide the Member with a written LIMITED WARRANTY for any Mechanical Maintenance & Repair Services performed for at least ninety (90) days or 4,000 miles (whichever comes first) for all parts installed unless otherwise stated by the parts manufacturer or supplier as provided for in its service contract;*
- (4) *Car Rental Services: The major car rental company will provide the Member a written LIMITED WARRANTY as provided in its rental contract*

Each of the above warranties does not apply to any damage or loss caused by negligent or unreasonable use, maintenance or care of the serviced vehicle by the **Member**.

MEMBERCAR ASSUMES NO RESPONSIBILITY OR LIABILITY FOR THE SERVICES PROVIDED BEYOND THAT STATED ABOVE. **MEMBERCAR** EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. **MEMBER** EXPRESSLY UNDERSTANDS AND AGREES THAT **MEMBERCAR** WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, COMPENSATORY, CONSEQUENTIAL OR EXEMPLARY DAMAGES

5. INSURANCE

MemberCar will maintain insurance for loss or damage to **Member** vehicles while on **MemberCar** premises. **MemberCar** will also maintain adequate insurance for liability loss or damage secondary to the **Member's** insurance coverage while the **Member's** vehicle is being transported to/from **MemberCar** premises by any **MemberCar** employees.

6. TERM AND TERMINATION

The initial term of this **Agreement** will be for one year, and will continue for renewals thereafter until terminated in accordance with this **Agreement**.

A **Member** may request cancellation of his or her membership at any time prior to the next scheduled renewal payment date by providing **MemberCar** with notice by mail at 227 Derwood Circle, Rockville MD 20850, by phone at (301) 738-0061, by fax at (240) 399-0002 or by email at members@MemberCar.com. If **MemberCar** deems it necessary, in its sole discretion, **MemberCar** may immediately terminate this Agreement and a **Member's** access to the **Service**. In the event of termination by either party, **MemberCar** will refund a portion of the paid membership fees on a pro rata basis from the date notice and the member will no longer be entitled to **Services** under this **Agreement**.

7. ENTIRE AGREEMENT

This **Agreement** governs **Members** use of the Service and constitutes the entire agreement between **Member** and **MemberCar**, and it supersedes any prior or contemporaneous negotiations, discussions or agreements, whether written or oral, regarding the subject matter contained in this Agreement.

8. GOVERNING LAW

This Agreement and the relationship between **Members** and **MemberCar** will be governed by the laws of the State of Maryland, notwithstanding the choice of law provisions of the venue where any action is brought. **Member** agrees and consents to the exclusive jurisdiction of the state or federal courts located in Rockville, Maryland and waive any defense of lack of personal jurisdiction or improper venue or forum *non conveniens* to a claim brought in such court, except that MemberCar may elect, in its sole discretion, to litigate the action in the county or state where any breach by the Member occurred or where the Member can be found.

Understood and Agreed to:

MEMBER INFORMATION

Group Provider

(Corporation / Association Name) _____

First Name _____

Last Name _____

Spouse

First Name _____

Spouse

Last Name _____

Street Address _____

City _____

State _____

Zip Code _____

Email Address

(required)

Additional

Email Address _____

Additional

Email Address _____

Home Phone _____

Work Phone _____

Cell Phone _____

By completing and submitting this form with your electronic signature, you agree to the terms and conditions of the MemberCar agreement, as noted above.

Electronic signature / _____ /
(type your name above)

SILVER MEMBERSHIP – ANNUAL FEE

\$100

<input checked="" type="checkbox"/> Prepaid group membership (no payment required)
