



MemberCar Silver Individual Membership Agreement

July 2012

Automotive Solutions LLC d/b/a MemberCar ("MemberCar") provides automotive maintenance, repair, cosmetic improvement and related MemberCar services (collectively the "Services") to 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 www.MemberCar.com.

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. Silver Membership Individual Level Services as provided herein are applicable only to the enrolled individual Member and Member's enrolled vehicle. No exceptions.

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 in which MemberCar has a high degree of confidence 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 engaged by Member through a written contract with MemberCar for requested 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 a highly experienced automotive repair company with which MemberCar has made special arrangements; the Member will 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 provided by a major car rental company with which MemberCar has made special arrangements; the Member will contract in writing with the car rental company for these individual services, with payment made directly to the car rental company by the

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Member.

D. MemberCar will help ensure that each Member receives high quality service, with personalized attention by MemberCar personnel both prior to the services being performed and throughout the process.

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

F. For Mechanical Maintenance & Repair Services and Car Rental Services, Member will upon request receive a written estimate for all requested services from the Service provider.

2. REQUIRED MEMBERSHIP ENROLLMENT INFORMATION

Silver Level Individual Member must provide: 1) Enrolled Member name (and payment obligor if different from Member), address, phone number and email address; 2) Enrolled vehicle year, make, model, vehicle identification number and license tag; and, 3) Prompt updates of such information in the event of any change.

3. MEMBERSHIP FEES

MemberCar assesses an annual membership fee in order to provide the Services. Payment of the annual Silver Level Individual Membership fee of **\$100** entitles Member to receive Silver Level Individual benefits for one year. Membership start date is the date 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 credit card.

4. LIMITED WARRANTY

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

A. Cosmetic Services. MemberCar provides the Member with this written LIMITED WARRANTY for:

- (1) Windshield Repair/Replacement: Free of defects for 180 days.
- (2) Paint Services: Free of defects, peeling or discoloration for 1 year.
- (3) Wheel Repair: Free of defects, peeling or discoloration for 1 year.
- (4) Interior Repairs: Free of defects for 1 year.

B. 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 - powertrain only coverage. Many cars will have remaining factory bumper to bumper warranty exceeding MemberCar's stated warranty.

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C. 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.

D. 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, improper 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 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

By email at:
members@MemberCar.com.

If MemberCar deems it necessary, at 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 of termination notice and the Member will no longer be entitled to Services under this Agreement.

7. ENTIRE AGREEMENT

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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 waives 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, at 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.