

**Moto 49 Membership Terms and Condition**

These terms & conditions govern your membership of Moto 49 and the use and supply of our goods, equipment/tools, services, website, workshop and facilities (“Facilities”). In these terms & conditions:

- “we/us/our” means Moto 49 Inc. (BN751497082MC0001)
- “you/your” means you, the member, prospective member.

**Application**

Any individual wishing to become a member of Moto 49 must fill out an agreement form and read and agree to the terms and conditions herein in their entirety as well as complete an Agreement of Acceptance of Risk, Release, Waiver and Indemnity form. The information in the application will be kept on file. All information submitted will be treated in strictest confidence in accordance with our privacy policy. Each member is responsible for attending an introductory orientation session of how to use the shop, tools, as well as the terms and rules of shop use. Each member is bound upon application to these terms and conditions.

**Membership**

Every member binds him/herself to abide by the rules, by-laws and regulations of Moto 49 upon acceptance as a member. Members must be 18 years of age or older. Membership pricing is as follows:

| <b>Membership Level</b>              | <b>Tinkerer</b>          | <b>Wrenchaholic</b>      | <b>Builder</b> |
|--------------------------------------|--------------------------|--------------------------|----------------|
| <b>Monthly Dues</b>                  | \$30                     | \$70                     | \$175          |
| <b>Hourly Bench booking</b>          | \$20                     | \$15                     | Included       |
| <b>Mechanic Workshops</b>            | 50% OFF                  | 50% OFF                  | 50% OFF        |
| <b>Quick Fix Station (&lt;30min)</b> | Included                 | Included                 | Included       |
| <b>Bike Storage</b>                  | \$5 / night as available | \$5 / night as available | Included       |
| <b>Material Disposal</b>             | From \$5                 | From \$5                 | Included       |
| <b>Moto 49 Swag</b>                  | 15% Discount             | 15% Discount             | 15% Discount   |
| <b>Members Events</b>                | 50% Discount             | Included                 | Included       |
| <b>Parts Ordering</b>                | 10% Discount             | 10% Discount             | 10% Discount   |

All prices are subject to PST & GST.

**Membership Details**

- Membership dues are payable monthly on the day that the membership began.
- Membership gives you access to the workshop and all the tools and facilities. Bench booking for a lift, or to use the tools provided is billable for Tinkerer and Wrenchaholic members.
- Your membership is personal to you and is not transferable. You cannot let anyone else use your membership.
- Memberships are intended for the maintenance of your own personal motorcycle, which will be logged on each check in. Maintenance on any bikes that you do not legally own is strongly discouraged and may result in termination of your membership.
- You must be a member in good standing in order to hire the workshop, Quick-fix Station, or Workshops.
- It is the responsibility of the member to keep the club up to date with current mailing addresses, phone numbers, email addresses and payment information.
- Hourly Bench booking for Builder maintains a first come first served position with other memberships, as we are in our infancy, we may make changes to the terms and limits to allow opportunity for all.



### **Payment**

Membership fees are due in full prior to any shop use, and are payable by credit card. Special circumstances will allow for payment to be made by cash or Etransfer, three months at a time. Membership begins the first day of use of the shop. No membership fees, shop use hours, or deposits placed at Moto 49 are refundable.

### **Bench Bookings**

Use of the space is available for a minimum one (1) hour period and can be extended by consecutive one (1) hour periods, subject to availability. After the first hour, bench use is billable by the one (1) hour.

Payment for bench bookings is due after completion of the booking and is payable in Cash, Credit, Etransfer, Paypal, or Quickbooks.

We currently have 2 workbenches available for booking. Each workstation is available for use by one member at a time during the period of booking. Bookings are taken on a “first come, first served” policy.

Members are encouraged to book their time at the shop in advance, through the online calendar.

Upon arriving at the shop, members without a booking can check in with the income desk and register the amount of time they will need a workstation for. If all the workstations are currently in use, the income desk will make an estimate of when they expect the next workstation to become free and book the member in for that time.

### **Cancellation of Bookings**

If you wish to cancel a booking, you must give us no less than 24 hours prior notice. Cancellations may be made via email, in person or over the phone. Your booked time will be held for 15 minutes after the booking commences, and may be given to another member if you are not present within this time. If you notify Moto 49 within this time that you are late for your booking, your bench will be held.

We may cancel any booking in the event of an emergency, if we are required to do so by law or under the terms of our lease of our premises, or for health and safety reasons. We will not be liable in any way for any loss or damage to you or anyone else as a consequence of any booking cancellation.

### **Advice and Assistance**

You acknowledge and agree that we are not licensed mechanics and in using our Facilities, you are not entitled to and will not rely upon us or any of our employees in the build, repair or maintenance of your motorcycle. Any advice or suggestions given by us or any of our employees is strictly a suggestion and should be taken under your own discretion. You are solely responsible for your motorcycle and for any work that you perform on it at our facilities.

### **Termination of Membership**

Any member wishing to resign their membership must do so with 30 days' notice. As all membership subscriptions are based on a monthly contract, any resignations mid-way through the contract period will not be refunded, 30 days cancellation notice must be given. Any monthly installments within the contract will need to be settled in full prior to the membership being cancelled. A fee will be charged each time that a membership is renewed after Cancellation.

### **Use and Access to Workbenches**

1. Your hire of the workbench must not impede the general use of our premises or access to the shop.
2. You will be entitled to use our tools and equipment for the duration of a workbench hire. Use of tools which are for common use for all workshop bays will be on a "first come, first serve" policy. However, you must allow others to use tools if you are not using them.
3. All tools are and remain at all times our property.
4. All tools must be returned to their designated place, immediately after you finish using them, in the same condition and state of repair, fair wear and tear excepted. You are responsible for cleaning the tools that you use during the allotted bench time.
5. You must comply with all relevant laws when using our Facilities and follow our reasonable directions in relation to the use of our Facilities.
6. We reserve the right to stop your hire and use of our Facilities in an emergency. If that happens, provided that you have not caused or contributed to the emergency, then we will refund to you any unused part of your hire fee.
7. We will keep our tools in good working order and condition, wear and tear excepted. We will service, repair and maintain our tools in accordance with the supplier's instructions and recommendations and by appropriately qualified people.
8. We will replace and substitute tools as necessary. However, we will not be liable if any of our tools go missing or are not available for use for any reason.
9. You should check no less than 24 hours before your hire starts that we will have any tools you require.
10. Spare part, oils and other fluids and consumables are your responsibility.
11. We are not responsible for any work, maintenance, modifications or alterations to your motorcycle. All work, maintenance, modifications or modifications are your responsibility and must be carried out by you. It is strictly prohibited for any staff member or volunteer of Moto 49 to touch or do any work on a member's bike.

### **Health & Safety**

1. Before you hire a workshop bay for the first time, you must undertake an information session including health and safety orientation, proper use of shop tools and equipment, rules and regulations for shop use and membership terms. Orientation will be scheduled prior to your first booking (could be immediately prior).
2. We reserve the right to require you to undertake further training or workshops as a condition of use of our workshop and tools. That includes on renewal of your membership and if we introduce new tools into the workshop.
3. Safety in our workshop is essential. You must immediately report to us any hazards or hazardous situations (or things that might reasonably become hazards or create hazardous situations), which could or might pose a risk to health and safety specifically including spills of oil, gas, cleaners or other hazardous materials, and any damaged tools.
4. You must comply with any and all directions that any of our supervisors or employees may give you give in relation to your use of our facility, the tools and health and safety. That may for example include stopping the use or manner of use of any tool.
5. You may only use tools and equipment ("tools") for their intended purpose, in a safe manner and according to any safety or instruction manuals or other directions we may give. You must read the

safety manual for each power tool before you use it. If you do not know how to use a tool, then you should not use it.

6. You must take all reasonable care when using our tools.

7. You must be polite and courteous at all times when dealing with us, our staff, other members and people who visit the shop. We will not tolerate rude, offensive, sexist or discriminatory language or behaviour.

8. All breaches of these health and safety terms will be documented. We may terminate your hire of our workshop and eject you from our premises for any one health and safety breach. If you breach these health and safety terms, then your membership may be cancelled without refund. We will not be liable in any way for any loss or damage to you or anyone else as a consequence of any membership cancellation.

### **Property left on premise**

We will not be held accountable for any damage or loss of property that is left in our possession. Any parts, tools, consumables, or motorcycles left in our possession are left at your risk and are solely your responsibility. We are not liable for any property left on premises that is lost or damaged.

Upon completion or Cancellation of membership, all bikes and parts as well as any other personal property must be removed from the shop. Any parts or personal effects left at the shop 1 month beyond memberships termination will be disposed of.

### **Insurance**

Any bike left at the shop must present proof of ownership, as well as valid insurance. Any storage of bikes without valid insurance is completely at your own risk and a separate waiver of indemnity must be filled out. In the event of a claim any personal insurance on your bike supersedes any insurance available through the shop.

### **Shop Rules**

We may set additional rules relating to our Facilities. Rules will be published on our website and at our workshop. You agree to read and comply with our rules. Failure to do so may result in immediate cancellation of any workshop hire bookings. You may also be refused from hiring the workshop in the future.

### **Damage**

You must promptly notify us of any damage, which you cause or contribute to, to our premises, any of our property in our premises, our tools and anyone else's property, which is in or around our premises. You must pay the costs of making good any damage or loss to those things to the extent that you have caused or contributed to that damage or loss.

### **Drugs and Alcohol**

The supply or consumption of alcohol and non-prescription drugs in our premises is strictly prohibited. We reserve the right to reject entry or to eject anyone from our premises if we believe that they are intoxicated. Our premises are a strictly non-smoking area. Please smoke further than 3 meters from the doors to the shop.

### **Children**

No children under the age of 18 years may be present in the workshop bays.



### **WIFI**

Moto 49 does not tolerate the viewing, uploading, downloading or sharing of pornographic or offensive material or tolerate any illegal file sharing or downloading of pirated software, films, television and the like on our WIFI network or while at the shop. WIFI access is not guaranteed and may periodically be unavailable during network maintenance or neighborhood outages.

### **Behaviour**

While on the property, members shall act in a manner that is respectful and courteous to other members, guests, members of staff at Moto 49 and third parties. Members shall not act in a manner that is harmful, abusive or offensive. Failure to act in a way that is respectful will result in eviction and exclusion from the property. Any member deemed to be infringing on the rules or engaging in misconduct will be required to furnish explanation to management.

### **Purpose**

Moto 49 is a private members club for people in the motorcycle community to use to maintain their own bikes, and learn more about their maintenance. Moto 49 will enable people who are part of the motorcycle community to be more self-sufficient, and develop their skills to be able to maintain their bike. Moto 49 not to deny membership to any applicant because of their race, creed, color, religion, national origin, sex, sexual orientation, disability or marital status.

### **Terms and Conditions**

We reserve the right to adjust or vary our terms & conditions, and pricing at any time, upon giving you one month's notice. Changes to terms and conditions will be communicated via the members email listing, as well as in the shop.