

## Moto Revere Membership Terms and Conditions

These Terms & Conditions govern your use and membership of Moto Revere 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 Revere (BN 260105929)
- “you/your” means you, the member, prospective member.

### **Purpose**

Moto Revere is a private members club for people in the motorcycle community to use to maintain their own bikes. Moto Revere aims to 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 Revere does not deny membership to any applicant because of their race, creed, colour, religion, national origin, sex, sexual orientation, disability or marital status. **Staff are available for support using tools and may be able to offer assistance with maintenance, however, it is the responsibility of the member to research and execute the work needed.**

### **Application**

Any individual wishing to become a member of Moto Revere must fill out a digital 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 bound upon application and use of the shop to these terms and conditions. Every member binds him/herself to abide by the rules, by-laws and regulations of Moto Revere upon acceptance as a member. Each member is required to attend a “Motorcycle Maintenance Foundations Course” of how to use the shop, tools, as well as the terms and rules of shop use. This course is available once monthly and should be booked in advance. Shop use without having taken the foundations course is subject to the discretion of the staff at Moto Revere. Additionally, a private session could be held, based on availability.

### **Membership**

Members must be 19 years of age or older. Membership pricing and terms are as follows:

<b>Membership Level</b>	<b>Billy</b>	<b>Wyatt</b>
<b>Monthly Dues</b>	\$20	\$200
<b>OR Annual Dues</b>	\$200	n/a
<b>Hourly Bench booking</b>	\$10	Included
<b>Parts Ordering</b>	10% Discount	10% Discount
<b>Term</b>	3 month minimum	1 month minimum
<b>Foundations Course</b>	\$60	\$60
<b>Bike Storage</b>	\$5 / night as available	Included
<b>Parts Storage Bin</b>	\$10 / month	Included
<b>Day maximum bench charge</b>	\$60	n/a
<b>Courses</b>	50% off	50% off
<b>Mechanic Consultation (by appt.)</b>	\$65 / hour	\$65 / hour
<b>Quick Fix Station (15 minute fixes)</b>	Included	Included
<b>Tire Changer (per wheel)</b>	\$25	Included
<b>Material Disposal</b>	From \$5	Included
<b>External Parts Receiving</b>	Included	Included
<b>Bike Sales Listing</b>	Included	Included
<b>Members Pin</b>	Included	Included
<b>Coffee (while using the shop)</b>	\$1 off drinks	\$1 off drinks
<b>Wi-Fi</b>	Included	Included
<b>Moto Revere Swag</b>	15% Discount	15% Discount
<b>Non-Use penalty</b>	n/a	\$100 /month after 3 months
<b>Membership reinstatement fee</b>	\$25	n/a
<b>Cancellation</b>	30 days notice	30 days notice

*All prices are subject to HST.*

### Daily Membership

Daily membership is available to people who have attended the Motorcycle Foundations Course. The daily rate is \$45 / hour and includes minor staff support. People who have not taken the Motorcycle Foundations Course can book to rent a bench to do their own work for \$65 / hour with staff support. Use of the facilities is up to the discretion of the staff; shop use may be limited.

### Membership Details

- Membership dues are payable monthly from the day that the membership begins.
- Membership gives you access to the workshop, tools and facilities.
- **Bench use for all members must be booked in advance. Repeated no-show bookings will be subject to additional charges.**
- Bench use for a lift, or to use the tools provided is billable hourly for Billy members.
- Billable use of the space on a monthly Billy membership or Daily Membership is available for a minimum 1 hour period and can be extended by consecutive 1/2 hours periods, subject to availability.
- Payment for bench bookings is due after completion of the booking and is payable in cash, credit or will be charged to your account.
- Depending on the season, we have 3 or 4 workstations available for booking. Each workstation is available for use by one member at a time during the period of booking. Members are encouraged to work in these workstations.
- Bookings are taken on a “first come, first served” policy, and members are encouraged to call ahead to book their space.
- 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 as detailed in your application. 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 courses.
- 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.

### 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.

### Abridged Shop Rules (please also see section on Use and Access)

- Always get help using any lift, jack or stand.**
- Don't fill or empty gas in the shop.**
- Only hand washing in the sink, only water down the drain.**
- No gas disposal in the used oil container.**
- Avoid running your bike inside, kill it upon pulling into the shop.**
- Use blue towels sparingly, if they're still blue they can still be used.**
- Oil rags and towels go in the garbage bin with the lid.**
- Leave your bench as you found it when completing work.**
- Always ask if you're not sure about how to use any tool or equipment.**

### Referall Program

Billy or Wyatt members in good standing can refer another new member. Upon activation of the referred members Billy or Wyatt monthly membership each member will be credited with 2 hours of shop use. Wyatt members can keep their credit on file for later use under the Billy payment plan. You will only receive this benefit if your membership, and that of the referred member, are both current and in good standing.

### **Payment**

Membership fees are due in full prior to any shop use, and are payable by credit card only. No membership fees, shop use hours, or deposits placed at Moto Revere are refundable.

### **Missed Payments**

Members are permitted one missed monthly payment without penalty. In this case, members will be notified of a missed payment and for arrangements to be made to make the payment within one month.

If payments continue to be missed, or initial missed payment isn't made within one-month, a late fee of 10% of the outstanding balance is added to the dues. If the invoice is still unpaid after 4 months, membership, including access to the shop will be discontinued. Any items left at the shop will be charged at a rate of \$10 per bin (or equivalent to), per month for up to 6 months at which point they are forfeited to Moto Revere. Access to the shop may only be reinstated once payment in full is received. Reinstatement of membership is subject to applicable fees.

### **Non-Use Penalty**

To ensure that we are providing a service and space to people from the motorcycle community who need access to tools and workspace, we encourage members working on project bikes to work on their projects regularly. Wyatt members with a bike stored at Moto Revere are subject to a non-use penalty. At the discretion of Moto Revere, a penalty of \$100 / month will be applied to your membership for non-use of the shop for 3 consecutive months (use constitutes a minimum of 1 hour of use and work in the shop or use of your membership perks such as parts ordering or discounted courses). This is a one-time grace period, any subsequent months with non-use will be charged the additional penalty on top of the Wyatt membership. It is the sole responsibility of the member to ensure that they use the shop regularly to avoid this charge.

### **Termination of Membership**

Any member wishing to resign their membership may do so with 30 days written notice. Any resignations mid-way through the contract period will not be refunded. Please send an email to [info@motorevere.com](mailto:info@motorevere.com) with the subject MEMBERSHIP CANCELLATION. Any payments due need to be settled in full prior to the membership being cancelled. It is the responsibility of the member to make use of their membership as we do not offer refunds on memberships.

### **Property Left On Premises**

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. You will be assigned a cubby for storage of parts and tools; this cubby must be kept tidy and containing your possessions as best as possible. Additional storage space can be rented for \$10/ bin per month. 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 membership termination are forfeited to Moto Revere.

### **Use and Access**

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 served" 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.
5. You must comply with all relevant laws when using our Facilities and follow our reasonable discretion 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. Tools damaged or broken from regular wear and tear are the responsibility of Moto Revere. Tools damaged or broken due to misuse or abuse are the responsibility of the member who causes the damage. If unsure of how to use a tool, or are unsure of the appropriate tool for your use, please be sure to ask a staff member to avoid charges due to damage by misuse.
10. 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. If you do not know how to use a tool, then you should not use it before asking for instructions. If you are not comfortable using a tool you should not use it.
11. You must take all reasonable care when using our tools.
12. You should check no less than 24 hours before your hire starts that we will have any tools you require.
13. Spare part, oils and other fluids and consumables are your responsibility but may be ordered through us prior to shop use.
14. 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 Revere 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. This 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 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.
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. 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.

### **Insurance**

Any storage of bikes without valid insurance is completely at your own risk. In the event of a claim any personal insurance on your bike supersedes any insurance available through the shop. Moto Revere does not insure against any third-party damage or loss from any cause arising at any time to any vehicle left on the premises, including but not limited to, fire, theft, acts of God, vandalism, loss or destruction of contents, or any physical damage while the vehicle remains at the facility.

### **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 19 years may be present in the workshop bays.

**WIFI**

Moto Revere 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 Revere 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 not limited to cancellation of membership.

**Terms and Conditions**

We reserve the right to adjust or vary our Terms & Conditions and pricing at any time. Changes to Terms and Conditions will be communicated via the member's email listing, as well as in the shop.