

**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, shop user or course attendee.

**By using the shop and facilities, you agree to and are bound by these terms and conditions.**

**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 you to be more self-sufficient, and develop your skills to be able to maintain your bike. Staff are available to direct on correct use of tools, but you are expected to work independently and without assistance.

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.

**Membership**

Membership at Moto Revere entitles you to membership pricing, access to the workshop or coffee bar. In order to sign up for a membership, you must fill out our membership application, attend our Foundations Course, submit your bike and billing information, complete an indemnity waiver, and attend a tour of the shop.

- Your membership 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. Additional Members working on the same bike, or additional bikes should be logged with staff and are subject to additional charges.
- Membership starts first day you use the shop or membership benefits

<b>Membership Level</b>	<b>Billy</b>	<b>Wyatt</b>
<b>Monthly Dues</b>	\$20	\$260
<b>Hourly Bench booking</b>	\$15	Included
<b>Parts Ordering</b>	10% Discount	10% Discount
<b>Term</b>	3 month minimum	3 month minimum
<b>Foundations Course and Sign-Up</b>	\$60	\$60
<b>Bike Storage (as available)</b>	\$10 / night up to 7 nights	One Bike or parts thereof incl.
<b>Parts Storage Bin</b>	n/a	One Included
<b>Day maximum bench charge</b>	\$90	n/a
<b>Courses</b>	50% off	50% off
<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>Wi-Fi</b>	Included	Included
<b>Moto Revere Swag</b>	15% Discount	15% Discount
<b>Non-Use penalty</b>	n/a	\$20/hour up to 5 hours
<b>Membership reinstatement fee</b>	\$25	n/a
<b>Cancellation notice</b>	30 days	30 days

*All prices are subject to HST.*

### **Payment**

Membership dues are due in full on the day that your membership was started. By signing up for a membership, you authorize Moto Revere to charge your credit card on file for all membership dues and charges as detailed in these Terms and Conditions. You must be a member in good standing in order to use the shop, 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 to avoid late payments and penalties. We ask for 30 days advance notice to cancel any membership. All membership dues are non-refundable.

### **Shop Use.**

- Bench use for all members must be booked in advance.
- Repeated no-show or late bookings will be subject to additional charges.
- Bench use for a lift, or to use the tools provided is billable hourly for Billy members, at a minimum 1 hour charge and is billed by consecutive 1/2 hours periods.
- Payment for Billy shop use is due after completion of the booking and is payable in cash, credit or will be charged to your account.
- Members are asked to be courteous of others using the shop and work in a designated space, while keeping their parts and tools organized and contained.
- You may not work on any bikes that you do not legally own.
- If inviting non-members into the shop, please check them in first.

### **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, or other members 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 sinks, 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.**
- Notify Staff of any empty or damaged consumables (grease, brake cleaner, etc)**
- Notify Staff of any broken or damaged tools**

**Any negligence or not following the rules will be subject to your shop use being terminated.**

### **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.
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 before your hire starts that we will have any tools you require.
13. Spare parts, 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**

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

### **Referral 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.

### **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**

Wyatt members with a bike stored at Moto Revere are subject to a 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 are required to log at least 5 hours working on their bike each month. At the discretion of Moto Revere, a penalty of \$20/hour, will be applied to your membership for each hour under the 5 hour minimum (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). There is a one-month 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 cancel 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 on premise. Any parts, tools, consumables, or motorcycles are left at your risk and are solely your responsibility. Wyatt members will be assigned a cubby for storage of parts and tools; this cubby must be kept tidy and containing your possessions. Any parts that are oversize and do not fit in your cubby MUST be labeled or are subject to disposal. Additional storage space can be rented for \$10/ bin per month. Upon 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.

### **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**

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.

**19+**

No person under the age of 19 years may be present in the workshop.

**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.

**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.