

Subscribe2Ride Unlimited Garage Member Agreement

Agreement by and between Calide,LLC, a CA Corporation, DBA Subscribe2Ride, its successors and assigns (S2R) and the undersigned "members", as designated below, pursuant to the terms hereof and the RULES AND REGULATIONS OF MEMBERSHIP which are incorporated herein.

{field id="full_name"}

{field id="spouse_member"}

MEMBERSHIP FEES

UPON EXECUTION hereof, Member(s) agrees to pay S2R, a nonrefundable Membership Entry Fee in the amount of U.S. \$xxxx.xx

PAYMENT TERMS FOR MEMBERSHIP FEES are as follows:

On the first of every month, payments are due in the amount \$xxx and will be automatically charged to the Credit Card on file or bank account with the routing number and account number you provided.

Default on payments:

If automatic payments are declined the member will be charge a late processing fee of \$25. If the monthly payment is not received by the 5th of the month, the membership will be suspended and all future reservations cancelled. If Payment is not received by the 10th of the month, the member will be removed from the program. An initial membership fee would then be required to re-enter the Subscribe2Ride program.

This membership is nontransferable.

Termination:

You agree to remain on the program and make at least 6 payments before terminating this agreement. After 6 months, this agreement can be cancelled at anytime with a 60 day notice unless sooner terminated in accordance with the RULES AND REGULATIONS OF MEMBERSHIP. This Subscription includes 10 rolling reservation on the calendar. It is not transferable to any other person.

Vehicles:

With the Unlimited Garage Membership, you have access to Can-Am Maverick R and X3 as well as Sea-Doo GTX, RXT-X, FishPro, Spark Trixx and Switch Pontoon.

BY EXECUTION OF THIS AGREEMENT

Member(s) agrees to comply at all times with the RULES AND REGULATIONS OF MEMBERSHIP which have been given to Member(s) and are a part of this AGREEMENT, including any subsequent changes to the TERMS, RULES AND REGULATIONS OF MEMBERSHIP.

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RULES AND REGULATIONS OF MEMBERSHIP

1. A Member of S2R must be 25 years of age, have signed the contract, and have successfully completed the New Member orientation all prior to being allowed to reserve or operate S2R vehicles. Member's account must be current and Member must be in compliance with all Agreement terms and Rules and Regulations in order to place a reservation. S2R may prohibit a Member from reserving or operating a S2R vehicle or may terminate the membership, in the sole discretion of S2R, if any of the following occur:

1. Member's account is delinquent
2. Misuse of alcohol or drug use (see Rule #2 below)
3. Frequent damage to vehicles, mishaps or reckless operation. Two (2) accidents in 1 year that exceed the insurance deductible are grounds for termination.
4. Failure to adhere to the Rules and Regulations, including non compliant operators.
5. Member engages in a business or activity injurious to S2R.

2. Operation of a vehicle while under the influence of alcohol or any other drug is strictly prohibited. It may result in serious injury to others and damage to the vehicles. Our insurance coverage severely restricts coverage in such instances where alcohol/drugs are involved.

3. MEMBERSHIP RESERVATIONS: Reservations can be made anytime through our Internet Reservation system. Reservations must be made at least 5 days before delivery date. S2R reserves the right to substitute, alter, or cancel vehicles that are reserved or scheduled by a Member.

A reservation is defined as one usage during a 24 hr period or 1 day. The Member shall have use of the vehicles included in the member level purchased. Each member level has a set number of Open Reservation Days that they may have in the Reservation system. Once Open Reservations are used/consumed, the Member can then make additional reservations up to the number allowed by their membership level. Reservations may be scheduled up to 12 months in advance. Selection of dates and vehicles are subject to availability and must be reserved by Member in accordance with these Rules. Scheduling will be handled on a firstcome, firstserved basis. Failure to use vehicles shall not relieve Member of any liability for payments due S2R.

4. VEHICLES AND LOCATIONS:

S2R retains the right to move, add/or reduce vehicles and S2R playground locations. S2R also retains the right to close a location on certain days due to inclement weather or reduce or close during seasons that are not conducive to riding. S2R vehicles may only be used in the continental United States and Cannot be taken out of the country.

5. DAMAGE AND INSURANCE: The Member shall be solely and exclusively responsible for any loss or damage to S2R vehicles and accessory equipment from the time that such vehicle and accessory equipment is delivered to a members location or picked up by a Member. **The insurance deductible for all vehicles is \$2500.** Members are responsible for this deductible and it will be charged to the members account immediately upon assessment of damages by S2R technicians. **A \$2500 Credit Card Pre-Authorization must be available the day before your vehicle is delivered.** This pre-authorization will be used only if damage is done to the vehicle. The Member will be sent a detailed Repair Order and charged to the credit card on file for all damage/cost incurred by S2R to restore the S2R vehicle to the same condition as originally delivered to Member. At S2R's sole discretion, Member may be denied vehicle usage until payment is received for any damage to a S2R vehicle. In addition, S2R may require the Member to attend a meeting to discuss the damage, and S2R, at its sole discretion, may take any action deemed necessary, including suspension or termination of membership. If alcohol/drugs are contributing factors in an accident there is no deductible, member is fully responsible. All S2R vehicles are insured with comprehensive and collision insurance.

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6. VEHICLE USAGE PRIVILEGES: This programs is designed for Members and their spouses as primary operators of the vehicles. Other individuals may operate S2R vehicles as long as:

A. They are over the age of 21 with valid licenses needed to operate the vehicle

B. The Member is present while the vehicle is being operated. If any incident occurs (accident/damage/etc) and the Member is not present, the insurance policy will not cover any of the damages to the vehicle or others vehicles, and Member is responsible for all expenses to repair or replace the vehicle to its condition when delivered to the Member.

7. TOWING & FUEL: S2R is not responsible for towing or recovering a vehicle due to accident or mechanical malfunction. All Members are responsible for getting the vehicle back to the location where it was dropped off, even if this mean the member will incur towing fees. Fuel for the vehicle(s) is the responsibility of the member. Vehicles will be delivered to the member with the fuel that was left in it when returned by the previous member. Empty fuel containers will be provided with vehicle(s) upon request.

8. INJURY AND DAMAGE TO PROPERTY: Member recognizes that the operation of any vehicle is a specialized activity that requires training and experience and has both obvious and nonobvious dangers associated with it. Member acknowledges that many such dangers produce risk of injury to Member, Member's passengers, and the public in general regardless of the training and experience of the operator of the vehicle and regardless of the proper maintenance and condition of the boat. Accordingly, Member knowingly accepts sole and exclusive responsibility at all times for the safety of all persons and property while operating the S2R vehicle, and all persons who may come in contact with the S2R vehicle, including Member, Member's passengers and the public in general. For purposes of personal injury claims, a Member is deemed automatically to be additional assured on S2R's vQuip policy(ies) subject to the CoAssured Clause, and will be afforded the same coverage and protection afforded S2R under such an insurance policy.

Member agrees to release, indemnify, defend and hold s2r, its officers, directors, employees and agents harmless from and against all claims, loss, damage, expense (including reasonable attorney's fees and costs and expenses of litigation) for injury or loss of any sort including bodily injury, death, property damage or other loss of any kind or nature whether known or unknown, foreseen or unforeseen, patent or latent arising from or relating to the use or operation of an s2r vehicle in violation of the membership agreement or these rules and regulations. This release and indemnification of s2r, its officers, directors, employees and agents shall extend to any injury occasioned wholly or in part by any act or omission of s2r, its officers, directors, employees and agents..

Member further understands and acknowledges that S2R is not responsible for death, injury or property loss or damages resulting from or arising out of (i) the acts or omissions of any third parties or (ii) Member's operation of the vehicle.

9. STATUS: Member's rights are for the prepaid use of S2R vehicles only, and nothing contained in this Agreement is intended or shall be construed as creating any rights of ownership, legal or equitable, in any of the vehicles or in S2R, its stock or assets.

10. COMPLIANCE WITH LAWS AND ORDINANCES: Member shall comply with all applicable governmental laws, ordinances, orders, and regulations now in force or which may hereafter be in force insofar as they pertain to the use, operation and utilization of powersports vehicles. Member shall also comply with all requirements of any insurance companies providing insurance for S2R and the rules and regulations of any marina, BLM or USFS Land or other local ordinances where the vehicles are operated by Member.

11. DEFAULT: Any of the following shall constitute an event of default with respect to this Agreement: (a) any failure by Member to pay when due the full amount of any deferred payment under obligation, debt installment, or other charge hereunder; or (b) failure of Member to abide by and adhere to the Rules and Regulations of S2R, as now in effect or as hereafter amended; or

(c) the failure or inability of the Member, as demonstrated to S2R, in its sole judgment, to operate the vehicle 1) in a safe, alert, and cautious manner, 2) exercising due caution to protect the vehicle from damage, and 3) within any operational requirements or limitations published by S2R, or (d) Members' use of a S2R vehicle in any manner that poses a nuisance upon the deserts, seas, or a substantial risk of personal injury, death and/or property damage. No waiver or indulgence by S2R with respect to any given default shall constitute a waiver of S2R's rights with respect to any subsequent default or breach.

12. REMEDIES ON DEFAULT: Upon the occurrence of any event of default by the Member, S2R may at its option (a) terminate this agreement and all membership rights of Member hereunder, and declare any and all of any portion of the Membership Initiation Fee which shall have been financed, and any finance charges accruing thereon to the date of default, and all dues and other charges that have been accrued, to be immediately due and payable; (b) terminate this agreement and all membership rights of Member arising hereunder, and S2R shall be entitled to retain as liquidated damages, and not as a penalty, all sums previously paid to S2R by Member pursuant to this agreement; (c) S2R shall have all legal and equitable remedies available in the event of any default, and shall take any such judicial action

needed at the sole discretion of S2R. In the event of any arbitration or legal proceedings brought by any party to construe or enforce the provisions of this agreement, or in the event there is any arbitration or other litigation which arises from or relates to this agreement and/or the operation of a S2R vehicle by Member, the prevailing party shall be entitled to reasonable attorney fees, costs and expenses incurred in any such arbitration or legal proceeding. Member and S2R each irrevocably and unconditionally (a) agree that any suit, action, arbitration or legal proceeding arising out of or relating to this Agreement shall be brought exclusively in Orange County, California; (b) consents to the jurisdiction of any such court or arbitrator in any suit, action or proceeding; (c) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in Orange County, California; and (d) agrees that service of any court or arbitration notice may be effected on such party by mail or in such other manner as may be provided under applicable laws or court rules of the State of California.

13. ARBITRATION OF DISPUTES: The parties to this agreement specifically agree that any dispute (whether contract, tort, statutory, or otherwise) arising under or relating in any way to (i) the rules and regulations and Membership agreement of S2R, (ii) your membership in S2R, (iii) your use of any vehicle in connection with your membership or (iv) any other dealings between you and S2R, including but not limited to any claims for money damages or for personal injury or wrongful death shall be submitted to binding arbitration in Orange County, California in accordance with the Commercial Arbitration Rules of the American Arbitration Association by a single arbitrator. The arbitrator shall be selected by S2R within twenty (20) days following the initiation of arbitration hereunder, or, absent such agreement, by appointment by the American Arbitration Association. The arbitration procedure shall be governed by the United States Arbitration Act, 9 U.S.C. §§ 116, and the award rendered by the arbitrator shall be final and binding on the parties and may be entered in any court having jurisdiction thereof.

Each party shall have discovery rights as provided by the Federal Rules of Civil Procedure within the limits imposed by the arbitrator; provided, however, that all such discovery shall be commenced and concluded within ninety (90) days of the selection or appointment of the arbitrator.

It is the intent of the parties that any arbitration shall be concluded as quickly as reasonably practicable. Unless the parties otherwise agree, once commenced, the hearing on the disputed matters shall be held four (4) days a week until concluded, with each hearing date to begin at 9:00 a.m. and to conclude at 5:00 p.m. unless otherwise agreed. The arbitrator shall use all reasonable efforts to issue the final award or awards within a period of five (5) business days after closure of the

proceedings. Failure of the arbitrator to meet the time limits of this Section shall not be a basis for challenging the award.

The arbitrator shall instruct the nonprevailing party to pay all costs of the proceedings including the fees and expenses of the arbitrator and the reasonable attorneys' fees and expenses of the prevailing party. If the arbitrator determines that there is not a prevailing party, each party shall be instructed to bear its own costs and to share equally the fees and expenses of the arbitrator.

14. JURY TRIAL: It is the intent of the parties that any dispute of any kind whatsoever between the parties to this agreement shall be settled and finally determined in arbitration before the American Arbitration Association ("AAA") in accordance with Section 15. However, in the event it is determined that a dispute between the parties is to be determined in a court of law, the parties to this agreement hereby knowingly, voluntarily and intentionally waive any and all rights they may have to a trial by jury in respect to any litigation arising out of or in connection with this agreement or arising out of or in connection with this agreement or arising or relating in any way to membership in s2r.

15. Limitations on warranties and liability: s2r makes no representations or warranties, express or implied, except those included in this agreement. Member acknowledges that all boats provided by s2r are provided "as is" without any warranties or representations of any kind, including, without limitation, warranty of merchantability or fitness for a particular purpose. In particular, without in any manner limiting the foregoing, s2r makes no representations of warranties as to the qualities, capacity, or other attributes of any of the vehicle, the use of which will or may be furnished to member pursuant to this agreement and any such representations or warranties which may be made or upon which member may rely are exclusively those of the manufacturers of said equipment. S2r shall not be responsible or liable at any time for loss or damage to personal property brought by member, or any of member's family, guests, invitees, or third party aboard s2r vehicles used by member. S2r shall not be responsible or liable to member for any defect, latent, or other defects of any type or nature in any boat or any equipment, appliances, or apparatus utilized in connection with such vehicle, nor shall s2r be responsible or liable for any injury or damage caused by or resulting from any defect, act, or omission in the construction, maintenance, operation, or use of any boat, or any equipment, fixtures, appliances, or apparatus utilized in connection with such vehicle. Member further acknowledges and agrees that member is waiving and releasing any and all claims which member could make against s2r, its parent and affiliates, or any officer, director, employee, member or agent of s2r for any personal injury or property damage arising from any defect, latent or

otherwise, in any boat or any equipment, appliances, or apparatus utilized in connection with such vehicle.

16. FORCE MAJEURE: S2R shall be excused from performance, or any delays in performance hereunder, due to fire, flood, earthquakes, hurricane, acts of God, unavailability of materials, equipment or fuel, war, declaration of hostilities, revolt, civil strife, altercation or commotion, strike, labor disputes, epidemic, lack of or failure of forklift or transportation facilities, mechanical breakdowns, any law, order, proclamation, regulation or ordinance of any government or subdivision thereof, or for any other cause whether similar or dissimilar to those enumerated, beyond the reasonable control of S2R.

17. TRANSFERABILITY OF MEMBERSHIP: Subscribe2Ride Membership and its privileges shall not be transferable by Member to any other party.

18. All amounts paid by the member pursuant to this agreement, whether by way of deposits, membership fees, installment payments, membership dues, or otherwise, are immediately earned at the time of payment, are nonrefundable and shall not be subject to claim for refund for any cause whatsoever. Furthermore s2r has an ongoing credit policy for its members. Late charges of 1.0% per month (12%apr) will be assessed on pastdue accounts, and collection charges and/or attorney's fees may be added. Dues paid via bank draft will receive a 3% discount, which is reflected in the advertised rate.

19. ASSIGNMENT OF PROCEEDS: S2R may assign its right to receive any deferred payment obligations, dues or any other sums that may be due or become due to S2R pursuant to this Agreement. Upon written notice to Member of any such assignment, all sums thereby assigned shall be payable directly to the assignee at the address designated.

20. BINDING EFFECT; ENTIRE AGREEMENT; MODIFICATIONS: If any provision of this Agreement is declared invalid or unenforceable for any reason, the remainder of the Agreement shall not be affected and shall remain in full force and effect. This Agreement is binding upon the parties hereto and their heirs, legal representatives, successors, and permitted assigns, and shall be governed by the internal substantive laws of the State of Florida without regard to any conflict of law provisions. The parties hereby agree that this instrument contains the entire agreement between the parties and there is and can be no other oral or written agreement or understanding, written or oral, unless the same is set forth in a writing signed by all parties to this agreement. Any such waiver or consent shall be effective only in this specific instance and for the specific purpose given. Notwithstanding the foregoing, the rules and regulations and membership agreement may be changed from time to time as set forth in paragraph 24. There

are no collateral understandings or agreements other than those contained herein and Member understands and agrees that there are no terms, conditions, statements, warranties, or representations, oral or written, not contained herein. This Agreement may be executed in any number of counterparts, each of which shall be deemed an original and all of which shall collectively constitute one instrument.

21. REFERRALS: If you refer a friend to the program, you will receive 1 month free on your membership as a credit. If the referral does not stay active as a member for at least 9 months, the free month will be back charged to your account when they exit the program.

22. RULES AND REGULATIONS: Member agrees to abide by the Rules and Regulations promulgated and from time to time modified by S2R.

Changes in these Rules and Regulations shall become effective upon adoption by S2R. A copy of the revised Rules and Regulations will be available at each S2R location.

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