



SOCIAL MEMBERSHIP APPLICATION & AGREEMENT

Applicant Name: _____

Referring Member's Name: _____

Address: _____

City: _____ State: _____ Zip: _____

Home Phone: _____

Cell: _____

E-mail: _____

Primary Motorcycle (year/make/model): _____

Secondary Motorcycle (year/make/model): _____

Reason(s) for joining BSM: _____

MEMBERSHIP & SERVICES (please check all that apply):

BSM Social Member \$10/month _____

TOTAL: _____

MEMBERSHIP AGREEMENT

Boulder Street Moto, a Colorado Nonprofit Corporation and [your name] _____, the entity or person identified on the signature page of this agreement ("Member"), hereby agree that Boulder Street Moto, will organize various social activities to the member primarily located in Colorado Springs, Colorado. This Agreement is a Membership and is **not a lease or any other form of tenancy agreement.**

1. Duration of Agreement & Termination. This Agreement is a Membership and shall commence on _____. This Agreement shall automatically renew 12-months from this date. The Member and Boulder Street Moto may terminate this Agreement any time with 30 days' notice. Notwithstanding the foregoing paragraph and notice period, Boulder Street Moto reserves the right to terminate invited participation at any time, immediately and without notice, if the Member fails to comply with any provision of this Agreement or Boulder Street Moto's Membership Rules and Policies, or Member Code of Conduct. Boulder Street Moto reserves the right to amend these documents from time-to-time and at its sole discretion. Boulder Street Moto will notify Member of any changes to said rules and regulations in writing and prior to such rule changes taking effect. Upon termination of this Agreement, Member shall thereafter have no further right to participate in various Boulder Street Moto social events in any manner. All advance fees, if any, shall be justly prorated and returned to Member, along with deposits, within 90 days of the termination of this agreement.

2. Description of Services. Boulder Street Moto agrees to allow Member to participate in membership-only social events throughout the year. Social Memberships do not have access to the garage, cannot use the garage facility, or store a motorcycle or parts there.

3. Member Obligations. Member shall follow all applicable Boulder Street Moto Rules and Policies. Member will follow a code of conduct so that their behavior in no way, negatively impacts the reputation of Boulder Street Moto, it's members, community partners, and vendors.

4. Fees. Member agrees to make payments on a timely basis. Failure to make monthly payments will result in termination of this Agreement and revocation of Member's social membership. In addition, Member shall pay all reasonable third-party fees (attorney's fees and debt collection fees specifically included) and other costs incurred by Boulder Street Moto in connection with any late payments or past due amounts. All applicable fees are due on the 1st of each month and automatically drafted from the member's bank account or credit card.

5. Cancellation Policy. All membership terms are for 12-months, paid monthly. Memberships will auto-renew upon the anniversary date unless the member notifies Boulder Street Moto in writing 30-days prior to renewal date. There is no early cancellation penalty. However, if member cancels membership and decides to re-join within 12-months of cancellation, a one-time \$60 re-join fee will be charged.

6. Risk of Use. Member acknowledges that he/she is participating at his/her own free will and decision. Member acknowledges that Boulder Street Moto does not have any liability with respect to Member's participation. Boulder Street Moto and Nor'Wood Development, Inc., and it's respective board members, employees, volunteers, instructors, agents, contractors and officers shall not, to the extent permitted by law, be liable for, and the Member waives all right of recovery against Boulder Street Moto and Nor'Wood Development, Inc., and such individuals for any damage or claim with respect to any injury to person or damage to, or loss or destruction of, any property of Member, it's contractors, employees and invitees due to any act, omission or occurrence in or about Boulder Street Moto or the Building. Except for gross or willful misconduct by Boulder Street Moto, Member agrees to indemnify, defend, protect and hold Boulder Street Moto and its respective board members, employees, volunteers, instructors, agents, contractors and officers harmless from and against all claims of whatever nature arising out of Member's participation with Boulder Street Moto.

7. Relationship of the Parties. Member is not an employee or contractor of Boulder Street Moto. Boulder Street Moto has no right to work produced by Members or guests working at Boulder Street Moto.

8. Partial Invalidity. If any one or more of the provisions of this Agreement shall be invalid or unenforceable, the remainder of this Agreement shall not be affected, and each remaining provision shall be valid and enforceable to the fullest extent permitted by law.

10. Waiver. No delay or omission on the part of Boulder Street Moto in exercising any right under this Agreement shall operate as a waiver of such right or of any other right of Boulder Street Moto, nor shall any waiver of such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion. The acceptance by Boulder Street Moto of any payment, or of a sum less than is due, shall not be construed as a waiver of any of Boulder Street Moto's rights unless such waiver is in writing.

11. Non-Discrimination Policy. Boulder Street Moto does not promote or discriminate against any person, population group, or organization with regard to categories protected by applicable United States law. These include, but are not limited to race, color, religion, sex, gender expression, physical appearance, language, education background, national origin, age, disability, and veteran status.

12. THIS AGREEMENT IS NOT A LEASE AND DOES NOT CREATE OR REFLECT ANY FORM OF TENANCY OR INTEREST IN REAL PROPERTY IN FAVOR OF MEMBER. This agreement is subject to a lease by and between Boulder Street Moto and Nor'Wood Development, LLC. This agreement shall terminate simultaneously with the termination of said lease. This agreement shall be governed by, interpreted and enforced in accordance with the laws of the State of Colorado.

Social Membership Rules and Policies

1. Garage Usage: Social Members cannot use the garage facility at any time.

2. Garage Access: Social Members do not have access to the garage outside of special events.

3. Security: The security system can only be accessed and managed by regular Boulder Street Moto Garage Members.

4. Tools and Tool Usage: Tool usage is not permitted by Social Members.

5. Motorcycle Storage: Social Members cannot store their motorcycle(s) at the garage.

6. Theft or Damage: Boulder Street Moto is not responsible for damage to, or theft of, any member's personal property to include, but not limited to, motorcycles, tools, parts, or supplies.

7. Shared Building: The Boulder Street Moto shares the building with another tenant and members are expected to respect this tenant's space (unnecessary noise, etc.), as well as the shared bathroom.

8. Guest Policy: Social Members must obtain permission from a current Boulder Street Moto High Council Member before bringing a guest to any member-only event. Social Members are responsible for their Guests and their actions at all times.

9. Minors: Social Members are not allowed to bring any minors 18 years and under to any member-only event.

10. Special Events: Scheduling of events may be done throughout the year by Boulder Street Moto and members will be notified in advance whenever possible.

11. New Member Orientation. Social Members are not required to participate in a New Member Orientation.

Social Member Code of Conduct

- All members and guests must follow the Code of Conduct.
- Boulder Street Moto may ban anyone who violates the Code of Conduct from the premises.
- Always leave the space better than you found it. This includes helping to clean-up after special events. Remember that The Boulder Street Moto has no staff, just volunteers and members.
- Everyone must sign a liability waiver.
- No pets allowed in the building. Exception, dogs are allowed on a case by case basis.
- It is the responsibility of each member to help enforce the Code of Conduct. If someone is violating the Code of Conduct politely explain to them why their behavior is not acceptable. Egregious violations should be reported Boulder Street Moto.
- Bring your attention, your common sense, and your common courtesy any and every time you come to any Boulder Street Moto event.
- Volunteer. There will be many opportunities for the members of the Boulder Street Moto to volunteer for projects/events that will benefit the entire garage.
- Pay your dues. Boulder Street Moto must pay for rent, insurance, tool replacements, member supplies, toilet paper, etc.

I agree that in order to be a Social Member of Boulder Street Moto, I must be a member in good standing. Members in good standing must meet all requirements specified in this document, must complete and sign a Membership Application, all applicable waivers, and be current with all dues and fees. I understand that failure to comply with the Code of Conduct or any other published rules and policies may result in termination of membership. I recognize that the Code of Conduct does not establish a complete set of rules covering every aspect of appropriate behavior and that any behavior deemed to be inappropriate will be reviewed and could result in membership termination. I understand that annual renewal of membership is not guaranteed.

I have read this form and have agreed to all of its terms.

Signature: _____

Date: _____

AUTHORIZATION AGREEMENT FOR PREAUTHORIZED PAYMENTS

I (we) hereby authorize **BOULDER STREET MOTO** to initiate **DEBIT** entries to my (our) **CHECKING / SAVINGS** (circle one) account indicated below on a **MONTHLY / ANNUAL** (circle one) basis in the amount of \$_____ for the purpose of Boulder Street Moto Membership. If applicable, this agreement will terminate on the 12-month anniversary date of the first draft for my membership, or until I cancel my Boulder Street Moto Membership.

Bank Name: _____

Branch: _____

City: _____ State: _____

Routing Number: _____

Account Number: _____



I understand that this authorization will remain in effect until I cancel it in writing, and I agree to notify Boulder Street Moto in writing of any changes in my account information or termination of this authorization at least 15 days prior to the next billing date. If the above noted payment dates fall on a weekend or holiday, I understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, I understand that because these are electronic transactions, these funds may be withdrawn from my account as soon as the above noted periodic transaction dates. In the case of an ACH Transaction being rejected for Non-Sufficient Funds (NSF) I understand that Boulder Street Moto may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$_____ charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. I acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. I certify that I am an authorized user of this bank account and will not dispute these scheduled transactions with my bank; so long as the transactions correspond to the terms indicated in this authorization form.

NAME _____
(Account Holder's Name)

SIGNATURE _____
(Account Holder's Signature)

DATE _____