



BSM SUPPORTER AGREEMENT

Section 1 – BSM Supporter Agreement

Boulder Street Moto, a Colorado Nonprofit Corporation and all BSM Supporters hereby agree that Boulder Street Moto, will organize various activities for the BSM Supporter, primarily in Colorado Springs, Colorado. This Agreement is not a membership and is **not a lease or any other form of tenancy agreement**.

1. Duration of Agreement & Termination. This Agreement shall commence when this application is approved and the applicant receives a BSM Welcome Letter (via email). This Agreement shall automatically renew 12-months from this date. The Supporter 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 Supporter fails to comply with any provision of this Agreement. Upon termination of this Agreement, Supporter 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 prorated and returned to Supporter within 90 days of the termination of this agreement.

2. Rules and Policies. Member agrees to follow the current published Boulder Street Moto rules Membership Agreement, Membership Rules and Policies, Member Code of Conduct, Release of Liability, Authorization for Preauthorized Payments, and the Oath of Coolness. Boulder Street Moto reserves the right to amend these documents from time-to-time at its sole discretion. These documents are published on the Boulder Street Moto website and members will be notified via text or email when these documents are modified and/or updated.

2. Description of Services. Boulder Street Moto agrees to allow Supporter to participate in designated events throughout the year. BSM Supporters do not have access to the garage, cannot use the garage facility, visit the garage without being accompanied by a regular BSM member, or store a motorcycle or parts there.

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

4. Fees. Supporter 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 support privileges. In addition, Supporter 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 agreement terms are for 12-months, paid monthly, and will auto-renew upon the anniversary date unless the Supporter notifies Boulder Street Moto in writing 30-days prior to renewal date. There is no early cancellation penalty. However, if Supporter cancels and decides to re-join within 12-months of cancellation, a one-time \$60 re-join fee will be charged.

6. Risk of Use. Supporter acknowledges that he/she is participating at his/her own free will and decision. Supporter acknowledges that Boulder Street Moto does not have any liability with respect to Supporter's participation. Boulder Street Moto and Nor'Wood Development, Inc., and its 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 Supporter, its 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, Supporter 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 Supporter's participation with Boulder Street Moto.

7. Relationship of the Parties. Supporter 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 SUPPORTER. 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.

Section 2 - BSM Supporter Rules and Policies

1. Garage Usage & Access: BSM Supporters cannot use the garage facility at any time and do not have access to the garage outside of designated special events.

3. Security: The security system can only be accessed and managed by regular Boulder Street Moto Garage Members (not Supporters).

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

5. Motorcycle Storage: BSM Supporters 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: BSM Supporters must obtain permission from a current Boulder Street Moto High Council Member before bringing a guest to any member-only event. BSM Supporters are responsible for their Guests and their actions at all times.

9. Minors: BSM Supporters 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. Firearms: firearms are not permitted inside the Boulder Street Moto garage facility or anywhere on its surrounding property unless the individual possesses a valid conceal-carry permit with the State of Colorado.

Section 3 - BSM Supporter Code of Conduct

- All BSM Supporters and their guests must follow the Code of Conduct.
- All BSM Supporters are expected to demonstrate Boulder Street Moto's core values: acceptance of others, welcoming diversity, promoting inclusion, and celebrating our unique differences.
- 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 Release of Liability.
- No pets allowed in the building. Exception, dogs are allowed on a case-by-case basis.
- It is the responsibility of each BSM Supporter 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's High Council (the board).
- 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.

In order to be a Supporter of Boulder Street Moto, I must be in good standing. Supporters in good standing must meet all requirements specified in this document, must complete and sign a BSM Supporter Application, all applicable waivers, and be current with all dues and fees. Supporters understand that failure to comply with the Code of Conduct or any other published rules and policies may result in termination of membership. Supporters 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 termination. Supporters understand that annual renewal is not guaranteed. Supporters have read this form and have agreed to its terms.

Section 4 – BSM Supporter Release of Liability

Supporters, hereinafter referred to as the "Participant", for the Participant's self and for the Participant's estate, heirs, representatives and assigns do hereby grant the following waiver, release of liability, and indemnity to Boulder Street Moto, Inc., its representatives, its officers, and its members (hereinafter known collectively as "BSM"). By the Participant's signature hereunder the Participant affirmatively states and confirms that the Participant understands and agrees that act of riding and/or mechanically working on a motorcycle inherently may carry risk of injury, death and/or property loss. The Participant agrees to and hereby assumes the risk of all such dangers and losses while participating in the riding of any motorcycle or mechanically working on any motorcycle, with BSM and the Participant, for the Participant's self and for the Participant's estate, heirs, representatives and assigns, further agrees to hold harmless and release BSM from any and all liability for any injury, death and/or property loss that the Participant may suffer during or as a result of riding with or mechanically working on a motorcycle with BSM.

The Participant hereby agrees to indemnify BSM and hold BSM harmless from any and all cost or loss resulting from any injury or property loss, or other negligence, caused by the Participant which occurs as a result of the Participant's riding of a motorcycle or mechanically working on a motorcycle, with BSM, including, without limitation, all claims, losses, demands, actions, causes of action, costs, loss of service, expenses, damages, judgments, and execution that the Participant may have had, now has, or may have, against BSM.

If the Participant, at the time of signing this Release of Liability, is not a current member of BSM, the waiver, release, and indemnity shall run for the duration of the time that Participant is riding a motorcycle or mechanically working on a motorcycle with BSM. For current members of BSM, this waiver, release, and indemnity will remain valid and enforceable for the entire time that Participant's membership in BSM is current.

Participant acknowledges that he/she has procured the proper vehicle insurance so as to be compliant with current Colorado law and that he/she is procured the proper license so as to operate a motorcycle legally on the streets of Colorado. If mechanically working on a motorcycle, Participant always acknowledges that when he/she is on BSM premises, he/she must be accompanied by a current member of BSM.

Section 5 - Authorization Agreement for Preauthorized Payments

Supporters hereby authorize **BOULDER STREET MOTO** to initiate **DEBIT** entries to their accounts on a **MONTHLY** basis in the amount listed on page 1 of this BSM Supporter Agreement for the purpose of Boulder Street Moto Support. If applicable, this agreement will terminate on the 12-month anniversary date of the first draft following application approval, or until Supporters cancel their Boulder Street Moto Membership by providing 30-days written notice.

Participants understand that this authorization will remain in effect until canceled in writing, and agree to notify Boulder Street Moto in writing of any changes to 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, Supporters understand that the payments may be executed on the next business day. For ACH debits to my checking/savings account, Supporters 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) Supporters understand that Boulder Street Moto may at its discretion attempt to process the charge again within 30 days, and agree to an additional \$15 charge for each attempt returned NSF which will be initiated as a separate transaction from the authorized recurring payment. Supporters acknowledge that the origination of ACH transactions to my account must comply with the provisions of U.S. law. Supporters certify that they are an authorized user of their bank account and will not dispute these scheduled transactions with their bank; so long as the transactions correspond to the terms indicated in this authorization form.