



Last Call Drivers Membership Agreement

The following shall constitute the agreement between Last Call Drivers, Inc. ("LCD"), located at 1 East Camelback Road, Suite 400, Phoenix, Arizona 85012, on the one hand, and the person identified below ("Member"), on the other, with regard to membership in LCD's driving service (the "Service") on the following terms and conditions (the "Agreement"):

1. **MEMBERSHIP.** Member hereby subscribes to become a member of the Service. The Service consists of LCD sending one car and two drivers (collectively, the "Driver") to pick up Member at a specified location and to drive Member and his/her guests to his/her home in Member's own car. If Member has guests in need of separate drop-off(s) at other locations, Driver shall drop them off as well, subject to his sole discretion, for an additional fee per location as described below (up to a maximum of 4 guests/locations). Member will pay LCD a monthly membership fee according to the membership package prices in section 2 below. In addition, Member will pay the Driver a gratuity in the minimum amount of Forty Dollars (\$40) each time the Service is provided and an additional \$25 for each additional drop-off location (for guests of Member). All gratuities shall be provided to Driver in full at the time of pick-up (or charged to Members account). Member acknowledges that this agreement begins on the date signed and remains in effect for the term of one year and that cancellation of this agreement requires 30 days notice.

2. **MEMBERSHIP PACKAGE.** Member will choose from one of the packages listed below:

- **Individual Membership:** \$49.00/Month (or \$550/year)
Covers Member at any location to be taken to any location as many times as Member would like.
- **Joint Membership:** \$79.00/Month (or \$900/year)
Covers Member and a friend or spouse separately at any location to be taken to any location as many times as Member would like during the month.
- **Restaurant/Bar Membership:** \$249.00/Month (or \$2900/year)
Covers all of Member's customers—unlimited pickups from Member's establishment. The customer just pays the tip.
- **Corporate/Group Membership:** \$489.00/Month (or \$5700/year) (up to 15 employees)
Covers up to 15 of Member's employees at any location to be taken to any location as many times as they would like.

3. **MEMBER WARRANTIES AND REPRESENTATIONS.** Member hereby represents, warrants, agrees and authorizes that:

- A. Member is the rightful owner, lessee or caretaker of the vehicle/s listed below (the "Vehicle");
- B. Driver is permitted to drive Member's Vehicle for the purposes set forth in this Agreement
- C. The Vehicle will have sufficient fuel to reach all drop-off location(s);
- D. Member shall pay Driver a minimum gratuity of Forty Dollars (\$40) for each drop-off and a minimum gratuity of Twenty-five Dollars (\$25) for each additional drop-off for passengers other than Member.
- E. Member shall pay any and all expenses required to get Member's Vehicle to its destination, including but not limited to: (i) fuel costs if Driver, in his or her sole discretion, concludes that the Vehicle has insufficient fuel to reach the desired drop-off point(s); (ii) towing or other emergency roadside expenses resulting from mechanical failure of the Vehicle; and (iii) parking and or valet fees;
- F. Member shall pay a \$45 cancellation fee for failure to show at pre-arranged pick-up point. Failure to show will be determined if Member has not met Driver within 30 minutes of Driver arriving at location and/or making contact with Member;

G. If additional time is needed by Member (beyond 30 minutes), a \$5 fee will be assessed for every 15 minutes to a maximum of \$20 per hour waiting. Time will be counted after the first 30 minutes.

H. Member shall obey all civil and criminal laws, including but not limited to, avoiding all unnecessary physical contact with Driver, and all open container and seat belt laws;

I. Vehicle's registration, insurance and license tags are current; and that the vehicle is covered by a fully comprehensive insurance policy;

J. Vehicle is maintained in good working condition and in compliance with all applicable laws and has no defects or conditions that may cause the Vehicle to be unsafe to drive;

K. No contraband, substances or other items which are illegal for transport are concealed or within the Vehicle.

L. LCD and/or Driver are permitted to seek emergency medical care in the event Member is injured or becomes ill during transport from the pick-up location to the drop-off location;

4. EMERGENCY CONTACT. Member hereby provides the name and phone number for an emergency contact person:

In the event that an emergency arises, Member authorizes LCD and/or Driver to attempt to contact the person named above.

5. RIGHT TO REFUSE SERVICE. LCD and Driver reserve the right to refuse to provide the Service to Member or to any other person if, in Driver's sole discretion, such service would be unsafe to Driver because: (a) Member or a guest is impaired to the point of unconsciousness; (b) Member or guest is armed, belligerent, violent, verbally or physically threatening or abusive; (c) the Vehicle is unsafe to drive; or (d) any other facts or circumstances relevant to Driver's safety, as determined in Driver's sole discretion.

6. SERVICE SUBJECT TO AVAILABILITY. LCD provides its Service subject to availability and assumes no liability should all Drivers be booked at the precise time when Service is requested.

7. RELEASES. Member hereby: (a) releases LCD, its officers, employees, agents, Drivers and/or any other person acting on its behalf from any and all liability, including negligence, for any injury, including death or property damage that may occur in connection with the Service; and (b) agrees not to initiate any legal proceedings against LCD, its officers, employees, agents, Drivers and/or any person acting on its behalf with respect to any such claims or damages, which Member is releasing. Member is aware that various risks are involved in the Service. Such risks include, among other things, the travel risks associated with riding in a vehicle and giving control of a vehicle to another person. Despite these and the other risks, Member wants this service and is willing to agree to personally bear such risks, assuming full responsibility for any harm or damage that may result.

8. LIMITATION ON DAMAGES. Without limiting the preceding paragraphs above, LCD's and its Drivers' liability for failure to perform under this Agreement or for injury or damage will be limited to Five Hundred Dollars (\$500). In no event shall LCD or its Drivers be liable for any special, consequential, exemplary or punitive damages.

9. INDEMNIFICATION. Member shall indemnify, defend and hold LCD, its officers, employees, agents, Drivers and/or any person acting on its behalf harmless from and against any and all losses, liabilities, damages, fines, penalties and expenses (including attorneys' fees) arising from or resulting from any breach of the representations, warranties or covenants contained in this Agreement.

10. ACCEPTANCE. LCD will be deemed to have accepted this Agreement, without execution, upon the acceptance of payment of membership fees. The parties acknowledge and confirm that they have participated jointly in the review of this Agreement.

11. THIRD PARTY BENEFICIARY. Each Driver is hereby designated as a third-party beneficiary of this Agreement.

12. BINDING WAIVER. Member fully intends and understands that the waiver of liability and hold harmless provisions of this Agreement shall be binding upon Member's family, heirs, assigns, and/or personal representatives.

13. SOPHISTICATION OF PARTIES: Each party to this agreement represents that it is a sophisticated party capable of understanding all of the terms of this agreement, that it has had an opportunity to review this agreement, and that it enters this agreement with full knowledge of the terms of the agreement. Member acknowledges and agrees that at the time Service is requested, Member may be intoxicated. Accordingly, Member hereby affirms that this Agreement and the waivers and releases contained herein are binding on Member and will continue to be binding, notwithstanding the fact that Member may be intoxicated at the time he or she requests the Service.

14. MISCELLANEOUS. This Agreement constitutes the entire understanding of the parties with respect to the subject matter hereof, and all prior and contemporaneous representations, negotiations and agreements between the parties are superseded and replaced hereby. There are no oral or written representations, agreements, understandings or circumstances which modify any of the provisions hereof. This Agreement shall be governed by the laws of the State of Arizona without regard to the conflict of laws provisions thereof, and may be amended only in a writing signed by both parties. No rights of any party hereunder may be waived except by a writing signed by the party to be charged with such waiver. If any provision of this Agreement is determined to be illegal or unenforceable by an arbitrator or a court of competent jurisdiction, this Agreement shall remain valid as though such provision had not been contained herein.

By accepting this agreement electronically, Member acknowledges that he or she has read and understood this Agreement and agrees to be legally bound by its terms.