

Surety Bond

Updated December 18, 2013

BETWEEN Surety

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

PREVIOUS ADDRESS: _____

(If you have been living at your current address for less than 2 years)

HOME TEL.: (_____) _____ OTHER TEL. (specify) _____ (_____) _____

OCCUPATION / PROFESSION: _____ EMPLOYER: _____ (_____) _____

EMAIL: _____ DRIVER'S LICENCE #: _____

hereinafter called the "Surety"

AND Member

FIRST NAME: _____ LAST NAME: _____

ADDRESS: _____

CITY: _____ POSTAL CODE: _____

HOME TEL.: (_____) _____ OTHER TEL. (specify) _____ TEL: (_____) _____

OCCUPATION / PROFESSION: _____ EMPLOYER: _____ TEL: (_____) _____

EMAIL: _____ DRIVER'S LICENCE #: _____

hereinafter called the "Member"

AND Communauto Inc.,

1. DEFINITIONS

In this contract, the following definitions apply.

- a) **Surety:** the person who agrees to be held liable for any debts incurred by the Member toward *Communauto* (the Surety must be a minimum of 25 years old as of the date the contract is signed);
- b) **Member:** the person registered as the Member and, when not otherwise stipulated in this Contract, the Joint-Member;
- c) **Joint-Member:** the person registered as the Joint-Member as specified in the Membership Contract;
- d) **Contract:** this Surety Bond;
- e) **Membership Contract:** the *Communauto* membership contract and its appendices;
- f) **Regulations:** all the rules of operation contained in the Rules and Regulations for the use of vehicles and its appendices, as well as any other guidelines issued from time to time by *Communauto* to ensure the proper operation of the service.

2. PURPOSE OF THE CONTRACT

- 2.1 This contract is a Surety Bond and does not in itself confer to the Surety any right of use of *Communauto's* vehicles.

3. INVOICING

- 3.1 **Modalities**
Members are billed monthly for the use of vehicles and for any penalties incurred under Appendix 1 of the Regulations. Invoices are due in full upon receipt.
- 3.2 **Collection**
The Member or, in case payment by the Member is impossible, the Surety consents to pay to *Communauto* all fees incurred in recovering any amounts owed to *Communauto* as well all other fees (collection or other expenses) resulting from the application of the terms and conditions specified in the Membership Contract and in the Regulations.

4. LIABILITY

4.1 Declaration

The Surety hereby declares himself liable for any debts incurred by the Member toward *Communauto* and for any claim or other action *Communauto* might take against the Member or the Surety.

4.2 The Surety specifically renounces the benefit of division* and the benefit of discussion** as provided by the Civil Code of Quebec.

5. TERM AND TERMINATION OF THE CONTRACT

5.1 The minimum term of the contract is one (1) year; after that time, the Contract shall remain in force for an indeterminate period.

5.2 After the minimum term of this contract, the Surety or the Member can terminate it at any time by giving three (3) months' written notice.

5.3 If the Member's credit file has not improved sufficiently by then to eliminate the need for a Surety Bond, according to *Communauto's* assessment, the Member is required to find a new Surety and have him approved by *Communauto*. Unless this is accomplished within the time set forth by *Communauto*, the date of receipt of the Contract termination notice will serve as the date of receipt of a Membership Contract termination request by the Member.

5.4 In case of bankruptcy by the Surety or in case of deterioration of his credit file, *Communauto* reserves the right to withdraw, without prior notification, the Member's right to use its services; in such a case, the Member is required to find a new Surety and have him approved by *Communauto*. Unless this is accomplished within the time set forth by *Communauto*, the Member's Membership Contract can be terminated without further notice or official notification.

5.5 For any credit file review or for the approval of a new Surety, *Communauto* reserves the right to bill the general administrative fees then provided by the Regulations; these fees apply for each credit file review.

6. FINAL PROVISIONS

6.1 Gender and Number

Where required by the context, the masculine gender used herein includes the feminine and vice-versa and the singular includes the plural and vice-versa and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.

6.2 Explanations and Comprehension

The Surety and the Member declare to *Communauto* that they have received all reasonable explanations required of the content of this Contract and that they have taken all reasonable and prudent measures to ensure that they have correctly understood each and every one of their commitments and obligations.

In the event that the French and English versions of this Contract do not concur, the French version shall prevail.

6.3 Applicable Laws

This Contract is governed by the laws in force and applicable in the Province of Quebec and shall be interpreted according to I hereby authorize *Communauto* to proceed to a credit check : yes those laws.

* Benefit of Division: principle according to which the Surety could attempt to evade his commitment by forcing *Communauto* to obtain payment of part of the debt from the Member himself rather than from the Surety.

** Benefit of Discussion: principle according to which the Surety could require that *Communauto* take action against the Member first before doing so against the Surety.

I hereby authorize *Communauto* to proceed to a credit check :

IN WITNESS OF WHICH, the parties have signed in _____, this _____ day of _____ 20 _____

SURETY

MEMBER

ATTACH TO THIS CONTRACT:
Photocopy of the Surety's driver's licence