



Dallas:	214.224.0442
Fort Worth:	817.231.0788
Fax:	817.838.6672
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**MEMBERSHIP APPLICATION**

**RETURN BY FAX TO 817.838.6672 OR CALL 817-231-0788**

This form is also printable as a PDF, which you can fax or mail in.

**NAME AND CONTACT INFORMATION**

_____ Last Name	_____ First Name	_____ Date of Birth	_____ Home Phone	_____ Cell Phone
_____ Street Address		_____ City, State	_____ Zip	_____ Email Address
_____ Business Name	_____ Business Street Address	_____ City, State	_____ Zip	_____ Office Phone

\_\_\_\_\_  
Referring Party

\_\_\_\_\_  
HOW DID YOU LEARN OF US?

**DRIVER'S LICENSE, INSURANCE AND CREDIT CARD INFORMATION**

Please fax a copy along with the completed application.

_____ Driver's License No.	_____ State Issued	_____ Date Expires		
_____ Insurance Carrier	_____ Policy Number	_____ Policy Expiration	_____ Agent Name	_____ Agent Phone Number
Circle Card Type: AMEX MC VISA DISC				
_____ Credit Card Number	_____ Date Expires	_____ Security Code On Card	_____ Phone Number on Card Back	

**AUTHORIZATION - BY SIGNING BELOW YOU AUTHORIZE DFWELITECARCLUB.COM, ITS EMPLOYEES OR AGENTS TO CHARGE ALL REQUIRED FEES UNDER MEMBER CONTRACT TO YOUR CREDIT CARD AND/OR TO CHECK IDENTITY, EMPLOYMENT, LICENSE, DRIVING RECORD, CREDITWORTHINESS, INSURANCE COVERAGE/LIMITS, CRIMINAL RECORD AND ANY SUCH CRITERIA AS THE COMPANY MAY DEEM NECESSARY. MEMBERSHIP WILL BE CONFIRMED UPON SUCCESSFUL COMPLETION OF CHECK(S) AND DEPOSIT. THIS FORM AUTHORIZES YOUR INSURANCE AGENT AS SHOWN ABOVE TO CONFIRM COVERAGE NEEDED.**

_____ Signature	_____ Date
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\_\_\_\_\_  
Initials I've read, and agree to, the terms and conditions as stated below.

# Terms and Conditions of Car Club Membership

## Car Club Membership & Insurance Requirements

- Car Club Member(s) must be at least twenty five (25) years of age. Under certain conditions, we may consider drivers as young as 21, please inquire. Additional underwriting, including driving record and background checks may be required, and an additional damage deposit is required. Also, there is a 50 non refundable underwriting fee for those under 25 to help offset the administrative cost of research to determine eligibility.
- Car Club Member and Driver Requirements: Members(s) and driver(s) must have a valid U.S. driver's license. All authorized members and drivers warrant and represent that during the past three (3) years: (a) their drivers license has not been suspended, revoked or refused for any reason; (b) they have not been fined, convicted or forfeited bail for driving while under the influence of alcohol or drugs and (c) they have not been cited for failure to report an accident or failed to remain at the scene of the accident. We reserve the right to perform a state background and driving record check of any applicant or to request a credit report, as part of our approval process at our expense. Driver must have a valid major credit card for purposes of deposit, vehicle use, fuel, damage, and any other charges. All charges will be processed, not just reserved and credits will be issued when applicable. All membership charges must be paid for by credit card on the first of each month.
- Insurance Requirements: Member(s) and driver(s) must have valid automobile insurance with minimum bodily injury per person limits of \$300,000, minimum bodily injury per accident limits of \$300,000, and minimum physical damage or property damage limits of \$100,000 for damage to the vehicle. The member(s) and driver(s) insurance will be primary for any third party damages in addition to any damages to the vehicle while under the terms of this agreement. Failure to verify insurance will result in cancellation of member reservation with applicable charges. Coverage will be confirmed and verified by our agents. If DFW Elite Car Club.com agents cannot verify that a member has adequate insurance coverage or that the policy supplied remains in force, the club will suspend the member's privileges to drive any car club vehicles. Furnishing such proof is the sole responsibility of the member, and the member remains liable for membership dues during the period of suspension. We reserve the right to raise the limits on select vehicles.
- The State of Texas regulates and taxes car clubs as rental agencies and the member acknowledges that all use of vehicles is governed by this contract, which is a rental contract.

## Car Club Hours of Service:

- Office & showroom Hours: Monday through Friday, 8am - 6pm.
- Weekends, evenings and holidays are by appointment only. Please contact us for details. We have a full time car club director committed to your satisfaction.
- Upon receipt of your reservation request from our web site, we will contact you within four hours on weekdays to gather additional information if needed.

## **Car Club Fuel Requirement:**

- Vehicles are to be returned with the gas gauge registering the same or greater level than when received by the member. The vehicle must be filled with the required 91 octane (premium) fuel (unless otherwise specified or diesel powered). A refueling charge will apply for any car returned without the proper fuel level. We charge the actual fuel cost in dollars, charged to the credit card on file, plus a fuel surcharge in points that depends on your level of membership as shown in the member terms table.

## **Car Club Annual Commitment, Points and Club Dues**

- Car Club members must furnish a credit card for a security deposit at the inception of their commitment. The deposit will be processed and held in the customer's account. At membership inception, there will be an initiation fee (this may be reduced or waived for certain qualified applicants), and then the first of 12 monthly payments "dues". Following acceptance as a member, the dues will be charged to the member's card on or about the first of the next 11 months.
- Car Club Members can prepay their annual dues at any time and obtain all of their points. Some members, especially corporate members, prepay so they get enough points for a given use cycle. Points can be prepaid under a membership, or can be purchased at the rate for a given tier, at any time. Extra points purchased cannot be construed as fulfilling a membership annual commitment, so always tell us how you want to pay for extra points, by either prepaying future fees, or just buying extra points. In any case, the annual commitment must be honored, as determined by dues, not by time.
- Car Club Members will be given points to use towards their use of vehicles and or other services and products, with each payment. These points will be credited to the account, and then removed from the account with each transaction. Members will receive a statement each month showing their balance. Points not used will accumulate into future months. At the end of the annual commitment, the member will have 60 days to use their points, unless they renew their membership. Points have no cash value and may not be redeemed for cash.
- Car Club Members must be in good standing to use the club's vehicles, services and products. To be in good standing, a member must be current on their dues, have no outstanding unresolved vehicle damages, have no other material violations of club policies and have verifiable insurance. The member must also maintain a satisfactory driving record.
- Points are transferable to other qualified club members with the approval of, and at the sole discretion of, the club director. Members in default are not permitted to transfer points. Financial considerations on such transfers are to be handled between members.
- All fees are taxable by the State of Texas at a 10% car rate.
- Unless otherwise notified membership will renew at end of the term.
- \$1.00 = 1 point
- Silver package pays \$1000 month and receives a 25% discount on rentals
- Gold package pays \$2000 month and receives a 30% discount on rentals
- Platinum package pays \$3000 month and receives a 35% discount on rentals

## **Car Club Driving Area Limitations:**

- Vehicles may only be driven within a 150 mile radius of the Dallas Fort Worth Metroplex (unless otherwise approved by DFW Elite Car Club.com (hereinafter referred to as The Company). We routinely approve trips outside the area. Please let us know so we can accommodate your request.
- Vehicle use rates are applied for each day of the car use including mileage as shown on the web site. Additional mile charges are applicable to specific vehicles (see vehicle rates on the web site for specific vehicle mileage charges).
- The Company reserves the right to use GPS tracking for security purposes only. Tracking data will not be divulged to a third party, except by court order.
- Vehicles generally have a limit on mileage included in the usage points, as shown on the web site. Excess mileage is charged at the rate shown on the web site, and is subject to change, based on usage patterns, depreciation and other costs.

## **Car Club Restrictions of Operation:**

- Cars may not be operated by anyone who has not been approved and listed by us, is not licensed to drive, or whose license has been suspended or restricted.
- Cars may not be used for any purpose in violation of state or federal laws.
- Cars may not be used for commercial purposes such as towing, for hire services, or any use not approved by The Company.
- Use of vehicle for speed tests, speed contests, street races, rally, speed endurance contests, any timed event and/or speed demonstrations is strictly prohibited.
- Cars are not approved for off-road use.
- Cars may not be driven in violation of posted limits.
- The Company prohibits smoking in club vehicles. If you return a car smelling of smoke, there will be a 450 point cleaning fee as well as charges for any additional damage to the interior.
- In the event of a violation of the car club annual commitment agreement and use contract, we reserve the right to remotely disable and retrieve the vehicle. Full usage fee as well as pick up and delivery charges will apply in the event of such action.

## **Car Club Damage Policies and Deposits:**

- A security deposit equal to one (1) month's membership rate will be required. Any damages or other charges will be charged to the member's credit card on file. If for any reason the credit card cannot be processed, payment for damages must be received within 10 days of notice. If payment is not received within 10 days, we reserve the right to deduct them from this deposit. Use of vehicles will be suspended until the deposit is restored. The member's other responsibilities under the annual commitment, including future membership fees will still be in effect. Security deposits WILL NOT be applied to subscription or usage fees, but will be refunded within the 60 days from the end of the customer's

membership commitment. If there is no damage or other outstanding issues with the customer's account.

- Car Club Member is responsible for all parking, traffic, and speeding tickets as well as any violations issued while the vehicle is being used under the car club member agreement and must pay for any fees, penalties, towing charges, or impound costs if the costs were incurred during the vehicle usage period. We reserve the right to hold security deposits for a period not to exceed 60 days following completion of membership commitment or for an extended period if damage estimates are not able to be accurately determined within the 60 day period. Member will be notified if the deposit is being held after a 30 day period, including reasons for the hold, and estimated charges if known. Such items, if billed to The Company or discovered after the vehicle has been returned, will be billed to the member and/or charged to the member's credit card (at our sole discretion) and are due in full upon receipt. A \$50 processing fee will be added.
- Car Club Member is responsible for all damage to any club vehicle while in member's possession, regardless of fault, including acts of nature or God. All costs of damages are the member's responsibility, regardless of whether member's insurance pays for said damage. In the event the member's insurance has not paid for the damage within 30 days of the vehicle's return by the member, we reserve the right to charge member's credit card and/or require payment from the member. We do not offer a waiver or other coverage's.

## **Car Club Cancellations:**

- Upon confirmation of reservation, The Company will charge the member's credit card or points for the amount stated on the terms and conditions grid for cancellation. To protect your interests we do provide "Bad Weather" protection. Bad weather protection can be added to any reservation for an extra 10% in points.
- The protection must be purchased at time of reservation, and we highly recommend it in order to minimize disappointments due to weather and costs related to early cancellation. Reservations can be cancelled in a 48 hour window prior to scheduled inception of use, if weather protection was purchased, with no penalty. All points will be refunded to your account, other than the weather protection charge. Bad weather coverage will not be used for interruption or cancellation of vehicle reservation for reasons other than inclement weather. The definition of bad weather shall be at the sole discretion of The Company, but is generally defined as ice, snow, freezing rain, and may include heavy rains during the usage period.
- In the event we allow a reservation to be rescheduled, the member will receive a credit that may be applied to the cost of future usage. If a reservation is cancelled due to weather and the customer elected for the bad weather protection, he or she is entitled to a refund of points to their account less the cost of the weather coverage.

## **Additional Car Club Items:**

- The number of additional drivers permitted members at each tier is specified in the terms and conditions grid. At the corporate tier, we require the corporate member's authorized representative(s) to authorize and or approve all parties using vehicles under their membership.
- Texas requires seat belts for drivers and passengers. Children under the age of five (5) and/or under 36 inches in height must be secured in an approved safety seat. Member is responsible for furnishing the approved safety seat.
- Car Club Member(s) and driver(s) must drive safely and responsibly.
- Discounts, coupons and special offers may not be combined without our advance approval. Only one discount, coupon or special offer per

reservation.

- All car usage and related fees are subject to a Texas tax of 10%. We collect this each month, added to your dues, so you won't see it as you use a vehicle.
- Vehicle use costing less than 300 points require multi-day use the minimum use fee is 300 points.
- Reservations must be made at least 48 hours in advance, and acknowledged, before a vehicle is available for club member's use.
- When we deliver and pickup up a vehicle, we attempt to use a trailer, due to high costs of operation for our high-line cars. In the event we are unable to use a trailer, mileage [and fuel](#) for the delivery and pickup is calculated from our facility as part of the mileage allowed for the rental.
- Members requiring offsite delivery and pickup of vehicle should note that the final check in and inspection for damage, as well as mileage and fuel level verification will occur at our facility, not at pick up point, generally within 48 hrs. Our drivers can sign acknowledging pickup, but are not qualified to complete the check in process. **MEMBER ACKNOWLEDGES AND AUTHORIZES THAT DAMAGES AND OTHER COSTS DUE UNDER OUR TERMS WILL BE CHARGED TO THEIR CREDIT CARD UPON COMPLETION OF CHECK IN.**