TOY TOW TERMS AND CONDITIONS

By submitting the membership form you understand and agree to the following terms and conditions of the Alaska Guardian Angels LLC Toy Tow Membership/Rocky Mtn. Toy Tow membership (referred to as "AGA" for the purpose of this agreement):

- 1. Membership applies to the Member's ATVs/UTVs/Snowmobiles (herein referred to as "ORV"). Registration and/or Title must match name of member.
- 2. Annual membership allows the member to 1 tow/recovery per year up to \$2,000. 50% tow/recovery cost coverage will apply to a second tow/recovery in the same year up to \$1,000. A Limit to 2 tows/recoveries per year in total.
- 3. Tows/recoveries must have a destination of the member's trailer, point of origin or closest road accessible trail head.
- 4. Member certifies that they are an individual applying as the primary member, member is 18 years of age or older. Members must be natural persons.
- 5. In order for Membership to apply to a ORV that was purchased after the membership goes into effect, the member must first update their online membership account with new ORV, make, model and SN/registration number. Any ORV that are added will not become effective until the account is updated.
- 6. Members who have insurance or other benefits that cover "towing" under the conditions of their insurance must use those benefits first. AGA TOY TOW covers towing/recovery cost that fall outside of insurance coverage i.e. mechanical failures. AGA TOY TOW does not cover out of fuel emergencies. Any Hazmat mitigation cost will be the sole responsibility of the member.
- 7. AGA is not an insurance company.
- 8. AGA reserves the right to decline acceptance of anyone into it Membership programs; however, once AGA receives the fully completed enrollment form online and accepts payment of membership fee, the member's benefits will be effective immediately following receipt unless AGA notifies the member within 30 days that the membership fee payment has not been accepted.
- 9. AGA will make every reasonable attempt to contact members to renew 30 days prior to enrollment anniversary. If auto renewal is requested, the membership will renew each year on the members enrollment anniversary. The member must provide AGA with changes to their account or provide confirmation that no changes have occurred
- 10. If the member has their ORV transported and membership has expired, benefits will not apply and the member will be responsible for any cost related to the towing/recovery that is not covered by insurance or third-party payer.
- 11. Memberships are non-transferable. Memberships can be terminated by request of the member. Memberships are <u>non-refundable</u> after 15 days from the date of purchase.

- 12. In the event AGA must institute action to enforce the Terms and Conditions of the membership, member will be liable for attorney's fees, collection costs, interest at the statutory rate and all other costs and expenses which may be incurred.
- 13. AGA will make all attempts to process member claims as soon as possible and whenever possible AGA will pay the Towing/Recovery Company directly. Please allow up to 72hrs for your membership claim to be processed and payment sent out if member must be reimburse. It is the member's responsibility to have the correct mailing address on file with AGA.
- 14. A copy (scan/photo) of the original invoice for Towing/Recovery must be included in all claims request. Contact information for the Towing/Recovery Company is required.
- 15. These terms and conditions supersede all previous terms and conditions between a member and AGA, including and other writings, or verbal representations, relating to the term and conditions of membership.