

NON-COVERED ITEMS: The following items are not covered under the Plan: Costs associated with emergency stabling (except those associated with the Emergency Trip Interruption Veterinary Services benefit described herein); costs associated with alternative Horse transportation; any and all taxes, governmental fees, assessments and/or levies; storage; costs associated with Vehicles stolen, unlicensed, illegally parked, or impounded; costs of any liquids, parts, or materials; Vehicles on display for sale or any other purpose; Vehicles with pre-existing conditions or used in competition; off-road Vehicles; or Vehicles used for commercial purposes. In the event that USRider inadvertently pays for Services that You are not entitled to under this Contract, You will be required to reimburse USRider within thirty (30) days after written demand by USRider.

EXCLUSIONS: USRider will not cover any incident in which the driver is charged with driving under the influence; or does not have a valid operator's permit; or leaves the scene of an accident without disclosing his or her identity. Additionally, we will not provide coverage for any Vehicle that is operated without the permission of the owner, moved from one service facility to another, able to move under its own power, or transporting commercial livestock. COVERAGE NOT EXTENDED TO COMMERCIAL CARRIERS, HAUL FOR HIRE, PROFESSIONAL, SEMI-PROFESSIONAL, OR BUSINESS USE. USRIDER MEMBERSHIP IS LIMITED TO THE PERSONAL USE OF THE MEMBER AND HIS/HER HORSE(S). USRider reserves the right to limit or deny coverage for any claim involving an incident in which a Horse Trailer contains significantly more Horses than passengers in the Vehicle, as this may indicate commercial use, or something other than personal use.

FORCE MAJEURE: Coverage may not be available in the event of war, natural disaster, act of the public enemy, act of God, or other circumstances beyond USRider's control. USRider makes no guarantee as to the availability of service providers and cannot guarantee service in all situations.

LIMIT OF LIABILITY: In no event shall coverage for the various roadside Services set forth herein exceed the amount of \$2,500 per year. Due to the inherent dangers associated with the operation and use of Motorized Vehicles, especially with the dangers and unpredictability of the transportation of individuals and live animals, in no event shall USRider and/or its agents or contractors be liable for damages exceeding \$250 for any claims not expressly included in the Services described herein.

ADDITIONAL TERMS AND CONDITIONS: Vehicle must be operated or occupied by the Member at the time of disablement. Member must be present at time of Service and Service must be requested by Member in order for coverage to be applicable. Charges in excess of the stated limits must be paid by Member at time of Service. In the event Service cannot be provided, a work order number will be issued, or USRider will reimburse the Member a reasonable amount for covered Services, up to benefit limits; a second charge for the same disablement is not covered. In order to maintain reasonable and competitive rates, USRider cannot be responsible for more than one (1) Service call per disablement. Benefits reset for a disabled Vehicle when the cause of a disablement has been repaired. On certain turnpikes, toll roads, and thruways, our Service may be limited to designated service providers, and/or the Member may have to pay at time of Service. Our tow and service personnel are not trained in the care and handling of Horses; this is the sole responsibility of the Member. Members who do not renew their membership within the thirty-day (30-day) period following their expiration date are subject to a reactivation fee. The service charge for returned check collection is \$25. All time references under this agreement are Eastern Standard Time (EST). In the event that USRider must retain an attorney or other professional to recover amounts due from You, You will be required to reimburse USRider's reasonable attorneys' fees and expenses.

FORUM/JURISDICTION: You agree to submit to the venue and jurisdiction of the Circuit Court of Fayette County, Kentucky, with respect to any disputes and/or litigation related to this Agreement, and any transactions You may conduct with USRider.

GOVERNING LAW: This Agreement and any Services thereunder shall be governed by the laws of the Commonwealth of Kentucky, without regard to conflicts of law rules.

MERGER: This Agreement (in its most current version as appears on the USRider website at www.usrider.org) represents the entire understanding between the Parties and supersedes any and all prior agreements, whether written or oral, between the Parties. In the event that a particular term or terms are determined to be unenforceable by a court of competent jurisdiction, all remaining terms shall remain in effect.

PLEASE NOTE: Motor Plan benefits are administered by Motor Club of America Enterprises, Inc., in conjunction with Auto Help Line of America, Inc. Motor Club of America Enterprises, Inc., and Auto Help Line of America, Inc., are independent third-party vendors not directly affiliated with USRider, LLC. USRider disclaims any liability associated with services rendered by Auto Help Line and makes no warranty with regard to their services. By issuance of this membership, the Member agrees to comply with the terms set forth herein. We reserve the right to cancel, change or modify the Plan and/or benefits at anytime without written notice. USRider is a registered trademark of USRider, LLC.

At USRider, we are committed to the welfare and safety of our Members and their Horses.

We Welcome You
as a Member of:

USRider
Equestrian Motor Plan



**This is Your
Service Contract**



This is a Service Contract.

This is not an insurance contract.

**This is not an automobile liability or
physical damage insurance contract.**

Administered by Motor Club of America Enterprises, Inc.

USRider

PO Box 54711 • Lexington, Kentucky 40555

THIS CONTRACT (the "Agreement" or "Contract") is effective under the terms of USRider Equestrian Motor Plan upon receipt of full payment of Member's membership fees. USRider reserves the right to make changes to this Agreement without notice to You. The most recent version of this Agreement is available at www.USRider.org. In the event of any conflicts between this document and the Agreement posted online at www.USRider.org, the online version shall control.

THE BENEFITS AND SERVICES described in the Contract are for the personal use of the named Member, and are provided anywhere within the limits of the contiguous United States, Canada and Alaska, and are available to Members in addition to any other benefits they may be entitled to from any other source. The timing and scope of benefits may vary from state to state or in certain locales in accordance with individual state and/or local laws, and in accordance with the capability of particular service providers.

DEFINITIONS: The term "Member," "You" or "Your" shall mean the person named in the application, and shall include the Individual Primary Member and/or any Associate Member whose dues have been paid and whose membership has not expired or been canceled by the Primary Member of the Plan or by USRider. The term "Associate Member" shall mean Your spouse, or domestic partner, who is a resident of the same household; Your child, who is a resident of the same household and under the age of 19; or Your child, whose primary residence is the same household and who is a dependent of the "Member" as the term "dependent" is defined under the Internal Revenue Code, is a qualified full-time student at a college or university, and is 25 years of age or younger. The term "Horse" shall include horses, donkeys, mules, and ponies. The term "USRider" shall mean "USRider, LLC, a Kentucky Limited Liability Company." The term "Plan" shall mean the arrangement between USRider and You whereby USRider provides the Services described herein. The term "Motorized Vehicle" or "Vehicle" shall mean a non-commercial, passenger motor vehicle designed for use on public roads. The term "Horse Trailer," or "Trailer" shall mean a non-automotive vehicle that is towed by a Motorized Vehicle, and designed for transporting Horses. The term "Services" shall mean those roadside services described below in the section titled "MEMBER BENEFITS." The term "Vehicle Accident" shall mean an occurrence physically involving Your Motor Vehicle, while operating, which (A) results in (i) a fatality or bodily injury to a Horse as a direct cause of the occurrence and/or (ii) one or more Vehicles incurring damage as a result of the occurrence, and (B) You have reported to the local law enforcement agency responsible for responding to Vehicle Accidents. The term "Vehicle Accident" does not include an occurrence involving the boarding or exiting of Your Vehicle, or the loading or unloading of cargo or Horses on or off Your Vehicle.

MEMBERSHIP CARD: As with a driver's license, keep Your USRider membership card with You at all times – it's Your proof of membership. Your membership number is on the back of the card, beginning with the letters "USR." For emergency service, dial the toll-free number on the card to reach a USRider Member Care Specialist. PLEASE NOTE: FOR SECURITY PURPOSES, THE MEMBERSHIP CARD IS THE ONLY PLACE WHERE YOUR ID NUMBER AND THE EMERGENCY TELEPHONE NUMBER APPEAR.

EFFECTIVE DATE AND EXPIRATION DATE: Your membership becomes effective upon receipt of full payment of Member's membership fees and receipt of the membership kit. Your membership shall remain effective until 11:59pm Eastern Time on the expiration date printed on Your membership card, as long as dues are paid, or until this Agreement is terminated.

CANCELLATION BY THE MEMBER: You may cancel Your membership within thirty (30) days from the date of application and receive a full refund of the annual membership fee, provided You have not requested any road Services, or relocated, in which case we will deduct any road Service fees paid on behalf of the Member, and/or refund on a pro rata basis. To do so, write "I wish to cancel" on this Contract, sign and date it, and return this Contract and all materials provided in Your membership kit to PO Box 54711, Lexington, KY 40555. If You wish to cancel after thirty (30) days, follow the same procedure and You will receive a pro rata refund of any unused portion of the membership fee. Regardless of when you cancel, your New Member activation fee is non-refundable. If Your membership fee is not received in our offices by Your expiration date, Your membership and all benefits will automatically terminate on the expiration date without further notice to You.

CANCELLATION BY USRIDER: USRider reserves the right, in its sole and absolute discretion, to refuse membership or cancel a membership at anytime. If membership is canceled, USRider will send the Member a pro rata refund of any unused portion of the membership fee within forty-five (45) days after cancellation. Members may appeal any such cancellation in writing within thirty (30) days of notice. Usage of Services that USRider considers excessive, in the sole and absolute discretion of USRider, may result in limitations of benefits, limitations of the number of claims allowed, non-renewal, or cancellation of membership. In order to maintain fair and reasonable membership dues for all Members, USRider reviews all unusual frequency of claims based on an average of claims by all Members. Excessive use of this Service usually indicates a vehicle or equipment in need of maintenance or repair.

MEMBER BENEFITS:

SCOPE OF BENEFITS: USRider is an emergency roadside assistance program for the Member whose Motorized Vehicle and/or Trailer has an emergency condition and should not be construed as a repair or maintenance service. Member hereby acknowledges that USRIDER IS NOT A REPAIR OR MAINTENANCE SERVICE. USRider engages a network of independent service providers, and USRider does not itself provide the services described herein. Furthermore, USRider does not have control over prices charged by the service providers. Maximum annual road service benefits are limited to \$2,500. Repairs made at a service facility are not eligible.

TOWING: When Your Vehicle cannot be started or driven, the Vehicle and/or Your Horse trailer will be towed up to 100 miles (\$400 max. per incident) to the destination of Your choice by an authorized tow truck. In the event a second tow vehicle is required, USRider will provide an additional towing benefit of up to \$400. Winch-out benefit limited to \$200 per incident.

BATTERY ASSISTANCE: Our service vehicles are equipped to boost batteries and perform minor adjustments (exclusive of parts) to batteries, alternators, etc.

FLAT TIRE ASSISTANCE: Your flat tire will be removed and replaced with Your spare tire.

FUEL, OIL AND WATER DELIVERY: Local and/or state regulations permitting, our service truck will deliver emergency supplies of fuel, oil, water or supplies necessary to get You on Your way again. Member is responsible for the cost of supplies.

EMERGENCY REPAIR: In the event Your Vehicle becomes disabled when You are trailering Horses, if it is possible for us to facilitate a roadside repair and avoid towing, we will pay a service benefit of up to \$200 per incident excluding parts and fluids. In the event that the repairs are unsuccessful and towing is still required for this disablement, the cost of repairs (up to \$200) will be deducted from the towing benefit.

LOCKOUT SERVICE: If Your keys are lost or locked inside the Vehicle, we will dispatch a locksmith or emergency service vehicle to assist You. Benefit limited up to \$75 per incident. Lockout service for Horse Trailers not applicable at Member's residence.

EMERGENCY LODGING/STABLING ARRANGEMENTS: If, while traveling, Your Vehicle breaks down or is in an accident not involving injury to Your Horse(s), USRider will contact area hotels, motels and/or stabling facilities to assist you in making lodging arrangements for You and/or Your Horse(s). MEMBER IS RESPONSIBLE FOR LODGING/STABLING COSTS AND/OR ALTERNATIVE EQUINE TRANSPORTATION COST. Alternative equine transportation cost is defined as cost incurred in connection with transporting your Horse(s) by means other than the Horse Trailer used at the time of Your disablement.

EMERGENCY TAXI TRANSPORTATION: If You need emergency transportation resulting from an accident or mechanical breakdown, USRider will arrange for taxi service and reimburse up to \$25 per incident.

EMERGENCY TRIP INTERRUPTION VETERINARY SERVICES: USRider will reimburse You for the following expenses incurred due to a Vehicle Accident that involves injury to Your Horse:

- EMERGENCY VETERINARY CARE to Horse(s) for injuries sustained as a direct result of a Vehicle Accident
- OVERNIGHT BOARDING COSTS as a result of Vehicle Accident
- LODGING AND MEALS in the vicinity of the care of Your Horse(s)
- RENTAL VEHICLE at the place of Vehicle Accident

Reimbursement limited to expenses incurred during the first 72 hours following the accident and up to \$1,000 per accident. Incident must be immediately reported to the local law enforcement agency responsible for responding to Vehicle Accidents. A copy of the accident report from the local law enforcement agency must accompany the request for reimbursement. Benefit limited to Horses owned or leased by Member.

EMERGENCY VETERINARY REFERRAL SERVICES: In the event that a Horse in Your care experiences a health emergency while traveling, USRider will assist You in locating a large-animal practitioner from our exclusive DVM directory.

EMERGENCY FARRIER REFERRAL SERVICES: In the event that a Horse in Your care needs hoof care while traveling, USRider will assist You in locating a farrier from our exclusive Farriers Directory.

LOST KEY RETURN: Your USRider Membership Kit contains a registered, numbered key-ring card. Return postage is guaranteed and paid by USRider when placed in the U.S. mail. Upon receipt by USRider, and after verifying the registered number, we will contact You and return Your keys.

THEFT REWARD: We will pay a \$5,000 reward for information leading to the arrest and conviction of anyone stealing Your Motorized Vehicle and/or Horse Trailer. Reward will not be paid to the Member, any relative of the named Member, or any public official while performing their duty.

CLAIMS: Notice of Road Service claims must be submitted in writing along with an original, unaltered, "Paid" receipt from a service provider in the name of the Member indicating method of payment. CLAIMS FOR REIMBURSEMENT MUST BE POSTMARKED WITHIN THIRTY (30) DAYS OF OCCURRENCE and include all information and attachments requested. Mail claims to: PO Box 54711, Lexington, KY 40555. Please keep a copy of all materials submitted.