

We Welcome You
as a Member of:

USRoper

Roadside Assistance for Your Vehicles and Your Horses

A plan of SafeTravels Motor Club

**USRoper Roadside Assistance
Provided By:**

SafeTravels Motor Club
3204 NY-22 2nd Floor
Patterson NY 12563

Membership/Claims Processing:

PO Box 20634
Boulder CO 80308

Member Service: 1-800-393-0489
memberservice@usroper.com

Please read this Membership Agreement to become familiar with all of Your benefits. By accepting Your Membership Card and paying Membership Fees, You agree to abide by all terms and provisions of this agreement. You must carefully follow the instructions provided in order to access the services and discounts available to Members. To be entitled to benefits, You must be a Member in good standing and Fees must be paid current. This is not an automobile or recreational vehicle liability or physical damage insurance contract.

This is a Membership Agreement.

This is not an insurance contract.

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



Roadside Assistance for Your Vehicles and Your Horses

All promised Benefits and Services
Provided by SafeTravels Motor Club

THIS MEMBERSHIP AGREEMENT (or "Membership") is effective under the terms of USRoper Equestrian Motor Plan 24 hours after receipt of full payment of Member's membership fees. Changes to this agreement may occur. You may review the latest version of this agreement at www.usroper.com or call 1-800-393-0489 and request the most current version. In the event of any conflicts between this document and the Membership Agreement posted online at www.usroper.com, the online version shall control.

THE BENEFITS AND SERVICES described in this Membership Agreement are for the personal use of the named Member, and are provided anywhere within the limits of the United States (excluding Puerto Rico and U.S. Territories) and Canada, 24/7/365. You will not be required to pay any additional sum when your service request falls within the limits specified in this Membership Agreement and service costs in excess of the specified benefits must be paid directly to the Service Provider. 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. To ensure the appropriate service is dispatched, please have available the length, weight, and height of Your trailer, as well as Truck and/or Trailer tire sizes.

DEFINITIONS: The term "Alternative Equine Transportation Cost" is defined as the cost incurred in connection with transporting Your Horse(s) by means other than the Horse Trailer used at the time of Your disablement. 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 "Horse Trailer" or "Trailer" shall mean a non-automotive vehicle that is towed by a Motorized Vehicle. 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 Membership Fees have been paid and whose Membership has not expired or been canceled by the Primary Member of the Plan or by USRoper. The term "Motorized Vehicle" or "Vehicle" shall mean a non-commercial, passenger motor vehicle designed for use on public roads, excluding motorcycles, mopeds, scooters, and tractors. The term "Plan" shall mean the arrangement between USRoper and You whereby USRoper provides the Services described herein. The term "Services" shall mean those roadside services described below in the section titled "MEMBER BENEFITS." The term "USRoper" shall mean "Equine Network, LLC." 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) which 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 or Trailer. The term "recovery" is used when the Vehicle is outside program coverage, has been involved in an accident, needs specialized equipment to be moved, or should otherwise be handled by the Member's insurance company. Examples may include being stuck in a ravine, jammed up against an obstacle, etc. The term "maintained roadway" is any road a Service Provider can drive on and not get stuck (gravel, dirt, paved, etc.).

MEMBERSHIP CARD: As with a driver's license, keep Your USRoper Membership Card with You at all times – it is 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 USRoper 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 24 hours after receipt of full payment of Member's Membership Fees and receipt of Your Membership information. Your Membership shall remain effective until 11:59pm Eastern Time on the expiration date printed on Your Membership Card, as long as Fees are paid, or until this Membership Agreement is terminated. If no Membership Term is indicated on the Membership, the Membership Period shall be one year.

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, relocated, or rejoined, 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, send an email to memberservice@usroper.com with Your full name, address and Member ID# and clearly state that You wish to cancel Your Membership. 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 and it will come in the form of Your most recent transaction (check or credit card). 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. Residents of Massachusetts, Mississippi, Oklahoma, Wisconsin and Wyoming will not have claims deducted from any cancellation refunds. Residents of California, Montana and Nevada will have no cancellation fees or claims deducted from any cancellation refunds. Residents of New Mexico and Maryland will have no cancellation fees deducted from any cancellation refunds. Residents of Utah may cancel this Membership within the first ten (10) days of the purchase date, if no claim has been made, and receive a full refund of the total Membership purchase price, less the applicable cancellation fee in the amount of fifty dollars (\$50).

CANCELLATION BY USROPER: USRoper reserves the right, in its sole and absolute discretion, to refuse Membership or cancel a Membership at anytime, which will be notified in writing. Members may appeal any such cancellation by sending notice in writing to PO Box 20634, Boulder, CO 80308 within thirty (30) days of notice. Usage of Services that USRoper considers excessive, in the sole and absolute discretion of USRoper, may result in limitation of benefits, limitation of the number of claims allowed, non-renewal, or cancellation of Membership. In order to maintain fair and reasonable Membership Fees for all Members, USRoper 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.

For residents of Utah, we may only cancel this Membership under the following grounds: (1) Material misrepresentation; (2) Substantial change in the risk assumed, unless the insurer should have foreseen the change or contemplated the risk when entering into the Membership; (3) Substantial breaches of contractual duties, conditions, warranties, or attainment of the age specified as the terminal age for coverage. If this Membership is canceled due to non-payment, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than at least ten (10) days after the delivery or first-class mailing of a written notice. If this Membership Agreement is canceled for any of the reasons listed above, We will mail written notice of cancellation to You and will cancel Your Membership no sooner than thirty (30) days after the delivery or first-class mailing of a written notice. If USRoper cancels this Membership at any time, You will be entitled to a prorated refund of the Membership Fee, less a cancellation fee of fifty dollars (\$50). In general, if USRoper cancels this Membership, USRoper will mail to You written notice of cancellation at least thirty (30) days before the cancellation date. However, if USRoper cancels this Membership within the first sixty (60) days after the Membership purchase date, USRoper will mail to You written notice of cancellation at least ten (10) days before cancellation date.

For residents of Wisconsin, a notice of cancellation or non-renewal shall state with reasonable precision the facts on which the decision to cancel or non-renew is based. If a notice of cancellation or non-renewal does not state with reasonable precision the facts on which our decision is based,

You have the legal right to make a written inquiry regarding the reason for the cancellation or non-renewal. We shall send by first-class mail or deliver that information within ten (10) working days after receipt of a written request by the Member.

MEMBER BENEFITS:

SCOPE OF BENEFITS: USRoper is an emergency roadside assistance program for the Member whose Motorized Vehicle and/or Trailer has an emergency condition and should not be considered a repair or maintenance service. Member hereby acknowledges that USRoper IS NOT A REPAIR OR MAINTENANCE SERVICE. USRoper engages a network of independent Service Providers, and USRoper does not itself provide many of the services described herein. Furthermore, USRoper does not have control over prices charged by the Service Providers. Repairs made at a service facility are not eligible for reimbursement by USRoper. Associate Members are subject to all of the terms and conditions set forth in this Membership Agreement, and Primary Members are responsible for making Associate Members aware of these terms and conditions. All Members are invited to periodically review this Membership Agreement at their convenience by accessing the Membership page on the USRoper website at www.usroper.com.

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. If both Your Truck and Trailer need to be towed, USRoper will provide a second, identical towing benefit, subject to the same terms, conditions, and limits (\$800 max. per incident).

WINCH-OUT: Winch-out benefit limited to \$250 per incident (\$500 max. if truck and trailer require winching services). USRoper is unable to accept any responsibility for any vehicle damage that might result from winch-out service. Vehicle(s) must be within 150 feet of maintained roadway. If service is determined to be a recovery, it will become an out-of-pocket expense to the Member.

BATTERY ASSISTANCE: Service Providers' vehicles are equipped to boost batteries and perform minor adjustments (exclusive of replacement parts) to batteries, alternators, etc. Benefit limited up to \$250 per incident; coverage excludes parts, fluids and taxes.

FLAT TIRE ASSISTANCE: A flat tire on Your Vehicle or Trailer will be removed and replaced with Your spare tire. In the event You have no spare tire or Your spare tire is damaged or otherwise inadequate, USRoper will locate and arrange delivery and installation of replacement tires. USRoper will not be responsible for the cost of any replacement tires. Benefit limited up to \$250 per incident; coverage excludes parts, fluids, and taxes.

FUEL, OIL AND WATER DELIVERY: Local and/or state regulations permitting, a service truck will deliver emergency supplies of fuel, oil or water necessary to get You on Your way again. Benefit limited up to \$250 per incident; coverage excludes parts, fluids, and taxes.

EMERGENCY REPAIR: In the event Your Vehicle becomes disabled when You are traveling, if it is possible for USRoper to facilitate a roadside repair and avoid towing, USRoper will pay a service benefit up to \$250 per incident; coverage excludes parts, fluids, and taxes.

LOCKOUT SERVICE: If Your keys are lost or locked inside the Vehicle or Horse Trailer, USRoper will dispatch a locksmith or emergency service vehicle to assist You. Benefit limited up to \$100 per incident. Member is responsible for cost of replacement keys.

CONTINUATION SERVICE REQUEST: In the event any of the previously listed services is unsuccessful and towing is still required, the cost of the requested service (up to the max. benefit) will be deducted from the towing benefit.

EMERGENCY TAXI TRANSPORTATION: If You need emergency transportation resulting from an accident or mechanical breakdown, USRoper will reimburse up to \$25 per incident.

EMERGENCY LODGING/STABLING ARRANGEMENTS: If, while traveling, Your Vehicle breaks down or is in an accident not involving injury to Your Horse(s), USRoper 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.

EMERGENCY TRIP INTERRUPTION VETERINARY SERVICES: USRoper 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.

Emergency trip interruption veterinary services reimbursement is 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. The emergency trip interruption veterinary services reimbursement benefit is limited to Vehicle Accidents involving injury to Horse(s) owned or leased by Member. For reimbursement of expenses listed in this section, see CLAIMS.

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

EMERGENCY FARRIER REFERRAL SERVICES: In the event a Horse in Your care needs hoof care while traveling, USRoper will assist You in locating a farrier from our exclusive Farriers Directory. MEMBER IS RESPONSIBLE FOR FARRIER COSTS.

THEFT REWARD: USRoper 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: Requests for reimbursement are covered only if the Member has had an active/reactivated Membership for a minimum of 24 hours prior to the disablement. Requests for Reimbursement of covered benefits must be submitted in writing with the USRoper Request for Reimbursement form. This Request for Reimbursement form will accompany an original, itemized, unaltered "Paid" receipt from a Service Provider in the name of the Member indicating method of payment. Contact the USRoper Administrative Offices.

REQUESTS FOR REIMBURSEMENT MUST BE POSTMARKED WITHIN THIRTY (30) DAYS OF OCCURRENCE and include all information and attachments requested. Mail claims to: PO Box 20634, Boulder, CO 80308. Please keep a copy of all materials submitted.

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 Equine Transportation; any and all taxes, governmental fees, assessments and/or levies; storage; costs associated with Vehicles stolen, unlicensed, unregistered, 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 USRoper inadvertently pays for Services that You are not entitled to under this Membership Agreement, You will be required to reimburse USRoper within thirty (30) days after written demand by USRoper.

EXCLUSIONS: USRoper 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 is driving a Vehicle which is not registered for use on public roads; or leaves the scene of an accident without disclosing his or her identity. Additionally, USRoper 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, OR BUSINESS USE.** USRoper MEMBERSHIP IS LIMITED TO THE PERSONAL USE OF THE MEMBER. USRoper 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 some other type of non-personal use.

MONTANA RESIDENTS ONLY: Pursuant to MCA 61-12-301(12) and MCA 61-12-309, this Membership Agreement constitutes a "service contract" and upon purchase of Membership, the Member agrees and acknowledges the following: (1) this "service contract" is deemed to have been signed by the Member and Motor Club; and (2) the Member and Motor Club have each received a copy of this fully executed "service contract".

NEW MEXICO RESIDENTS ONLY: Pursuant to §59A-50-7, if USRoper is unable to perform a contract obligation either on a service or indemnity basis the cash retail equivalent shall be paid to the member. See CLAIMS for instructions.

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 USRoper's control. USRoper makes no guarantee as to the availability of Service Providers and cannot guarantee service in all situations.

LIMIT OF LIABILITY: 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 USRoper and/or its agents or contractors be liable for damages exceeding \$250 for any claims not expressly included in the Services described herein. The Service Providers and service facilities used by USRoper are independent contractors and are not the agents nor employees of SafeTravels Motor Club or our respective affiliates. Claims for damage to the property or injury to person(s) must be filed against the Service Provider or facility.

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. In most cases, only one or two passengers can ride in a wrecker and You may need to make other arrangements for additional passengers. 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 USRoper 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, USRoper 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 Membership Agreement are Eastern Standard Time (EST). All expressions of currency in this Membership Agreement are in U.S. dollars. In the event that USRoper must retain an attorney or other professional to recover amounts due from You, You will be required to reimburse USRoper's reasonable attorneys' fees and expenses.

FORUM/JURISDICTION: You agree to submit to the venue and jurisdiction of the United States District Court of Delaware, with respect to any disputes and/or litigation related to this Agreement and any transactions You may conduct with USRoper.

GOVERNING LAW: This Membership Agreement and any Services thereunder shall be governed by the laws of the state of Delaware, without regard to conflict of law rules.

MERGER: This Membership Agreement (in its most current version as it appears on the USRoper website at www.usroper.com) represents the entire understanding between the Parties and supersedes any and all prior memberships, 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.

OTHER DISCLOSURES: You have the right to file a complaint by submitting a written complaint to our Member Satisfaction Department at PO Box 20634, Boulder, CO 80308 or contacting a member service representative at 1-800-393-0489.



Bill Riss,
VP of Membership Services,
Equine Network, LLC.

THIS IS NOT AN INSURANCE CONTRACT

This is a Motor Club Membership Agreement and does not comply with any financial responsibility law.

Office Location:
PO Box 20634
Boulder CO 80308

Registered Agent Locations
2710 Gateway Oaks Dr Ste 150N
Sacramento CA 95833-3505

7716 Old Canton Rd Ste C
Madison MS 39110

112 N Curry St
Carson City NV 89703

110 E Broadway St
Hobbs NM 88240

10300 Greenbriar Pl
Oklahoma City OK 73159-7653

211 E 7th St Ste 620
Austin TX 78701-3218

8040 Excelsior Dr Ste 400
Madison WI 53717

Member Services:
1-800-393-0489

7 St Paul St Ste 820
Baltimore MD 21202

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

At USRoper, the safety of our Members and their Horses is our top priority. To help us keep the focus on, as well as show our respect to these invaluable components of USRoper, we capitalize the words "Member" and "Horse" where these words relate to our membership program.