



# Terms & Conditions of Membership

*October 18, 2006*

## 1. Introduction

Welcome to the AutoShare - Car Sharing Network. These Terms and Conditions of Membership are for the mutual benefit of our Members and AutoShare - Car Sharing Network Inc. These are additional to:

- A. The Membership Application. This includes an agreement to abide by the terms of the Terms and Conditions; it acknowledges the liability of Members for various charges and limits the liability of AutoShare.
- B. Vehicle operator's manuals. These provide operating instructions specific to each vehicle.
- C. Membership Fee. This is a license-only granting Access & Usage privileges. Members are required to abide by the terms of these documents. Your and AutoShare's legal rights and obligations are determined by these Terms and Conditions of Membership, the Membership Application, and the vehicle Operator's Manuals.
- D. Mobility Membership. This is a license-only granting Access & Usage privileges. Members are required to abide by the terms of these documents. Your and AutoShare's legal rights and obligations are determined by these Terms and Conditions of Membership, the Membership Application, and the vehicle Operator's Manuals.

## 2. Definitions

In this manual,

- 'Board' - means the board of AutoShare;
- 'AutoShare' - means the AutoShare - Car Sharing Network Inc.;
- 'AutoShare Vehicle' - means a vehicle owned or leased by AutoShare, including any equipment;
- 'Associate Member' - means someone who resides with a spouse (including common law or same sex partner) who is a Member and owns an Associate Mobility Membership or an employee driver on a corporate membership
- 'Member' - includes both a Member, an Associate Member or a Designated Driver
- 'Price List' - means the Rate List and Responsibility and Courtesy Charge List, including any amendments to them.

## 3. Membership Fee and "30 Day Trial Period"

- i) Most applicants for Full Membership on or after April 1, 2006 were required to pay Membership Fee, and possibly a Deposit. The Membership Fee is a one-time fee that becomes non-refundable 31 days after your application. The Membership Fee is a license-only, and confers only those rights and obligations contained in the Terms and Conditions, Member Guide and Membership Application.
- ii) "30 Day Trial Period": If your intent to cancel your membership is received in writing by AutoShare within 30 days of the date of your application, AutoShare will refund your full Membership Fee + GST + Deposit. (However, any Application Fee paid is non-refundable). Any refund due to you will be paid 60 days after informing AutoShare in writing of your intent to cancel your membership, AND ONLY IF you are a member-in-good standing.
- iii) Deposit Refund: Any refund due to you, including your Deposit, will be paid 60 days after informing AutoShare in writing of your intent to cancel your membership, AND ONLY IF you are a member-in-good standing.
- iv) In order to remain a member-in-good-standing, you must:
  - a. Pay all monies owed to AutoShare, including any fines and/or third-party charges;
  - b. Return the lock box key(s), membership cards and any security devices issued to your account within 15 days of your written notice of your intention to cancel your membership.
  - c. Not have committed an offense under our Transportation Fraud policy, Section 34.



#### 4. **Mobility Membership and Transfer (joined before April 2006)**

- i) Most applicants for Full Membership before April 1, 2006 were required to purchase a transferable Mobility Membership. The Mobility Membership is a license-only, and confers only those rights and obligations contained in the Terms and Conditions, Member Guide and Membership Application.
- ii) The Mobility membership is not a deposit, nor a debt due.
- iii) AutoShare will transfer your Mobility Membership to a new, qualified person who joins (regardless of whether they purchase a Mobility Membership or pay a Membership fee) upon written notice of your intention to cancel your membership, and provided that you are a member-in-good-standing.
- iv) AutoShare guarantees to do this before selling a new Mobility Membership, or charging a new Membership Fee.
- v) In order to remain a member-in-good-standing, you must:
  - a. Maintain your Mobility Membership for at least three months. If you or AutoShare terminates your Membership during your first 90 days of Membership, AutoShare will not transfer your membership until 90 days after you became a Member;
  - b. Pay all monies owed to AutoShare, including any fines and/or third-party charges;
  - c. Return the lock box key(s), membership cards and any security devices issued to your account within 90 days of your written notice of your intention to cancel your membership.
  - d. Forfeiture of the right to transfer your Mobility Membership may result from violations of the terms in this document and/or the Membership Application/Agreement, including Transportation Fraud (section 34).
  - e. A Non-Refundable Mobility Membership (e.g. purchased by a developer on behalf of condo buyers) is not transferable, nor refundable, except in the case where they are automatically transferred to the next owner or resident of the unit (as outlined in a specific agreement)
  - f. Not have committed an offense under our Transportation Fraud policy, Section 34.

#### 5. **Associate Membership**

Members can apply to have a spouse, common law partner, same sex partner, child or parent, living in the same household, to be an Associate Member. The Member must purchase either an Associate Mobility Membership, or pay an Associate Membership Fee, as appropriate to their own Membership status and at the rate currently offered. Where a Member has an Associate Member, the entire group is considered a single account for all purposes and the Member is responsible for all charges and liabilities of any Associate Member. The Member can have an Associate Member removed as an Associate Member by notifying AutoShare in writing. The changed status will take place seven days after receipt of the notice. Transfer of the Associate Mobility Membership will begin upon return of the lock box key, and payment of any monies owed to AutoShare.

#### 6. **Application Fee**

A per-applicant fee must accompany each Application, as per the Price List. The application fee is non-refundable.

#### 7. **Security Access & AutoShare property**

After being accepted as a Member and purchasing a Membership, you have the right to use the vehicles of AutoShare according to the Membership Application/Agreement and these Terms & Conditions. You will receive a Membership Card and certain security device(s) that allows you to access all AutoShare Vehicles. These security device(s) remain the property of AutoShare. If either your right to drive is terminated or your Membership is terminated you must immediately return all AutoShare property to the office. These security device(s) must be surrendered to AutoShare immediately upon request. You are liable for their loss and any possible misuse. If you lose a security device, you must phone AutoShare as soon as possible and report the loss. Replacement fees for a member in good standing will be charged according to the Price List. AutoShare may refuse replacement and may charge for the loss of the security device(s) to members not in good standing. Any member unable to return their security device(s) may be charged up to \$250 for the loss, and/or will also forfeit any deposit held by AutoShare. Members may not mark the security device(s) with anything that might indicate it is for AutoShare, its vehicles or lock boxes. The Membership Card remains the



property of AutoShare and cannot be used by a non-member. The Member is responsible for any unauthorized use of the Membership Card.

## 8. Booking a Vehicle

AutoShare Vehicles must be reserved before any use by calling the AutoShare reservation line or using the on-line reservation system. Booking times begin and end on the hour or half-hour. AutoShare's reservation records are considered correct in cases of any dispute.

## 9. Cancellations

If you wish to cancel all or part of your booking, a cancellation fee may apply.

## 10. Charges for Vehicle Use

If you reserve or use a vehicle you will be charged according to the Rate Plans. Changes or corrections to monthly invoices can be done within 60 days of the issuing of the invoice.

## 11. Extension of a Booked Period

If for any reason you cannot keep to the booked return time, you must extend your reserved time before the original reservation period has ended by calling the AutoShare Reservation Line or using the AutoShare Internet Reservation System. If an extension is not possible because of a following reservation, a late charge and other charges could apply as per the Price List.

## 12. Vehicle Safety and Damage Inspection Before Departure

Before using the AutoShare Vehicle, it is the members/drivers responsibility to do a 360 degree walk-around safety check for any visible safety issues (e.g. flat or low tires) and report them to the Reservation Line immediately. Also check for any damage and compare it to the damage diagram located in all vehicles. If the damage is not noted on the damage diagram, make note of it on the Trip Log kept in the vehicle. You must also check to ensure the following are included in the glove box:

- vehicle insurance and registration;
- operators manual;
- collision reporting centre form.

Please inform AutoShare if any of these items are missing. You cannot drive the vehicle if current insurance and registration are missing.

## 13. Valid Driver's License

You must carry a valid driver's license with you during every trip. The rights of Membership are conditional on you having possession of a valid driver's license. If your driver's license is suspended, withdrawn or expires, for whatever reason, your right to drive expires immediately. You are required to inform AutoShare immediately of any suspension, expiration or withdrawal of your license.

## 14. Treatment and Operation of AutoShare Vehicles

You agree to treat AutoShare vehicles carefully. You also agree to leave the vehicle clean inside, and to secure the lock box properly against theft. You must operate AutoShare vehicles according to the Operator's Manual located in the vehicles. You will be liable for any damage to the vehicle that results from disregarding the above. In addition to the laws which may govern driving in Ontario and/or elsewhere:

- Children under the age of 12 are required to be seat belted in the rear seats. Use child seats appropriate to their age and size.
- Smoking is prohibited in all AutoShare Vehicles.
- Pets are allowed in designated vehicles as long as the owner is responsible and insures that the car is protected against pet hair by the use of a blanket, sheet, etc. The owner is responsible for cleaning a car when pet hair has not been captured by such blanket or sheet. Where a vehicle is identified as being pet-free you must not to carry pets in that vehicle. Violations may be result in a suspension of membership privileges and a courtesy fee may apply (as per the price list).

Vehicles may not be:

1. driven in any race or competition,
2. used on roads that are not regularly maintained.



3. used for any illegal purpose, or while the driver is under the influence of any intoxicating substance.

### 15. Gas

It is the responsibility of Members to ensure that the AutoShare Vehicle's gas tank is filled if it drops to "one-half" or less during your trip. After refueling an AutoShare Vehicle, staple the gas receipt to the back of the Trip Log in order to receive a full credit for the gas amount on your next invoice. This receipt is required in order for a gas credit to apply.

### 16. Cleaning

AutoShare will undertake the washing of the cars on a regular basis. You are, however, responsible for cleaning up after your reservation. If you clean an AutoShare Vehicle, please be sure to make environmentally responsible decisions about appropriate locations for the wash, soaps and solvents. If you take it to a car wash (exterior only or full service wash), you will be reimbursed\* for the full cost of the wash (up to \$25) if you attach the receipt to the back of the Trip Log. A car wash credit\* may apply.

\*limit one per member per vehicle per month.

### 17. Maintenance & Emergency Repairs

AutoShare will undertake regular maintenance of AutoShare Vehicles. However, during the booked period, if any fluids (e.g. windshield wiper fluid) or small repair is needed (e.g. windshield wiper blade repair), make sure the receipt is marked with your Membership number and attached to Trip Log. You will be reimbursed in the form of a credit on your invoice for up to a \$25.00 limit or, in the case of repairs, a higher amount can be approved by the AutoShare.

### 18. Return

Return the AutoShare Vehicle promptly by the end of your reservation period. Proper return means:

- (a) the car is returned by the end of the reservation period
- (b) it is **parked** in its official location and all **windows** rolled up and doors **locked**, with all documents (registration, insurance, etc.) intact;
- (c) the interior of the vehicle is **tidy**;
- (d) the **trip log** has been completed and signed and receipts attached;
- (e) the **fuel** tank is more than one-half full; and
- (f) the vehicle's **key** has been safely returned to the lock box.

If the vehicle is not properly returned, charges may apply according to the Price List and the Responsibility and Courtesy Charge list. If you fail to return the vehicle two hours past your booked time without calling to inform AutoShare, your listed phone number will be called. If you cannot be contacted and have not given any indication to AutoShare that you will be driving in an area where there are no telephones, the vehicle will be reported to the police as "missing" and fines may apply.

### 19. Emergency Drivers

Non-Members are *NOT* permitted to drive AutoShare vehicles. In an emergency, *where the life or safety of you or another person is at risk or you cannot drive*, a non-Member may be permitted to drive an AutoShare Vehicle, on the following conditions:

- (a) that you first contact AutoShare on-call staff through the reservation line for authorization for a non-member driver or to determine what other alternate arrangements can be made;
- (b) that you check that she or he has a valid driver's license;
- (c) that you ensure that she or he is capable of driving before the trip, and is not under the influence of any intoxicating substance; and
- (d) that you **only** allow him or her to drive the vehicle under your personal supervision. As a Member, you are liable for any fees, costs or damages arising from authorizing another person's use of the AutoShare Vehicle. Disregarding this rule is grounds for immediate termination of membership and possible forfeiture of your Mobility Membership.



## 20. Payments

As a Member you agree to be bound by the current Rate Plans and Price List and pay for your usage as you are billed. All charges are billed based on a calendar month. An invoice will arrive monthly and must be paid by one of the options listed on the Payments Authorization Form. Any overdue amounts are subject to a late payment charge of 1.25% per month, compounded monthly (15% per annum), and will be charged on the total overdue amount. **AutoShare retains the right to request full or partial payment at anytime.** AutoShare may restrict your right to drive if you default in paying any amount owing or a request for full or partial payment to AutoShare AND/OR if you Balance Owing is over \$50 when your monthly invoice is due. The restriction will remain in effect until such time as you have paid any amounts owing, including any interest accrued and a suitable payment method has been selected.

## 21. Insurance

Notwithstanding the Insurance act of Ontario, you are only insured while driving AutoShare vehicles. AutoShare is responsible for ensuring that all AutoShare Vehicles carry standard insurance coverage which includes All Perils (Collision and Comprehensive), Third Party Liability (\$2,000,000), Accident Benefits, Uninsured Automobile Coverage and Family Protection Endorsement. If you are involved in an accident and a claim is made against you or AutoShare, settlement of that claim will be at the discretion of AutoShare or its insurer. If you are in an at-fault accident, you are liable for the Insurance Deductible (see #23 below).

## 22. Accidents and Damage

Members are responsible for any damage to the car while it is reserved by them. Any accident or damage in connection with the car you are using must be immediately reported to the AutoShare Reservation line or in person, and to the police. You are obliged to secure evidence from any available witnesses. Use the Collision Reporting Centre form (located in the glove box) to record all of the required information and provide AutoShare with a written description of the accident and the damage incurred.

You will be responsible for the loss, damage or claim if:

- a) there is any loss or damage to AutoShare Vehicles
- b) there is any claims made by third parties against AutoShare, you or a driver authorized by you that is not covered by AutoShare's insurance policy and arise in connection with your use of an AutoShare Vehicle.

Your liability will normally include the Insurance Deductible (see #23 below) if you are at-fault. If during the time you have reserved a vehicle, unless you have cancelled the reservation, damage occurs to the reserved vehicle or claims are made against AutoShare or you for damages resulting from use of the vehicle, you will be deemed to be using the vehicle and be responsible for all applicable costs. If a member is found at-fault in an accident and the vehicle is taken out of service for repairs, an out-of-service fee of 80% of the average daily rate may be assessed (to a maximum of \$250).

## 23. Insurance Deductible

- i. The Insurance Deductible, unless otherwise stated or agreed to, is \$500 (Deductible Amount)
- ii. If you are involved in an at-fault accident or are responsible for damage to a vehicle, you are responsible to pay AutoShare the cost up to the Deductible Amount.
- iii. AutoShare may offer to reduce (or increase) this Deductible Amount through a separate agreement.
- iv. Members may reduce their Deductible Amount to \$0 through select eligible VISA or MasterCards with Collision coverage. (some restrictions apply as detailed in the separate waiver agreement).
- v. You may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if AutoShare's insurance policy does not apply (for instance, because you were driving while intoxicated).
- vi. Diesel fuel \$3,000 deductible: You are responsible the entire cost associated with repairing a vehicle - to a maximum of \$3,000 - if the incorrect fuel is used to refuel (i.e. gasoline is added to a diesel vehicle).



## **24. Liens and Impoundment**

If the vehicle is towed and impounded for illegal parking during your booked period, you are responsible for recovering the vehicle and agree to pay any costs arising from the vehicle being towed. A fee may be charged by AutoShare (according to the Price List) if Assistance by AutoShare is required to secure the release of the vehicle. If, without the approval of AutoShare, you allow a lien to be placed on an AutoShare Vehicle or allow the vehicle to be impounded (for instance, by failing to pay for repairs which you have authorized) you are responsible for all costs, court and legal fees incurred by AutoShare in pursuing the return of the vehicle.

## **25. Fees For Violations**

If you violate any term or condition of the Membership Application or this Manual you are subject to any fees applicable under the Price List and section 3.

## **26. Restriction of Driving Privileges**

AutoShare retains the right restrict driving privileges at any time either due to a violation of the Membership Agreement and/or Guide or payment problems (section 20).

## **27. Obeying the Law**

You must obey the Highway Traffic Act and other applicable laws when driving. Your right to drive is automatically suspended if you are charged with driving without due care and attention under the Motor Vehicle Act or any vehicle related offense under the Criminal Code including (but not limited to):

- operating a motor vehicle while impaired;
- operating a motor vehicle with over 80 mg alcohol per 100 ml of blood;
- failing to provide a breath sample;
- dangerous operation of a motor vehicle;
- failure to stop at the scene of an accident.

## **28. Termination of Membership By Member**

You can terminate your Membership in writing at any time. Your termination will only be effective on your return of all security devices, membership cards and other AutoShare property in your possession. Failure to return any device within 90 days of your written notice of your intention to cancel your membership (Sections 3 & 4) will result in a charge of up to \$500 per device. On termination, and after payments of any amounts due, AutoShare will help you transfer your Mobility Membership as outlined in section 4 if you became a member before April 1, 2006

## **29. Termination By AutoShare**

If your Membership Application contains any false or misleading statements or if you break any of the Terms and Conditions or the Membership Agreement, then AutoShare can terminate your Membership by notifying you by phone, mail, email, fax or express delivery. Termination of Membership will be effective immediately.

## **30. Amendments to the Manual and Notice**

AutoShare can amend this Manual at any time. AutoShare can also amend the Price List and Rate Plans at any time. Any changes will take effect two weeks after the date on which notice of any change is sent. However, due to the volatility of fuel prices, a gas surcharge can be applied at any time and such surcharge will be noted on your monthly invoice. Notice will be provided according to paragraph 32.

## **31. Severability**

If any single part of this Manual is found to be legally ineffective it shall not affect the validity of the rest.

## **32. Notice**

If the Terms and Conditions requires AutoShare to give you notice, notice will be provided by any or all of the following: posting on our website, by phone, by mail, by email or on the newsletter sent with the monthly invoice. If your contact information changes, please notify AutoShare immediately.



### 33. Membership Criteria

In order to become and stay an AutoShare, the following criteria must be met:

- (a) a Member must meet minimum age requirements
- (b) a Member must currently hold a valid and full "G" class Ontario license (or its equivalent) and have also held a valid license for a minimum of 3 years;
- (c) a Member must have a "clean" driving record – a driving record is considered "clean" if it meets the following criteria as established by our insurer and the underwriting guidelines of our policy.
  - up to 4 infractions on the drivers record
  - one at-fault accident within the last 5 years
  - no more than 6 accumulated points on the drivers record (or equivalent if outside Ontario)
  - no speeding convictions 40km+ over the speed limit
  - no careless driving or criminal driving charges (e.g. careless/dangerous/impaired driving, racing, failure to pass or submit to a breath test, failure to stop at the scene of an accident, insurance fraud)

Membership criteria may be amended from time to time at the discretion of AutoShare or its Insurance Company.

### 34. Transportation Fraud

\$500 fine and/or forfeiture of any Mobility Membership and/or Deposit for any of the following:

- Members found intentionally omitting information, providing false or misleading information, using vehicles without a reservation or intentionally exploiting a security or system flaw.
- Driving without a valid drivers license
- Driving under the influence of alcohol or drugs
- Allowing someone who is not an approved member in good standing drive the vehicle, without prior authorization from AutoShare.
- Not reporting (with 24-hrs) any damage caused by a member or that occurs during their reservation.
- Failure to notify AutoShare immediately if you no longer meet the Criteria for Membership (# 31).



## Responsibility & Courtesy Charges

April 4, 2008

Gas Tank NOT MORE than ½ tank	\$10
Lost Key Replacement Charge.....	\$25* only replaced for members in good standing
Vehicle Key.....	\$25+* (specialty key/device can cost up to \$200*)
Dead Battery .....	\$50*
Roadside Assistance .....	\$25* (includes flat tire change, keys locked in car and emergency gas delivery).
Vehicle Unlocked / Windows Left Open..	\$25*
Unpaid Parking Tickets/Fines/Liens .....	\$25 administrative fee +ticket Cost
407 Toll Road Charges.....	\$2/ trip research fee + 407 fees
Dirty/Messy Vehicle Interior.....	\$25* + Cleaning Costs
Seats left down &/or seatbelts not in order	\$25* + transportation costs if necessary
Pet Hair Left in Vehicle.....	\$50* + Cleaning Costs
Smoking in Vehicle.....	\$100* + (all costs for interior shampoo)
Impounded / Towed Vehicle.....	\$50* + tow/impound/other fees
Transportation Fraud.....	\$500 and/or forfeiture of membership fee and deposit
At-Fault Car-Out-of-Service Fee.....	\$80% of the average daily rate (due to At-Fault accident), a maximum charge of \$250.
Incomplete Trip Log.....	\$2 per occurrence
NSF Cheque or Pre-Authorized Debit.....	\$20
Insurance Experience Letter.....	\$50 per letter request

	<ul style="list-style-type: none"> <li>▪ Vehicle Late &amp; AutoShare <i>not</i> notified before end of reservation.</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vehicle Returned Late &amp; AutoShare notified before the end of the reservation.</li> <li>▪ Key not replaced in Lock Box by reservation end time</li> <li>▪ Vehicle picked up early</li> </ul>	<ul style="list-style-type: none"> <li>▪ Vehicle taken without a reservation</li> <li>▪ Wrong vehicle taken</li> <li>▪ Vehicle not parked in correct spot</li> </ul>
<b>1<sup>st</sup> Offence</b>	\$30*	\$20*	\$50*
<b>2<sup>nd</sup> Offence</b>	\$45*	\$35*	\$50*
<b>3<sup>rd</sup> Offence</b>	\$60*	\$50*	\$60*
<b>4<sup>th</sup> Offence</b>	Membership Suspension and Review		

- Offence history is based on the previous 12 months.
- You are responsible for the vehicle until it is ready for the next member.

\* Reimbursement of disrupted members travel costs and/or AutoShare staff costs may apply (\$40 maximum per each disrupted member).

All charges and policies may be amended from time to time, with notice to members as set out in the Terms & Conditions.