

CARSHARING CO-OPERATIVE OF EDMONTON

MEMBERSHIP MANUAL

1. Introduction

Welcome to the Carsharing Co-operative of Edmonton!

The terms and conditions in this Manual are for the general well being of the Carsharing Co-operative of Edmonton (CCE) as a whole. This Manual is additional to:

- a) the By-Laws of the CCE, which lay down the legal organization and procedures of the CCE.
- b) the Membership Application/Agreement, which expressly provides for the liability of members for various charges and limits the liability of the CCE.
- c) The Price List
- d) Vehicle Operator's Manuals, which provide operating instructions specific to each vehicle.

If there is any discrepancy between the By-Laws and this Manual, the By-Laws take precedence.

Together, the Membership Application, the By-Laws, and this Manual constitute a contract between the Members and the CCE.

Members are required to abide by all of these documents. Before submitting a Membership Application you must read and understand all of this Manual and the By-Laws. By signing the Membership Application you acknowledge that you understand the various By-Laws and obligations contained in this Manual and you are agreeing to abide by those By-Laws and obligations. You and the CCE's legal rights and obligations are determined solely by the terms in this Manual, the Application, the By-Laws and the Vehicle Operators Manuals.

2. Definitions

In this Manual:

- 'CCE' is the Carsharing Co-operative of Edmonton,
- 'Board' means the Board of Directors of the CCE,
- 'Committees' means a working group established by the Board for a specific purpose,
- 'Co-operative' or 'Co-op' means the Carsharing Co-operative of Edmonton (CCE),
- 'CCE Vehicle' means a vehicle owned or leased by the CCE and includes any equipment included with the vehicle,
- 'Designated Driver' means a person designated as the driver for a disabled member or on behalf of a 'Group' or 'Organisation' as described under Section 25,
- 'Member' means a person that has been approved for membership by the Board of Directors, meets all eligibility requirements in the By-Laws,
- 'Associate Member' is a person that meets the following conditions:
 1. resides at the same physical address as a 'Member'
 2. is sponsored by a Member in good standing
 3. has a relationship with a Member in good standing
 4. meets all eligibility requirements in the By-Laws
 5. has purchased the required number of shares
 6. has been approved for membership by the boardOr is designated to be an Associate Member at the discretion of the Board.
- 'Group' or 'Organisation' Membership means a registered non-profit society or co-operative, business or government body that has a variety of registered, authorised users of the car share co-op vehicles,
- 'Member' or 'Membership' includes and applies to 'Member', 'Associate Member' and 'Group Member',
- 'Price List' means the price list approved by the Board, including any amendments to it, and
- 'By-Laws' means the Supplemental By-Laws of the Carsharing Co-operative of Edmonton.

3. Share Deposit and Refund

If a person meets the eligibility requirements and is approved by the Board, the applicant will be invited to join the Co-operative. The applicant is required to purchase the minimum number of shares to become a Member of the Co-operative. The number of shares required and the price for shares is set out in the Price List.

Any individual Member may sponsor a person to become an Associate Member if the conditions outlined in the definition section are met. The number of shares required for an Associate Member is set out in the Price List. The sponsoring Member agrees that their shares will be security for debts owing from the Associate Member, and the Associate Member agrees that their shares will be security for debts owing from the sponsoring Member.

Approved Group Member applicants are required to purchase the minimum number of shares as set out in the Price List.

The shares represent your share in the ownership of vehicles and assets belonging to the CCE, and serve as security for any liabilities resulting from this contract.

If you or the CCE terminate your membership during your first 180 days of membership, the CCE is not required to refund your shares until 180 days after the date you became a member or 90 days after your membership is terminated, whichever comes later. If you or the CCE terminates your membership after the first 180 days of membership the CCE will refund your shares within 90 days. In either case, such refund of your shares will be subject to deductions for moneys owing to the CCE.

4. Application for Membership

Applicants for membership are required to pay an application fee as set out in the Price List. The application fee is non-refundable and covers the cost of a credit check. Applicants must also supply a driver's abstract at their own expense.

5. General Rights and Duties

Control of the CCE lies with its members and is expressed at the General Meetings. As a member of the CCE, you are entitled and encouraged to attend meetings, vote for directors, stand for election as a director, and join committees. Your active participation in the affairs of the CCE is valued to ensure that the organization is run in a financially, socially and environmentally sound manner, in a spirit of good humor, kindness and respect. As this is a co-operative, it is expected that Members and Associate Members will sit on one committee. To facilitate communication among CCE members, all members with an email address will be expected to join the edmontoncarshare email group.

6. Lock Box Key

After being accepted as a member, paying the start up fee, and purchasing the required shares, you have the right to use the vehicles of the CCE according to the Membership Contract and this Manual. You will receive a lock box key, which allows you to access CCE Vehicles. You will also receive a User Name and Password for online booking of the vehicle.

The lock box key remains the property of the CCE. You are liable for the loss, damage and any possible misuse of the lock box key and other material. You are not allowed to make copies of the key. If you lose a lock box key, you must phone a CCE Board Member within one hour and inform the Board of the loss. Key and lock replacement fees will be charged according to the Price List.

You may not mark the lock box key with anything that might indicate it is for CCE Vehicle lock boxes. You are liable for any damages and losses that may result from disregarding this provision of the manual.

7. Booking --- How do I Book a Vehicle?

You MUST book a CCE Vehicle before using it. Bookings must be for periods beginning and ending on the hour, half-hour, or quarter-hour.

The procedure for booking is:

- a) log in to Online Booking at <http://www.web.net/~cce/members.html> using the User Name and Password provided.
- b) Find the day on the calendar when you wish to book the vehicle and click the underlined number to open the Create New Calendar Entry screen.
- c) Enter your Member ID in the Calendar Text field, select the Start time and End time, then click the Submit button.

We assume that all our members will refrain from pre-emptive bookings (i.e., pre-booking all summer weekends!).

8. Cancellations

If you have booked a vehicle but subsequently find that you wish to cancel all or part of your booking, call the Secretary or a member of the Membership Committee and leave a message to cancel the booking. If the booking is not cancelled, you will be charged the regular hourly fee for the period the car was booked.

9. Charges for Vehicle Use/Booking

If you book a vehicle you will pay

- a) the quarter-hourly, half-hourly, hourly, daily or weekly rate for which the vehicle is booked, and
- b) a charge per kilometer.

If you return a vehicle late, you will be required to pay an additional fee. These charges are listed in the Price List.

10. Booked Vehicle Unavailable

If the vehicle is not at its regular parking spot fifteen minutes after the beginning of your reserved time, you may cancel your reservation without charge.

Because of a member's failure to return a CCE Vehicle, you may rent a vehicle from a local car rental company and/or use a taxi (please keep costs within reason). The cost of taking a taxi or renting a vehicle, less the cost you would have incurred for a CCE Vehicle, will be reimbursed. CCE will reimburse for the less expensive of the two, and if you are the member whose actions described above caused another member to rent a car or hire a taxi then you will indemnify the CCE for costs incurred as described above.

11. Extension of a Booked Period

If for any reason you cannot keep to the booked return time, you MUST phone the Secretary or another CCE Board Member to prolong your booking time before the original booked period is over. If an extension is not possible because of a following booking, a fee will be charged according to the Price List.

You will also be required to pay the CCE for any of the expenses it incurred through having to reimburse other members for taxi or rental car expenses as described in Section 10.

If you know you are going to be late, please make every effort possible to contact the next member using the vehicle or a CCE board member.

12. Trip Log

You must complete a Trip Log each time you use the vehicle. Include date, name and member number, and ensure that both the KM at Departure and KM at Return are filled out (the last member who used the car should have already filled out the KM at Departure). Record the time you booked the vehicle in the Time Out and Time In fields and not the actual period of use. (If you return the vehicle late, enter the actual time of return in the Time In field.) Note Trip Expenses, if any, and anything you may have noticed

during the Walk Around before and after use. As a courtesy to the next user, fill out the KM at Departure on a new Trip Log and leave it in the clipboard.

13. Vehicle Check Before Departure and After Return

Check the vehicle before departure and after you return and note any new damage on the Trip Log. Significant new damage (i.e., a dent) must be reported to a CCE Board Member as soon as possible.

You must also check to ensure the following are included in the glove box

- Registration papers,
- Insurance papers,
- Accident report form
- Trip Log

You are required to contact a CCE Board Member as soon as possible if any of these items are missing. You must not drive the vehicle if the current insurance and registration papers are missing.

14. Carrying a Valid Driver's License

You must carry a valid driver's license during every trip. Your membership rights are conditional on your having possession of a valid driver's license. If your license is suspended, withdrawn, or expires, for whatever reason, your right to drive expires immediately. You must inform CCE immediately of any suspension, expiry, or withdrawal of your driver's license.

CCE may conduct a yearly driver's abstract check on each member.

15. Treatment and Operation of CCE Vehicles

As a member, you agree to treat the CCE Vehicles carefully. Remember you and others co-operatively own these vehicles. You also agree to leave the car clean inside, and to secure the vehicle and lock box properly against theft. Whenever you leave the car somewhere, you agree to secure it against theft. You must operate CCE Vehicles according to the Vehicle Operator's Manual located in each vehicle. You will be liable for any damage to the vehicle. You will also be charged for cleaning if the vehicle is left in an unacceptable condition for the next driver.

Particular care should be exercised when using roof racks or bike racks. You must ensure that they are well secured and will not damage the CCE Vehicle.

Smoking is strictly prohibited in all CCE Vehicles. With respect to those with allergies - **NO SCENTS IS GOOD SENSE!!** Please avoid the use of strong perfumes, colognes, etc when using the vehicles.

Smaller pets must be kept inside a fully enclosed pet carrier. Larger pets must be securely fastened in the vehicle and on a towel or blanket used to cover the seats. At the end of each trip you must vacuum up all pet hair. (Remember to take this time into account when booking).

Vehicles must not be:

- driven in any race or competition,
- used for any illegal purpose, or
- used while the driver is under the influence of any intoxicating substance or narcotic.

If the vehicle is used on other than regularly maintained public roads and sustains any damage that occurs as a result, you will be held liable for the full cost of damages.

You are responsible for maintaining a low noise level at the designated parking spot and to park only in that spot. If you observe any illegal use of the parking spot by any non-CCE Vehicle you should report it to a CCE Board Member immediately.

16. Refueling

It is your responsibility to ensure that the CCE Vehicle's gas tank is a minimum 1/2 full on return. You will be reimbursed for the cost of refueling CCE Vehicles. When you purchase gas for the vehicle, note the cost in the Trip Expenses section of the Trip Log form and attach the receipt (with your name, membership number and date of purchase) to the Trip Log.

17. Washing

The CCE will undertake to wash the car regularly. If you voluntarily clean a CCE Vehicle please be sure to make environmentally responsible decisions about appropriate choices for the wash, soaps, and solvents.

18. Maintenance & Emergency Repairs

The CCE will undertake regular maintenance of the CCE Vehicles. However, during the booked period, you must ensure that the oil and windshield washer fluid levels meet the Vehicle Operator's Manual specifications. Any receipts for purchases or repairs that you make to ensure the vehicle is operable must be marked with your membership number, and submitted to the CCE. You will be reimbursed up to a \$50.00 limit or, in the case of repairs, a higher amount pre-approved by a member of the Board. Any expenses paid in US dollars will be reimbursed according to the current rate of exchange at the time of reimbursement.

Please report any repairs made to the vehicle to the Maintenance Committee. If a CCE vehicle requires immediate repair during the period you have booked it (i.e., a flat tire), you will not be charged for the trip.

19. Return

You must return the CCE Vehicle in proper order by the end of your booking period and ensure that:

- a) the fuel tank is at least half full,
- b) it is parked in the official parking spot,
- c) the interior is clean,
- d) the defects are checked for and listed,
- e) the Trip Log has been completed in a correct and readable manner, signed and deposited in the log receptacle,
- f) the vehicle is locked securely, and
- g) the Vehicle key has been returned and the Lock Box is securely closed.

If you do not comply with any of the above requirements you may be charged a fee according to the Price List. If you return a vehicle late and as a result another member is required to rent a vehicle or take a taxi, you will be required to pay CCE for any of the expenses incurred because of having to reimburse other members for taxi or car rental expenses. (See Section 10.)

If you fail to return the vehicle two hours past your booked time for return without calling to inform a Board Member, a Board Member will call your phone number. If you cannot be contacted and have not given any indication that you will be driving in an area where there are no telephones, the vehicle will be reported to the police as missing.

20. Emergency Drivers

If an emergency occurs and the life or safety of you or another person is at risk, you may, subject to the provision below respecting your assumption of liability, allow a non-member to drive a CCE Vehicle, on condition:

- a) that you check that the non-member who will be driving the CCE Vehicle has a valid driver's license,
- b) that you ensure that the non-member is capable of driving before the trip, and is not under the influence of any intoxicating substance, and
- c) that you only allow the non-member to drive the vehicle under your personal supervision.

Requirement c) may be waived at the discretion of the Board of Directors if the emergency conditions are such that the member cannot provide personal supervision.

You are liable for any fees, costs or damages arising from the non-member's use of the CCE Vehicle.

21. Payments

You agree to be bound by the current Price List and to pay for your usage as you are billed. A bill will arrive weekly, bimonthly or monthly and must be paid by the due date. If an overdue amount exceeds \$25.00 a late payment charge of 1.25% per month, compounded monthly, will be charged on the total overdue amount. Payment can be made by personal cheque.

22. Insurance

The CCE is responsible for ensuring that all CCE Vehicles carry full comprehensive insurance, including liability insurance. The insurance conditions are available for your inspection upon request to a CCE Board Member. If you are involved in an accident and a claim is made against you or the CCE, settlement of that claim will be at the discretion of the CCE or its insurer.

You are responsible for indemnifying the CCE for all uncovered losses, including damages in excess of insurance policy limits (e.g., the deductible amount).

23. Accidents and damage

Any minor accident or damage in connection with a CCE Vehicle that you have booked must be reported to a CCE Board Member as soon as possible. In the event of a more serious accident (injury or damage exceeding \$500), you must report the damage to a CCE Board Member and the police as soon as possible. With accidents involving a third party, no matter the severity, you are obliged to secure evidence including names and address of all people involved in the accident, as well as evidence from any available witnesses, including their names and addresses and to provide the CCE with a written description of the accident and the damage incurred. After an accident you may only continue your trip with the explicit permission of a member of the Board.

All costs not otherwise covered by the CCE's insurance policy are your financial responsibility including, but not limited to:

- the cost of any deductible,
- any uninsured claims,
- any claims for which you are found to be at fault,
- costs of temporarily replacing a CCE Vehicle,
- legal defense fees, and
- costs arising out of any third party claims.

If damage occurs during the booked period or claims are made against the CCE or yourself for damages resulting from use of the CCE Vehicle, you will be deemed to be using the vehicle and be responsible for any costs incurred by the CCE.

If a repair costs \$200 or less or has been previously approved in writing by the Board, you may arrange to have it completed at your expense. You will not be compensated for this amount. You must inform the CCE immediately about any such repair and it must be properly authorized in advance.

24. Fines, Liens and Impoundment

If the vehicle is towed and impounded for illegal parking while you have booked it, you are responsible for:

- recovering the vehicle
- paying any costs arising from the vehicle being towed, and
- immediately notifying a CCE Board Member.

If you allow a lien to be placed on a Co-op Vehicle or allow the vehicle to be impounded (for instance, by failing to pay for repairs which you have authorized) without the approval of the CCE, you are responsible

for all costs, court and legal fees incurred by the CCE in pursuing the speedy return of the vehicle as well as any service charges in the Price List.

All fines for driving infractions (e.g. speeding tickets, careless driving etc.) and parking tickets shall be the responsibility of the member who was recorded using the CCE Vehicle at the time of the offense.

25. Reciprocal Arrangements with other Car Share Co-operatives

As a member, you may be allowed to use vehicles of car share co-operatives that have signed a reciprocal-use agreement with the CCE (no reciprocal agreements are presently in place). Whether or not you are allowed to use such vehicles will depend on the terms of the reciprocal agreement. Your intent to use a vehicle from another co-operative must be registered with the CCE, and the reciprocal use will be according to the terms and prices of the other co-operative. If you use or book a vehicle under the terms of a reciprocal agreement, you release the CCE from any claims related to your use of the vehicle, and you agree to indemnify the CCE from any claims or costs that may arise out of the use or booking.

26 Designated Drivers

- If you are unable to drive safely because of a physical and/or mental impairment you may appoint a Designated Driver to drive for you.
- Group or Organisation Members are required to name Designated Drivers to operate Co-op Vehicles on their behalf.

Before they can drive for you, you must provide the CCE with a copy of the Designated Driver's license. Designated Drivers can only use Co-op Vehicles if an authorized representative of the CCE has approved them. The right of Designated Drivers to drive can be suspended for any of the reasons for which a member's driving rights may be suspended.

Designated Drivers of a physically and/or mentally impaired person can only use Co-op Vehicles when the Full Member is present. The Full Member must maintain possession of lock box keys.

Designated Drivers for Groups or Organisations can only use vehicles when authorized to do so by the Group or Organisation.

The Full Member is responsible for ensuring that the Designated Driver abides by all the terms of this agreement. If under the terms of this agreement, a driving member would be liable to pay any moneys, you are responsible for paying that amount, notwithstanding that you may not have been the vehicle driver. You will indemnify the CCE for any claims arising from a Designated Drivers use of a vehicle for which you may have been liable as a driver under the terms of this Manual. All Designated Drivers must abide by this Manual.

The Group/Organisation will be responsible for all costs incurred by their Designated Driver(s). This includes but is not limited to: usage fees, liens, accidental damage, damage, and loss of keys and equipment owned by CCE.

27 Fees for violations

If you violate any term or condition of the Membership Contract, this Manual or the By-Laws, you are subject to the fees applicable under the Price List.

28. Suspension of Driving Rights

The procedures that permit the Board to suspend your right to drive or to terminate your membership in the CCE are described in the By-Laws, Articles IV.

As an Associate Member, if your Full-Member Partner's membership terminates, or their driving rights are suspended, then your right to drive will be suspended until either your Full-Member Partner's driving rights are re-instated, or you have become a Full Member. You may appeal to the Board to re-instate your right to drive as an Associate Member.

The Board has the right to temporarily suspend the right of any member access to any vehicles and property if the board believes that the member has violated any terms or conditions of the Membership Contract, the Membership Manual, or the By-Laws without prior notice. The Board will only suspend a member's right to CCE property without notice where it is the opinion that doing so is necessary to protect the property of CCE or the safety of its members or the public.

The Board will notify the suspended member within two working days, stating the reason(s) for the suspension. The notice will include a time and place for a meeting with the Board, at which the suspended member will have an opportunity to discuss the suspected violation and the suspension with the Board.

The meeting will not be earlier than one week after the suspension and no later than three weeks from the date of suspension. The suspension will extend to the time of the meeting (therefore ensuring prompt resolution).

If, after the meeting of the Board and the suspended member, the Board finds that a term or condition of the Membership Contract, the Membership Manual, or the By-Laws were violated the Board may extend the suspension for a period set by the Board OR request the suspended member's Termination.

29. Return of Lock Box Key on Termination

If your right to drive is suspended or your membership is terminated you must immediately return your lock box key to a CCE Board Member.

30. Termination by Member

You may terminate your membership in writing at any time. Your termination will only be effective on your return of all lock box keys in your possession and surrender of the share certificate. The full value of your shares will be reimbursed, less any liens for unpaid accounts as per Section 3.

31 Amendments to the Manual

The Board can amend this Manual, if it provides 28 days written notice to all members of any amendment being considered for approval. You along with all other members have a role in deciding the terms of this Manual through your right to elect members of the Board and voting. You are encouraged to contact the Board to offer input for these changes. Within one week of any amendments being approved by the Board they will be made available to members. Amendments will become effective 10 days after approval. Also, if two weeks prior to a regularly scheduled meeting of the Board, you provide a draft amendment in writing to the Office Manager, the Board will consider that amendment at its next meeting.

The Board can amend the Member Application and the Price List providing 28 days written notice to all members for any amendment being considered. Members are encouraged to offer their input for consideration by the Board for these amendments. Within one week of any amendments being approved by the Board they will be mailed to members. Amendments will become effective 10 days after they are approved.

Any amendment that is made which differs from the terms of this Manual must be made in writing, and signed by an authorized representative of the Board.

32. Severability

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

33. Notice

If this Manual requires the CCE or the board to give you notice, notice will be sent to you at the address provided in your Membership Application. If your address changes it is your responsibility to notify the CCE in writing.

34. Questionnaire

The CCE may collect data regarding driving modality and vehicle use. As a member you may be asked to complete a series of questionnaires.