



## Member Manual

TO BOOK A CAR

[www.pegcitycarcoop.ca](http://www.pegcitycarcoop.ca)

PHONE

(204) 793-3912

OFFICE

400-460 Main St.

Winnipeg, MB R3B 1B6

(Please refer to the website for current office hours)

## **What is a carshare?**

A carshare is a membership-based service that provides 24/7 access to vehicles on an hourly basis. Members have access to a fleet of vehicles without the hassle and costs of ownership.

## **How does a carsharing service work?**

Co-op vehicles are always left by users in the same designated parking spot or area. As a user, you reserve whichever vehicle you'd like in advance using one of the convenient booking methods – website or smart phone. At the time you reserved, you go to the car's location. All Members/Drivers have a unique key fob, which is used to gain entry to the vehicle. You then drive it as if it were your own. Before the time you reserved has expired, you return the car to the same designated parking spot, where you lock it and leave it. (Think of it as a library book that you borrow and then return.) The hardware system in the vehicle will then log both the duration and distance driven while in your possession, which is used for billing to your account. A manual Trip Log may be used as a back-up system.

## **Becoming a Member/Driver**

To become a Member/Driver, you must read and understand this Manual, the By-laws, and complete the Application. By signing the Application, you, as a Member/Driver, acknowledge that you have read and understand the various rules and obligations contained in this Manual and you are agreeing to abide by those rules and obligations. Your, and the Co-op's, legal rights and obligations are determined solely by the terms in this Manual, the By-laws, your signed Application, Member/Driver Contract, and the Vehicle Owner/Operating Manuals. Each Member is entitled to one vote in the Co-operative.

To be eligible to become a Member/Driver you must:

- Be at least 18 years old;
- Currently hold a Manitoba 5F class license or an equivalent;
- No speeding convictions 30km above speed limit within last 3 years
- Maximum 4 minor driving infractions within last 3 years;
- No more than one (1) at-fault collision in the previous 3 years; and
- Have no criminal driving charges.

## *Additional Drivers*

Up to five (5) people can be assigned to a Member's account, including the Member and four additional drivers. Business/Organizational Members can have up to 5 (5) employees assigned to their account. More than 5 drivers can be associated with the account but the Business/Organization may be subject to additional fees. Each Additional Driver is sponsored by the Member, and must complete the appropriate section of the Application, and, if approved, pay the application fee identified in the Rate Sheet (Appendix A). The driver eligibility requirements for Additional Drivers are the same as those for Members. Additional Drivers do not need to reside at the same address and agree to share a single bill on the Member's account. Additional Drivers for Business/Organizational Members must be a current employee or on contract. There is one vote per membership, which can be allocated at the discretion of the Member.

In the event a Member's account is terminated, all Additional Drivers on that Member's account will have their rights terminated at the same time, unless they successfully apply to become Members.

The Co-op recommends that a Business/Organization Member develop a policy regarding any limitations on usage of the vehicles by employees designated as Additional Drivers, and can assist in this process. However, the Business/Organization Member will be responsible for any and all bookings made by their employees whether or not they conform to the internal usage policy.

### **Shares**

If a person meets the driver eligibility requirements, they will be approved to join Peg City Car Co-op. The applicant is required to purchase the minimum number of shares to become a Member of the Co-op. The number of shares required and the price for shares is set out in the Rate Sheet (Appendix A).

The shares represent the Member's part in the ownership of vehicles and assets belonging to the Co-op, and serve as security for any liabilities resulting from this contract. If the membership is terminated by the Member or the Co-op, the Co-op is not required to refund the Member's shares until ninety (90) days after the membership is terminated. Any refund of the Member's shares will be subject to deductions for monies owing to the Co-op.

### **Rates/Fees**

The current rates and fees for using the Co-op vehicles are set out in the Rate Sheet (Appendix A) and on the website, and may change from time to time without notice. The Member/Driver agrees to pay the rates current as of the date the relevant Co-op vehicle is used. All rates are payable in Canadian dollars.

### **Orientation**

Each new Member/Driver is required to complete a self-led orientation before they are issued a key fob to access the vehicles.

### **Key Fob**

Each Member/Driver's key fob remains the property of Peg City Car Co-op. The Member/Driver is liable for the loss, deterioration and any misuse of the key fob and other material. If a key fob is lost, the Member/Driver must advise the Co-op office as soon as possible (and in any event, within one hour of the discovery of its loss) to inform them of the loss. The Member/Driver is responsible to pay all charges relating to the unauthorized use of a key fob. A key fob replacement fee must be paid before Peg City Car Co-op will issue a replacement. The fee will be reversed at no charge if the key fob is returned to the Co-op within thirty (30) days of the Member/Driver notice. Key fob returns after that period will incur a restocking fee.

### **Responsibilities/Rights and Duties**

Member rights include:

- Attendance at meetings, voting for directors, standing for election as a director, and voting on changes within the Co-op.

Member/Additional Driver rights include:

- Ability to join special interest committees within the Co-op. Active participation in the

affairs of Peg City Car Co-op is valued to ensure that the Co-op is run in a financially, socially and environmentally sound manner, and in a spirit of good humour, kindness and mutual respect.

- Access to clean, safe, affordable, and well-maintained vehicles.

Member/Additional Driver/Casual Driver duties include:

- Reporting any damage to the Co-op vehicles, whether inside or outside, that may have occurred prior to and/or during your use.
- Accepting responsibility for any collisions or damage you cause to any of the Co-op vehicles.
- Paying invoices.
- Accepting consequences of neglecting any duties.

### **Prohibited Usage**

Using the vehicle for work or school is allowed, however, the transportation of goods for compensation – in the case of receiving payment as a courier or taxi service – is prohibited and could result in termination of your membership.

### **Bookings**

The Co-op vehicles can be reserved by a Member/Driver up to one (1) year in advance. To use a vehicle, Members/Drivers must reserve a car online before use. You may reserve a vehicle for a minimum of one hour and additional time in 15 minute increments. You may reserve a vehicle for up to seven (7) days consecutively.

To reserve a Co-op vehicle online:

- Your Account Number is your Member Number by default and can be changed in the Settings menu.
- Your Password and Username are created during registration. Once logged in, you can change your password and username under your personal account settings.

*Remember to:*

- Please note the details of your reservation. It's up to you to know which Co-op vehicle you have reserved and for how long.
- Give yourself extra time. Being late is always more expensive than booking extra time from the start. It can cost you the price of a cab or even a rental car for the next user along with other fees (see Appendix A). Allow for unexpected delays.
- If you are going to be late returning the vehicle, go online or call the Co-op office to see if you can extend your reservation. You may be able to extend your reservation if no one has the vehicle reserved after you. If the vehicle is reserved immediately after your reservation and you are going to be late, please call the office so they can attempt to contact the next user and make alternate arrangements for their reservation. Please note that informing staff that you will be late returning a vehicle does not preclude you from being charged the appropriate late fees, outlined in the Rate Sheet (Appendix A).

### **Cancelling a Reservation**

If your plans change, be sure to modify or cancel your booking as soon as possible. Please see the Rate Sheet (Appendix A) for details on cancellation fees.

### **Accessing the Vehicle**

You will use your unique key fob to gain access to the vehicle you have reserved. Each Member/Driver is assigned a distinct key fob – they are not interchangeable. The vehicle can only be accessed by the key fob associated with the Account Number used to make the booking. However, you can add another driver to your online booking under "Driver Permissions", which grants fob access.

You "fob in" by placing the key fob in close proximity to the fob reader mounted low on the driver's side windshield. If the vehicle system correctly reads your key fob, the doors will unlock and the engine -will be mobilized. If you have no reservation, the vehicle will not respond to your attempted "fob in". The ignition key is securely connected by a cable to the steering column and stored in a holder.

Inspect the vehicle for any major damage that may have occurred before you accessed the vehicle. Contact the office for any significant or questionable damage.

During the reservation period, when you need to leave the vehicle, remove the ignition key and "fob out" to lock the vehicle. You "fob out" by placing the key fob in close proximity to the reader. It is **very important** to correctly "fob out" since otherwise the vehicle is left unlocked and can be driven away by anyone. Check if the vehicle system has correctly responded to the "fob out" by listening for the locks engaging or by testing the driver's door. The "fob out" also immobilizes the vehicles engine, which prevents theft of the vehicle.

The vehicle system will allow you to gain entry ("fob in") each time you return to the vehicle during your reservation period. Remember to "fob out" each time you leave the vehicle so it is not left unlocked throughout your reservation.

### **Returning the Vehicle**

When returning the vehicle at the end of your reservation period, ensure that:

- The gas tank is at least 1/4 full (gas purchases are reimbursed as a credit on your account within 1-2 invoice cycles, or will be charged directly to the Co-op if you use the Red River Co-op account card located in the glove box).
- It is parked in the usual parking spot (see below for when this is not possible).
- The interior is clean.
- Any damage or mechanical concerns are recorded, and if appropriate, contact staff immediately.
- You always FOB OUT to lock the doors and immobilize the engine when leaving the vehicle, whether during your reservation period or after you return it to its parking spot.
- All lights are TURNED OFF (headlights and cabin light) – dead batteries are a big inconvenience and cost everyone time, and the user at fault will be fined.
- If the usual designated parking spot has been occupied by another vehicle, wait a few minutes to see if the person is returning to their vehicle shortly (for example, 5-10 minutes).

If they do not return, park the vehicle as close to the designated spot as possible and call the office at (204) 793-3912 to let staff know that you were not able to park the vehicle in its usual spot. Please leave a message and you will not be charged a penalty for not returning the vehicle to its proper place.

- Note: If you mistakenly leave something in the vehicle and return to collect it shortly after your reservation has ended, you will be able to "fob in" as long as no other Member/Driver has already started a subsequent reservation. This entry to the vehicle does not extend your reservation.
- If you return a vehicle earlier than the reservation end time, the remaining time will be treated as a cancellation. However, if another Member/Driver books a portion or all of the unused time, you will be charged on a pro-rated basis.

### **The Vehicle is Not There**

If the vehicle is not at its usual parking spot at the beginning of your reserved time, call the office at (204) 793-3912. If you can wait to see if the previous Member/Driver returns within 5-10 minutes, please consider doing so. When you confirm that you have the correct reservation, there are three options (please contact the office to assist):

- 1) Cancel the reservation without charge,
- 2) Change the reservation to another Co-op vehicle, or
- 3) Arrange alternate transportation, such as a taxi.

The cost of alternate transportation less the cost you would have incurred for your vehicle booking will be reimbursed upon presentation of receipt. Reimbursements for a given month will be shown as a credit on your account within 1-2 invoice cycles.

### **Late Vehicle Returns**

If you are late returning a vehicle, whether you inconvenience another user or not, you will be charged a penalty as outlined in the Rate Sheet (Appendix A). This can potentially be avoided by extending the reservation time, assuming the vehicle is available for the time slot immediately following your reservation. Assuming the vehicle is available, reservations can be extended online or by calling (204) 793-3912 between 8 am and 11 pm.

If your late return forces another user to arrange alternate transportation, the Co-op will also charge you for the cost of alternate transportation for the other user (such as a taxi). Therefore, to avoid late fees you are **strongly** encouraged to allow for extra time when making your reservations.

### **Emergency Assistance**

All co-op vehicles are covered by roadside assistance. If you are in need of roadside assistance, call the office at (204) 793-3912 and we will work to get you into another nearby vehicle or get roadside assistance out to you quickly.

## **Maintenance**

Peg City Car Co-op performs regular maintenance checks on its vehicles. However, during your use of the vehicle, you must report any reasonably noticeable indications that engine oil, coolant or windshield washer levels are in need of attention. If any of these indicator lights come on during your reservation, please contact Co-op staff to alert them to the issue. Record any purchases you make for the vehicle (gas, windshield washer fluid, etc.) and attach receipts to the Trip Log for credit, which will appear on your account within 1-2 invoice cycles. Please refer to the maximum allowable purchase amount in the Rate Sheet (Appendix A). Any suspicion of a need for servicing and/or repair should be reported immediately to Co-op staff and all repairs must be pre-authorized by staff. If the vehicle doesn't start, or breaks down during your reservation time, please contact staff for direction.

## **Collisions and Damage**

Any collision or damage in connection with the Co-op vehicle that you, as a Member/Driver, are using must be immediately reported to staff and if applicable, to the police. You are obligated to use your best efforts to secure evidence from any available witnesses and, to the extent possible, provide the Co-op with a completed Incident Report Form outlining the information of all those involved, the details of what happened in the collision, and the damage incurred. An Incident Report Form can be found in the pencil case in the glove box. After a collision you may only continue your trip with explicit permission from Peg City Car Co-op's office. If

- a) there is any loss or damage to Co-op vehicles, including the costs of temporarily replacing a Co-op vehicle during repairs, or
- b) there are any claims by third parties against Peg City Car Co-op, you or a driver authorized by you, which are not covered by the Co-op's insurance policy and arise out of your use of a Co-op vehicle, you will be responsible for the loss, damage or claim.

### **Not-At-Fault Collisions:**

- The Co-op will pay the damage fee if you are DEEMED NOT AT FAULT even though you were operating the vehicle (e.g. you were hit from behind while stopped).
- No individual Member/Driver will be held liable for any increase in the Co-op's insurance premiums as a result of a collision; the Co-op, as a whole, will absorb the increase.

### **At-Fault Collisions:**

- If you are DEEMED AT FAULT, you are responsible for the deductible costs related to the collision. As a Member/Driver of the carshare, you have three options in terms of coverage to protect you in case of an at-fault collision. Please see the insurance section for more information. Your liability will normally include the \$750 damage fee, providing the damages resulting from the collision are covered by the Co-op's insurance policy. Alternate options (as described below) available to members must be arranged prior to a collision occurring to be valid.
- You will be liable for any claims by third parties against you or the Co-op that are not covered by Peg City Car Co-op's insurance policy and arise out of your use of a Co-op vehicle (for instance, because you have driven while intoxicated).
- If, during the time that you reserved a Co-op vehicle (unless you have cancelled the reservation or returned the Co-op vehicle early and updated your reservation to reflect this

early return), damage occurs to the reserved vehicle or claims are made against Peg City Car Co-op or you for damages resulting from use of the vehicle, you will be deemed to be using the Co-op vehicle and be responsible for any costs incurred by the Co-op.

- If an at-fault claim is made, and you have another at-fault collision within five (5) years, your status as a Driver with the Co-op will be immediately suspended pending review by the Board at their next regularly scheduled meeting.

### **Treatment and Operation of Vehicles**

As a Member/Driver, you agree to treat the Co-op's vehicles carefully. Remember you and others cooperatively own these vehicles. You must operate the Co-op vehicle according to the operator's manual located in the vehicles. You will be liable for any damage to the vehicle that results from disregarding these rules.

*Peg City Car Co-op vehicles must not be:*

- Smoked in;
- Driven in any race or competition;
- Used for any illegal purpose; or
- Used while the driver is under the influence of any intoxicating or impairing substance or narcotic.

### *Cleaning & Maintenance*

- Clean up after you've used the vehicles – the Co-op will be happy to reimburse you for car washes and vacuums (staple the receipts to the Trip Log), but you will be held responsible for the cost of cleaning major messes.
- When transporting pets, use a pet carrier, or at a minimum, a tarp as a barrier between the animal and the upholstery, and clean the vehicle after use.

By treating the Co-op vehicles with respect, you can help keep the Co-op's rates low and ensure that a reliable vehicle is ready for you when you need it. Good driving habits mean lower maintenance bills, fewer breakdowns, and less harm to the environment.

*The following is general advice for treating the Co-op vehicles carefully:*

- In conditions below -20C, it is not necessary to let the vehicle warm up for more than 30 seconds but drive gently for the first few kilometres.
- In winter, ensure that all windows have good visibility (i.e. clear of frost, snow, etc).
- Do not rev the engine – you shouldn't need to touch the gas until you shift into gear.
- Accelerate gently, especially for the first few minutes.
- Brake gently, turn corners gently and slow down for bumps.
- Clean all the windows and mirrors often (best to use a squeegee at a gas station).
- Don't idle for more than 10 seconds (turn off the engine).
- If you notice engine troubles or other mechanical or safety features that may endanger you and/or damage the vehicle, please advise the Co-op immediately at (204) 793-3912.
- Do a visual check of the tires and either let Co-op staff know if any of them seem low or fill them with air. There is a tire pressure gauge provided in each Co-op vehicle (located in the



glove box) should you need to check the tire pressure.

### **Driver's License**

You must carry a valid driver's license during every trip. Your driving privileges are conditional on you possessing a valid driver's license. If your license is suspended, withdrawn or expires, for whatever reason, your right to drive Peg City Car Co-op vehicles expires immediately. You must inform the Co-op immediately of any suspension, expiry or withdrawal of your driver's license. Peg City Car Co-op may conduct a yearly driver's abstract check on each Member/Driver.

### **Lost & Found**

If a member forgets an item in a vehicle, staff will bring it into the office. An email will be sent out to all users of the car since the last time a staff member was in the vehicle (typically two weeks). For lower value items (such as water bottles, umbrellas, empty tote bags), the email will provide a vague description, e.g. silver coffee mug with stickers. Higher value items (such as jewelry, electronics, instruments) will not be described with any detail beyond a general description, e.g. necklace. Members will be asked to provide a description of the item to confirm ownership.

Arrangements will be made with the member to pick up the item at Peg City's office, unless otherwise agreed upon on a case-by-case basis.

If the item is unclaimed, a second email will be sent 30 days after the initial email to members. Items will be held by Peg City Car Co-op for a total of 90 days from the initial email, after which unclaimed items will be donated to local thrift stores.

### **Insurance**

Peg City Car Co-op Members/Drivers have three options to protect them in case of a collision or damage to the vehicle during a booking:

#### 1. *Basic Coverage*

All members are covered by Peg City Car Co-op with basic coverage of up to \$750 damage fee in the event of an at-fault collision and \$4,800,000 Third Party Liability (TPL). Personal Injury Protection (PIPP) coverage (bodily injury) also applies to drivers and passengers while they are occupying the vehicle in Manitoba.

#### **Insurance Summary**

The best option for both our Members/Drivers and the Co-op is CLDI on a credit card. The next best option for members is the Damage Pool.

With Peg City Car Co-op, you'll always be covered.

While you have a vehicle booked, you are responsible for it. In the event of an unfortunate incident causing damage to a Co-op vehicle during your booking, your damage fee is up to \$750. If a Co-op vehicle is stolen during your booking, you pay up to \$750 plus downtime at regular hourly rates (note that if you fob out properly, the vehicle cannot be stolen).

#### 2. *Damage Pool*

If Members/Drivers wish to reduce the risk of paying the full \$750 damage fee in the case of an

at-fault collision, they have the option of joining the Damage Pool. When you join the Damage Pool, every driver on your household account is fully covered by all aspects of Peg City Car Co-op's insurance and will not be required to pay the damage fee in the event that a Co-op vehicle is damaged during your booking. Instead, the money will come out of the Damage Pool. You can immediately re-join the pool if you have to apply the pool to a damage incident.

The Damage Pool fee is outlined in the Rate Sheet (Appendix A). Once subscribed, it is automatically renewed on the anniversary date of joining or renewable after using the pool.

### 3. CLDI Coverage

Many credit cards now offer Collision/Loss Damage Insurance (CLDI) that includes carsharing. Peg City Car Co-op is pleased to extend this coverage to members who use an eligible credit card to pay their monthly usage. In the event of a collision, the Co-op will charge the insurer directly. With VISA or MasterCard CLDI coverage, you would be fully covered by the credit card company for any damage to a Co-op vehicle. Note that your card may not cover certain vehicles (e.g. pick-up trucks). Please check with your credit card company to find out what their restrictions are.

To find out if your VISA, MasterCard or American Express card holders, please check your agreement or ask your financial institution if your card has CLDI coverage.

### **Traffic Violations/Parking Fines**

Members/Drivers are individually responsible for any traffic violation or parking fines accumulated during the period for which a Co-op vehicle is reserved. If the fine goes unpaid by the Member/Driver and is forwarded to the Peg City Car Co-op office, the Co-op will charge this amount plus an administration fee on the Member's monthly invoice. See the Rate Sheet (Appendix A) for details.

If a Co-op vehicle is towed and impounded for illegal parking while a Member/Driver has reserved it, the Member/Driver is responsible to immediately contact the Co-op office at (204) 793-3912. In this event, the Member/Driver will be responsible for all reasonable costs, court and legal fees incurred by Peg City Car Co-op in recovering the vehicle.

### **Monthly Invoices**

**Full co-op Members** will receive an e-mailed invoice each month showing a tally of fees owing, including those for Additional Drivers on their account, based on hourly and per kilometre rates, as well as a tally of credits for reimbursements. As a Member/Driver, you agree to be bound by the current usage rates and pay for your usage as you are billed.

Invoices will be emailed one (1) week in advance of being charged through pre-authorized payment by credit card. In the event of insufficient funds or decline of payment, a penalty fee will be charged as outlined in the Rate Sheet (Appendix A). Upon the discretion of the Co-op, driving privileges will

be suspended until full payment has been made.

**Casual drivers** are billed on a pay-as-you-drive basis. Casual drivers are required to have a credit card on file, and each trip is deducted automatically from that card. Casual drivers will receive a monthly email as well, but this does not reflect the most up-to-date information regarding your usage. Please log into your personal account to see an accurate reflection of upcoming or completed bookings, as well as any payments made.

### **Termination of Membership by Peg City Car Co-op**

The procedures that permit the Board to suspend your right to drive or to terminate your membership in the Co-op are described in the By-laws, Section 6.12:

#### **Termination of Membership for Cause**

6.12 If a member's conduct is considered to be detrimental to the welfare of the Cooperative, the board may, by a special resolution passed by the directors at a meeting called to consider the resolution, terminate the membership of the member for cause. The member shall receive at least 7 days' notice of the meeting at which the resolution is to be considered, together with a statement of the grounds upon

which the membership of the member is proposed to be terminated. The member is entitled to appear, either personally or by or with an agent or counsel, to make submissions at the meeting.

As an Additional Driver, if the sponsoring Member's membership is terminated, or their driving rights are suspended, then your right to drive will be suspended until either the sponsoring Member's driving rights are re-instated or you have become a Member by purchasing the required shares.

The Board has the right to temporarily suspend the right of any Member/Driver's access to any vehicles and property if the board believes that the Member/Driver has violated any terms or conditions of the Member/Driver Contract, the Membership Manual, or the By-Laws without prior notice. The Board will only suspend a Member/Driver's right to Peg City Car Co-op vehicles and property without notice where it is the opinion that doing so is necessary to protect the property of the Co-op or the safety of its Members/Drivers or the public.

The Board will notify the suspended Member/Driver within two (2) 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/Driver will have an opportunity to discuss the suspected violation and the suspension with the Board.

The meeting will not be earlier than one (1) 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/Driver, 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 termination of the suspended Member/Driver's membership.

### **Termination of Account by Member/Driver**

Members/Drivers may terminate their membership in writing at any time. The termination will only be effective upon the Member/Driver's return of the key fob in his or her possession as well as those of any Additional Drivers associated with the Member's account. If the key fob is not returned, the Co-op will charge a "lost key fob" fee to the Member/Driver's account. The full value of the Member's shares will be reimbursed, less any liens for unpaid accounts, ninety (90) days after membership termination. Additional Drivers associated with the Member's account can purchase the required shares to become a Member and retain driving privileges.

### **Severability**

If any single part of this agreement is found to be legally ineffective or unenforceable, it shall not affect the validity or enforceability of the rest.

### **Amendments to the Manual**

The Board of Directors, acting reasonably, can amend this Manual at any time upon notice to all Members as outlined herein. Members have a role in deciding the terms of the Manual through their right to elect the Board of Directors of the Co-op. Also, if two (2) weeks prior to a scheduled board meeting, you as a Member provide a draft amendment to this Manual in writing to a Board member or Co-op staff, the Board will consider that amendment at its next meeting.

Within 1 (one) week of being approved by the Board of Directors, amendments will be emailed and/or mailed to all Members. Amendments will not be effective any sooner than thirty (30) days after they are approved by the Board.

The Board can amend the Rate Sheet (Appendix A) at any time in accordance with the provisions of the Rate Sheet of this Manual. These amendments to the Rate Sheet will be emailed and/or mailed to Members within one (1) week of being approved by the board. Rate amendment changes will not be effective any sooner than thirty (30) days after they are approved by the board. Any agreement made that differs from the terms of this Manual must be made in writing and signed by an authorized representative of the Co-op.

### **Limitation of Liability**

To the extent permitted by law, the Member/Driver waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for damages arising from the condition of a Co-op vehicle, except in cases of gross negligence.

The Member/Driver also waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for a Co-op vehicle not being available at the time it was booked.

If Peg City Car Co-op is delayed or prevented from exercising its obligations in accordance with this agreement due to circumstances beyond its reasonable control, including without limitation,

strikes, lockouts, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, act of God, or other similar causes, then such failure to meet obligations shall not be a breach of this agreement.

Notwithstanding anything to the contrary contained in this agreement, Peg City Car Co-op will not, under any circumstances, be liable for consequential, incidental, special, or exemplary damages arising out of or related to this agreement, including but not limited to lost profits, loss due to inability to obtain data, loss of business, or loss of anticipated profits, revenue, or use, even if apprised of the likelihood of such damages occurring.

Notwithstanding anything to the contrary contained in this agreement, under no circumstances will Peg City Car Co-op's total liability of all kinds arising out of or related to this agreement or otherwise in connection with a Co-op vehicle (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, equity or otherwise, exceed the total amount paid and/or owed by the Member/Driver to Peg City Car Co-op under this agreement in the three (3) months immediately preceding the event that first gave rise to the claim.

Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by Peg City Car Co-op to the Member/Driver and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement and all provisions shall be applied to the fullest extent permitted at law.

The limitations in this section will apply notwithstanding the failure of essential purpose of any limited remedy in this agreement.

### **Waiver**

Any waiver of the provisions of this agreement or the Member's Terms or of a party's rights or remedies under this agreement or the Member's Terms must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or the Member's Terms or its rights or remedies at any time, will not be construed as a waiver of the party's rights and will not in any way affect the validity of the whole or any part of this agreement or the Member's Terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this agreement or the Member's Terms will not preclude the enforcement by the party of any other right or remedy under this agreement or the Member's Terms or that the party is entitled by law to enforce.

### **Definitions**

In this Manual:

- 'Board' means the Board of Directors of Peg City Car Co-op,
- 'Co-operative', 'Co-op' or 'Carshare' means Peg City Car Co-op,
- 'Co-op vehicle' means a vehicle owned or leased by Peg City Car Co-op and includes any

equipment included with the vehicle,

- 'Member' means a person that has been approved for membership by the Board of Directors, meets all eligibility requirements in the By-Laws, and has been issued a Member (Account) Number ,
- 'Driver' refers to a Casual Driver *or* an Additional Driver on a Member's account who meets the following conditions:
  - Casual Driver:
    - Meets all eligibility requirements in the By-laws;
    - Has paid the appropriate fees as outlined in the Rate Sheet; and
    - Has been approved by the Board.
  
  - Additional Driver:
    - Has been added by the 'Member', or is a current employee or contractor of a Business/Organization 'Member'
    - Meets all eligibility requirements in the By-Laws;
    - Has paid the appropriate fees as outlined in the Rate Sheet;
    - Has been approved by the Board; and
    - Agrees to combined billing with the Member.
- 'Rate Sheet'' means the list of fees and rates approved by the Board, including any amendments to it, and,
- 'By-Laws' mean the By-Laws of Peg City Car Co-op.

## Appendix A: Peg City Car Co-op Rate Sheet

Members/Drivers have access to a fleet of vehicles owned and shared by the Co-op. Members are shareholders in our Co-operative and are eligible to vote at the Annual General Meeting (AGM).

The rates and fees set out in this sheet may change from time to time as approved by the Board. Members will be notified of any changes within one week of approval by the Board, and changes will not take effect sooner than 30 days after they are approved by the Board.

<b>Co-op Membership</b>	
To Join	<p><b>Member shares:</b> One-time, refundable \$500 member shares purchase  <b>Application fee*:</b> \$25  <b>Additional Drivers:</b> Add up to four more drivers per Member account. All activity is billed to the Member account.                      Cost per Additional Driver: \$25 application fee</p> <p><b>Business/Organization Member:</b> Same costs as above for up to 5 designated drivers associated with this Member account. Add \$25 per month for each additional 10 drivers (plus \$25 application fee per driver)</p> <p>*Application fee includes \$10 cost of purchasing MPI Driver Abstract.</p>
Usage Fees	<p><b>Member plan:</b> \$0 per month                      \$4.85 per hour, \$0.36 per km, plus fuel surcharge if applicable                      \$0.18 per km over 50 km on any booking</p>
	<p><b>Member+ plan:</b> \$30 per month                      \$2.85 per hour, \$0.36 per km, plus fuel surcharge if applicable                      \$0.18 per km over 50 km on any booking</p>
	<p><b>Maximum hourly charge per day:</b> 8 hrs on both weekdays and weekends                      Free overnight hours between midnight and 7.am.</p>
<b>Casual Driver</b>	
To Join	<p><b>Casual plan:</b> \$4.50 per month  <b>Application fee*:</b> \$25                      Note: Casual Drivers are not eligible for Member/Additional Driver perks, such as the daily rate cap, no hourly charge between midnight and 7 a.m., etc.</p> <p>*Application fee includes \$10 cost of purchasing MPI Driver Abstract</p>
Usage Fees	<p>\$9 per hour, including up to 50 km per day                      \$0.36 per km beyond 50 km per day, plus fuel surcharge if applicable</p>

### Included

Fuel, insurance, maintenance, permanent parking, and roadside assistance are included.

### Referrals

Refer Peg City Car Co-op to someone who joins and you each get a \$25 driving credit!

### Taxes

PST and/or GST apply to all monthly fees and usage

## **Damage Pool**

To reduce or eliminate the \$750 damage fee in the event of an at-fault collision, Members/Drivers can join the Damage Pool for \$40 per year. Once subscribed, it is automatically renewed on the anniversary date of joining or renewable after using the pool.

## **Fuel surcharge/rebate**

A fuel surcharge or rebate addresses unpredictable gas prices while keeping rates stable and fair and may affect the per kilometre driving rate. The surcharge is calculated based on average gas prices in Winnipeg that month and is applied once the price of gas is above \$1.20/litre. At that point, the surcharge increases by one cent for every 10 cent increase in the price of a litre of gas. For example, if the average price of gas in Winnipeg is \$1.40/litre, the fuel surcharge would be \$0.02 so the total cost would be \$0.38/km. The fuel rebate applies in the same manner, for every \$0.10 below \$1.00/litre.

## **Cancellation + No Shows**

There is no charge for cancelling a booking more than 24 hours before the booking starts. Keep in mind that a portion of your cancellation charge may be waived if someone else books the car for the time you've freed up.

- LESS than 24 hours notice? ..... You will be charged 50% of the hourly rate
- LESS than 6 hours before a booking? ..... You will be charged 100% of the hourly rate
- No Show? ..... You will be charged 150% of the hourly rate

Cancelling is always less expensive than not showing up. A 'No Show' means you did not cancel and did not use the vehicle.

## **Late return + use of vehicle beyond booking**

The charge for returning a Peg City Car Co-op vehicle late is \$20 plus the cost for alternate transportation for the inconvenienced Member/Driver. The usage costs beyond the reserved time will be charged at \$10 per hour and \$1 per km. All users deserve to have their booked car ready and waiting for them at the booked time. As soon as you think you'll need the car longer than originally booked, call us to see if your time can be extended or try doing it online.

## **Not fobbing out**

Fobbing out at the end of your booking secures the vehicle by disabling its engine. This significantly decreases the chance of someone taking it by mistake or stealing it. Leaving a vehicle unsecured and not fobbing out at the end of your booking may incur a charge of up to \$250.

## **Purchase of fuel**

Members/Drivers are encouraged to use the Red River Co-op account card whenever possible. Otherwise, the Member/Driver will be reimbursed (up to a \$50.00 limit) as a credit within 1-2 invoice cycles for the purchase of fuel, windshield washer fluid, etc. Co-op staff must approve higher reimbursements.

The Red River Co-op account card can be found in the glove compartment of each vehicle, along



with a pencil pouch, stapler, pens, and a log book. Note: some vehicles in our fleet have two glove compartments.

Fuel up the vehicle, then pull out the pouch and logbook from the glove compartment. Fill out the logbook information with:

1. The expense type (fuel, windshield wiper fluid, etc.) and the dollar amount
2. Date and time
3. Your member number and signature
4. Odometer reading

Regardless if you are using the Red River Co-op card, or are paying out of pocket at a non-Red River Co-op gas station, we ask that every member staple the receipt to the next available logbook page after making your fuel purchase. If you need a copy of the receipt, please take a picture for your records, or ask the station attendant to print two copies. You may also keep the second copy of the logbook for your records. Reimbursements appear as a credit on your account within 1-2 invoice cycles. Remember to return the fuel card and pouch to the glove compartment when you are done.

#### **Other fines + infringements\***

Lost key fob	\$15 (\$10 returned if found within 30 days)
Gas left under 1/4 tank	\$20
Vehicle interior left dirty or messy	\$10 + cleaning/detailing costs
Smoking in vehicle	\$25 + cleaning/detailing costs
Parking other than usual spot	\$25
Drained battery	\$10
Parking and traffic tickets	\$20 admin charge + cost of ticket if paid by the Co-op
Towed car	All accumulated impound charges + \$15 admin fee plus \$20 compensation to affected user and cost of alternate mode of travel, and compensation to Co-op of hourly rate while the car is unavailable
Small repairs (if user responsible)	Up to \$500 for cost of repair + hourly rate while car is unavailable
Failure to record vehicle damages	\$25 admin fee and/or partial or full payment for vehicle repairs and/or the hourly rate while the car is unavailable

Insufficient funds for payment

\$15

Interest on overdue balance

1.25% compounded monthly (18% annually),  
driving privileges suspended after 30 days  
without payment