

1. introduction

Welcome to Modo The Car Co-op. Your membership in Modo is valued. Our mission is to ensure that Modo is run in a financially, socially and environmentally-responsible manner, in a spirit of good humour, kindness and respect.

The terms and conditions in this Handbook are for the benefit of our carsharing members and the general well-being of our co-operative as a whole. This Carsharing Handbook is additional to:

- (a) any Agreement which includes an agreement to abide by this Handbook; it acknowledges the liability of members for various charges and limits the liability of Modo; and
- (b) the vehicle operator's manuals found in the Vehicles which provide operating instructions specific to each Vehicle.

All Members and registered carsharers of business members are required to abide by these documents. If applying to carshare with Modo you must read and understand all of this Handbook.

2. definitions

In this Handbook,

Applicant

means a prospective member;

Board

means the board of directors of Modo;

Carsharer

means a person with official permission from a business member administrator to drive on behalf of the business member or on a separate Agreement as mentioned in 1(a);

Emergency driver

means a driver allowed to drive a Modo Vehicle under the personal supervision of a Member for the duration of an emergency in accordance with Section 12 of this Handbook;

Member

means a co-op member, a casual member, a business member, or a carsharer;

Member Care Manager

means a manager designated by the Chief Executive Officer;

Modo and Modo The Car Co-op

mean in each case Modo Co-operative, d.b.a. Modo The Car Co-op;

Price List

means the most recent price list posted on our website including any amendments to it, where the price list for individual members is applicable for co-op and casual members and the price list for business members is applicable for business members;

Vehicle

means a vehicle owned or leased by Modo and includes any equipment in the Vehicle; and

You or Your

means a Member of Modo.

3. joining

Carsharing with Modo requires that you are at least 19 years of age. In addition, we require that you have:

- A valid driver's licence;

- At least three years' driving history;
- Three or fewer traffic violations in the last five years;
- No at fault accidents within the past three years (or, for BC drivers, no more than one at fault accident if you have ICBC safe driving discount of at least 35%); and
- No driving convictions under the *Criminal Code* or serious violations of any provincial driving legislation such as the *Motor Vehicle Act*.

A Driving Record and Claims History are required to confirm each Applicants' compliance with these terms.

Modo will advise Members of violations of any rules. In the event of multiple or serious violations Modo reserves the right to suspend the carsharing privileges of any Member. Business members will be advised of violations of any rules by carsharers on their accounts.

4. carrying a valid driver's licence

You must carry a valid driver's licence with you during every trip. If your licence is suspended or withdrawn, or expires for whatever reason, your carsharing privileges are immediately suspended. You must inform Modo immediately of any suspension, withdrawal, or expiry of your licence. Failure to do so may result in the permanent suspension of your carsharing privileges without notice.

5. fob + access to vehicles

Upon joining, you will be assigned a fob which allows you to access Vehicles. The fob remains the property of Modo. You are liable for the loss, deterioration and any possible misuse of the fob. If you lose the fob, you must phone Modo within one hour and inform staff of the loss. Fob replacement fees will be charged according to the Price List.

Assignment or transfers of fobs between Members is not permitted. You are liable for any damages which may result from disregarding this rule.

6. booking a vehicle

If you want to use a Vehicle you must book it before use. When you book a Vehicle you will book it for periods beginning and ending on the hour or half hour.

7. charges for bookings

If you book a Vehicle the charges are as follows:

- the full rate for each half hour for which the Vehicle is booked;
- you may pay a charge per kilometre; and
- you may pay a fuel surcharge depending on the average price of gas in the Lower Mainland.

If you return a Vehicle late or incur fines, you will be required to pay additional fees. All of these charges are set out in the Price List.

8. vehicle check before departure

Before using the Vehicle you must check for any visible defects. Modo must be informed of visible defects by email or phone voicemail before departure. If Modo has not been informed before departure, the last member or carsharer will be liable for the damage.

You must also check to ensure that the following are in the Vehicle:

- Vehicle insurance and registration;
- Vehicle operator's manual.

You are required to inform Modo's office if any of these items are missing. **You must not drive the Vehicle if the current insurance and registration are missing.**

9. extension of a booked period

If for any reason you cannot return the Vehicle on time, you must phone to extend your booking time before the original booked period is over. If an extension is not possible because of a following booking, you must return the Vehicle by the end of your booking period. If you return the Vehicle after the end of your booking period, a late fee will be charged according to the Price List. You may be charged for expenses Modo incurs from reimbursing other Members for expenses under Section 11 of this Handbook.

10. cancellations

If you have booked a Vehicle but subsequently find that you wish to cancel all or part of your booking, a cancellation fee may be payable. If the Vehicle is subsequently used by another Member during the canceled period, this portion of the cancellation fee will be waived. Cancellations after the booked period has begun (and No Shows) are subject to a prescribed charge as set out in the Price List.

11. booked vehicle unavailable

If the Vehicle is not at its regular parking spot at the beginning of your reserved time **you must** report this to Modo. You may either cancel the reservation without charge or change the reservation to another Vehicle.

If no other Vehicles are available, with approval from Modo, you may rent a vehicle from a local car rental company or use a taxi, whichever costs less. The difference between what the Modo trip would have cost you and the cost of renting a car will be reimbursed up to the maximum rates listed on the Price List. Rental of a car will only be reimbursed where it is less expensive than using a taxi. Receipts must be submitted for reimbursement.

12. emergency driver

If an emergency occurs and the life or safety of you or another person is at risk you may allow another person to drive a Vehicle, on the following conditions:

- that you check that the Emergency Driver has a valid driver's licence;
- that you ensure that the Emergency Driver is capable of driving before the trip and is not under the influence of any intoxicating substance; and
- that you only allow the Emergency Driver to drive the Vehicle under your personal supervision. You are liable for any fees, costs or damages arising from that person's use of the Vehicle.

13. treatment + operation of vehicles

As a Member, you agree to treat Vehicles carefully. You also agree to leave the Vehicle clean inside and out and to secure it properly against theft. Whenever you leave the Vehicle you agree to secure it against theft by fobbing out. You must operate Vehicles according to the Vehicle operator's manual located in the Vehicles. You will be liable for any damage to the Vehicle that results from disregarding these rules.

You and all passengers are required to wear seat belts. Where appropriate, in the rear seats, use child seats appropriate for the age and size of each child. Proper care must be given regarding messes made by children walking on seats or eating in the Vehicles. Please keep the Vehicles clean.

Particular care should be exercised when using roof racks or bike racks. You must ensure that they are well secured to the Vehicle and that bicycles or other gear are properly secured to the racks. You must also ensure that neither the rack nor the gear will damage the Vehicle.

Smoking is prohibited in all Vehicles.

Pets are restricted except inside a secured pet carrier. Proper regard must be given to the cleaning of pet hair and other messes. Where a Vehicle is identified as being allergy-free (for allergy sufferers) you must not carry pets in that Vehicle at all. Doing so will incur a heavy penalty as set out in the Price List. Failure to clean Vehicles after transporting a pet may lead to permanent suspension of your carsharing privileges.

All members are expected to adhere to all laws respecting the operation of motor vehicles and road safety. Vehicles may not be:

- driven in any race or competition;
- used for any illegal purpose;
- used while the driver is under the influence of any intoxicating substance; or
- used off-road, or on roads that are not regularly maintained.

You are responsible for maintaining a low noise level at the designated parking spot and to park only in that spot. Immediately report any illegal use of the spot by a non-Modo Vehicle to the Modo office.

14. refueling

It is your responsibility to ensure that the Vehicle's fuel is a minimum 1/4 full on return. Gasoline can be purchased using the fuel card provided by Modo, and electric charging can be accessed using the ChargePoint card provided by Modo. Should you need to purchase fuel on your own, provided you submit a copy of receipts to Modo marked with your member number and odometer reading, you will be reimbursed for the cost of refueling Vehicles. Please submit your receipts to Modo as soon as possible by email, fax, at our office, or in the post (postage will be reimbursed).

15. cleaning

Modo cleans the Vehicles according to a set schedule. However, it is your responsibility to clean the Vehicle of any mess inside or out. Leaving the Vehicle dirty for fellow members may result in cleaning costs for you. Keep in mind: if you take a Vehicle through a car wash and vacuum the interior, Modo will reimburse you – even if it's your mess. If you don't clean up, **you will be charged** in addition to any penalty assigned. Please submit your receipts to Modo as soon as possible by email, fax, at our office, or in the post (postage will be reimbursed).

If you find a Vehicle is not clean, please clean it and let Modo staff know about dirty Vehicles. Whenever you clean a Vehicle please be sure to make environmentally-responsible decisions about appropriate locations for the wash, soaps and solvents! Modo has more information on this.

16. maintenance + emergency repairs

Modo will undertake regular maintenance of Vehicles. However, during the booked period, you must ensure that brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet Vehicle operator's manual specifications. You must also ensure that tire pressure is maintained at Vehicle operator's manual specifications. Any receipts for purchases or repairs you make to ensure the Vehicle is operable must be marked with your member number and submitted to Modo. You will be reimbursed up to

\$50 or, in the case of repairs, a higher amount approved by the Member Care Manager. Any expenses paid in US dollars will be reimbursed according to that day's Bank of Canada exchange rate.

17. return

You must properly return the Modo Vehicle by the end of your booking period. Proper return of the Vehicle means that:

- a) it is parked and properly locked, with all its papers intact, at its official parking spot;
- b) the interior and exterior of the Vehicle is tidy, and you have removed your personal belongings;
- c) the fuel is at least 1/4 full and in electric Vehicles, the range is sufficient;
- d) the Vehicle's key has been removed from the ignition and returned to its pouch;
- e) the fuel card has been returned to its pouch;
- f) you fob out and check that all Vehicle doors (including back hatch) are locked.

If the Vehicle is not properly returned you may be charged a fee according to the Price List. If you fail to return the Vehicle two hours past your booked time for return without calling to inform Modo, staff will call your listed phone numbers. If you cannot be contacted and have not given any indication to Modo that you will not have telephone access, the Vehicle will be reported to the police as missing.

18. roaming

You may be allowed to use vehicles of carsharing organizations (CSOs) which have a roaming agreement with Modo. Whether or not you are allowed to use such vehicles will depend on the terms of the roaming agreement. Any roaming must be registered with Modo and will be according to the terms and prices of the other CSO. If you book or use a vehicle under the terms of a roaming agreement, you release Modo from any claims related to the use of the vehicle and agree to indemnify Modo from any claims or costs that may arise out of the use or booking.

19. insurance

Modo is responsible for ensuring that all Vehicles carry sufficient insurance including liability insurance. The insurance conditions are available for your inspection and can be accessed from Modo's office or website. If you are involved in an accident and a claim is made against you or Modo, settlement of that claim will be at the discretion of Modo or its insurer.

20. accidents + damage

Any accident or damage in connection with the Vehicle you are using must be immediately reported to Modo (by phone or in person) and possibly to the police. You are obliged to secure evidence from any available witnesses and to provide Modo with a written description of the accident and the damage incurred. After an accident you may only continue your trip with the explicit permission from Modo's office.

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

Your liability will normally be the first \$500 of damage. You may also be liable for the entire cost of Vehicle repair or replacement and claims made by third parties if Modo's insurance policy does not apply (for instance, because you have driven while intoxicated). If, during the time you have booked, Vehicle damage

occurs to the booked Vehicle or claims are made against Modo or you for damages resulting from use of the Vehicle, you will be deemed to be using the Vehicle and be responsible for any costs incurred by Modo.

If a repair costs \$200 or less or has been approved in writing by the Modo office, you may arrange to have it completed at your expense. You must inform Modo immediately about any such repair.

21. liens + impoundment

If the Vehicle is towed and impounded for illegal parking while you have booked it, you are responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed.

If, without the approval of Modo you allow a lien to be placed on a 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 Modo in pursuing the speedy return of the Vehicle as well as any service charges.

22. fees for violations

If you violate any term or condition of this Handbook you are subject to any applicable fees.

23. suspension of carsharing privileges

If the CEO or designate has reason to believe that you have violated any term or condition included in this Handbook your carsharing privileges may be temporarily suspended with or without notice. Your carsharing privileges may be suspended if the CEO or designate has reason to believe you have engaged in conduct detrimental to the co-op.

24. automatic suspension

Your carsharing privileges are 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:

- operating a motor vehicle while impaired;
- operating a motor vehicle while with over 50 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.

These automatic suspensions will last until you are cleared of all vehicle-related charges. If there is a conviction of any of the offenses referred to in this section your carsharing privileges will be permanently suspended.

Your carsharing privileges will also be automatically suspended if you fail to meet Modo's minimum standards for our vehicle insurance. Once you join these standards are:

- No more than five late Vehicle returns within the past six months;
- No more than one at fault accident (50% or more at fault as determined by ICBC) involving another vehicle within the past three years;
- Zero at fault accidents (50% or more at fault as determined by ICBC) involving another vehicle within your first three years of driving, or within three years of any accident which appeared on your driving record at the time you started carsharing with Modo.

For the above suspensions, your carsharing privileges will be reinstated:

- on the six month anniversary of the first late Vehicle return; or
- on the three year anniversary of the first at fault accident involving another vehicle.

Modo may also suspend your carsharing privileges if you default in paying any amount owing to Modo. This can be done, without notice, one week after your account falls into arrears. The suspension remains in effect until such time as you have paid any amounts owing, including any interest accrued.

If your carsharing privileges have been temporarily suspended under this section on three or more separate occasions, for a total period of time exceeding 90 days, Modo may, without further notice, permanently suspend your carsharing privileges.

Your carsharing privileges are automatically suspended if you cease to have a valid driver's licence. Your carsharing privileges will be reinstated when you present a valid licence to Modo. Temporary suspensions under this paragraph will not count toward a permanent suspension.

At its discretion, Modo may also permanently suspend your carsharing privileges if you or your passengers have smoked in any Vehicle, if you have transported an animal in an allergy-free Vehicle, or if you have received an Immediate Roadside Prohibition for impaired driving in any Vehicle.

25. amendments to the handbook

The Board can amend this Handbook at any time pursuant to Modo's bylaws. Any such changes will be provided to members within seven days.

26. severability

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

27. notice

If this Handbook requires Modo or the Board to give you notice, notice will be sent to your address in Modo's records. If your address changes you must notify Modo in writing.