



OKANAGAN CAR SHARE CO-OP

MEMBER MANUAL

WWW.OGOCARSHARE.CA

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OFFICE

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(Please refer to the website for current office hours)



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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?

A carshare vehicle is like a library book that you borrow and return. As a member, you can reserve any of the OGO vehicles online using your computer or smart phone. When it is time to pick up your car, go to the car's location as indicated on your booking. Co-op vehicles are always left in the same designated parking spot or area. All Members/Drivers have a unique key fob, which is used to gain entry to the vehicle. At the end of your booking period, you simply return the car to the same designated parking spot, lock it and leave it.

The hardware system in the vehicle will log both the duration and distance driven during your trip, which is used for monthly billing to your account. A manual Trip Log may be used as a back-up system. More detailed information is found below.

BECOMING A MEMBER/DRIVER

To become a Member/Driver, you must read and understand this Manual, the By-laws (Rules of Association), 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. 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 co-op member is entitled to one vote on the Co-operative.

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

- Be at least 19 years old;
- Hold a valid BC drivers licence*
- At least three years' driving history
- No at fault accidents within the past three years (or, for BC drivers, no more than one at fault accident if you have an ICBC safe driver discount of at least 35%)
- No more than three traffic violations in the past five years
- No driving convictions under the Canadian Criminal Code or serious violations of any provincial driving legislation such as the Motor Vehicle Act

** People with out-of-province licences may be eligible to join OGO as long as they meet our driving requirements and provide the required documentation. If you have recently moved to BC, you will likely need to obtain a BC driver's licence unless you are exempted by ICBC's policies described at www.icbc.com/driver-licensing/moving-bc*

ADDITIONAL DRIVERS

Up to five (5) people can be assigned to a Member's account, whether a household or Business/Organization, including the Member and four additional drivers. Business/Organization Members that wish to add more than 5 drivers can do so but 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 must reside at the same address and agree

to share a single bill on the Member's account. Additional Drivers for Business/Organization 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.

SHARES

If a person meets the driver eligibility requirements, they will be approved to join the Okanagan Car Share 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 represents 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 one hundred and twenty (120) days after the membership is terminated. Such 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 OGO website, and may change from time to time with 30 days notice. The Member/Driver agrees to pay the rates 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 attend an orientation session before they are issued a key fob to access the vehicles.

KEY FOB

Each Member/Driver's key fob remains the property of Okanagan Car Share 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 immediately 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 Okanagan Car Share Co-op will issue a replacement. When the Member/Driver notifies the Co-op that they are terminating their membership, the Co-op will immediately add a "lost key fob" fee to the Member/Driver's account. 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.

RIGHTS AND RESPONSIBILITIES

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 Okanagan Car Share 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 kindness and mutual respect.
- Access to clean, safe, affordable, and well-maintained vehicles.

Member/Additional Driver responsibilities 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 accidents or damage you cause to any of the Co-op vehicles.
- Paying invoices.
- Accepting consequences of neglecting any responsibilities.

PROHIBITED USAGE

Using the vehicle for work or school is acceptable, however, the transportation of goods for compensation – in the case of receiving payment as a courier service – is prohibited.

BOOKINGS

The Co-op vehicle can be reserved by a Member/Driver up to thirty (30) days in advance. To use a vehicle, Members/drivers must reserve online before use. You may reserve a vehicle for a minimum of one hour, with additional time in half-hour increments.

To reserve a Co-op vehicle online:

- Your Account Number is your Member Number.
- Your Password is set by default to your driver's license number (case sensitive but excluding hyphens or spaces). Once logged in, you can change your password to one of your own choosing.

Remember to:

- Print your booking confirmation email or write down 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 cab or even a rental car for the next user along with other fees (see Appendix A). Allow for unexpected delays and be respectful of other users.
- If you are going to be late returning the vehicle, go online 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. An Additional Driver's key fob is distinct from a Member's 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.

You “fob in” by placing the key fob in close proximity to the fob reader mounted low on the driver's side windshield. If you have a reservation, the vehicle system 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.

Before and after your trip always inspect the vehicle and look for any damage. If you notice damage not already marked with a clear sticker, call us to report it at the start of your booking.

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 vehicle's 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 the reservation period, ensure that:

- The gas tank is at least 1/4 full (gas purchases are reimbursed as a credit on your next monthly invoice or will be charged directly to the Co-op if you use the PetroCanada account card located in the pouch below the steering wheel). Each gas card has its own unique PIN# so make sure you have the right PIN#. Please write your Member# on the receipt and put it into the glove box in the OGO folder.
- 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 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 possible and call the office at 250-469-6617 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.
- 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.

THE VEHICLE IS NOT THERE

If the vehicle is not at its usual parking spot at the beginning of your reserved time, double check your booking time and location, then call the office at (250) 469-6617. If you can wait to see if the previous Member/Driver returns within 5-10 minutes, please consider doing so. If another member hasn't returned the vehicle 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 next monthly invoice.

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, reservations can be extended online or by calling 250-469-6617 between 8am and 11pm.

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 vehicles come with roadside assistance in Kelowna and West Kelowna. You'll find the roadside assistance card in the vehicle's glove box. If you need road side assistance outside of Kelowna or West Kelowna give us a call (250-469-6617) and we will work to get assistance to you quickly.

MAINTENANCE

Okanagan Car Share 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 give us a call (250-469-6617) or send us an email (info@ogocarshare.ca). Record any purchases you make for the vehicle (gas, windshield washer fluid, etc.) and write your Member # on the receipt and store receipts in the glove box in the OGO folder for credit on your next monthly invoice. 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.

ACCIDENTS AND DAMAGE

Any accident or damage in connection with the Co-op vehicle that you 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 accident, and the damage incurred. An Incident Report Form can be found in the pencil case in the glove box. After an accident you may only continue your trip with explicit permission from OGO's office.

NOT-AT-FAULT ACCIDENTS

- The Co-op will pay the \$500 deductible if you are **deemed not at fault** even through 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 an accident; the Co-op, as a whole, will absorb the increase.

AT-FAULT ACCIDENTS

- If you are **deemed at fault**, you are responsible for the deductible costs related to the accident. As a Member/Driver of the carshare, you have two options in terms of insurance coverage to protect you in case of an at-fault accident. Please see the insurance section for more information. Your liability will normally include the \$500 deductible, providing the damages resulting from the accident are covered by the Co-op's insurance policy. Alternate insurance options (as described below) available to members must be arranged prior to an accident 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 OGO's insurance policy and arise out of your use of a Co-op vehicle (for instance, because you were driving while intoxicated).
- If, during the time that you reserved a Co-op vehicle damage occurs to the reserved vehicle or claims are made against OGO 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. You will not be responsible if you have cancelled the reservation or returned the Co-op vehicle early and updated your reservation to reflect this early return.
- If an at-fault insurance claim is made to ICBC and you have another at-fault accident 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.

In addition,

- a) If there is any loss or damage to Co-op vehicles, including the costs of temporarily replacing a Co-op vehicle during repairs, or

b) If there are any claims by third parties against OGO, 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.

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.

OGO's vehicles must not be:

- Smoked in;
- Driving in any race or competition;
- Used for any illegal purposes; 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. A basic cleaning of garbage and personal belonging is required. If you create a significant mess the Co-op will reimburse you for car washes and vacuuming (Write your Member# on the receipt and put it into the glove box in the OGO folder). If vehicles are left with a significant mess, you will be held responsible for the cost of cleaning. Cleaning is done by OGO staff on a regular basis and does not need to be done by members, unless you created a significant mess. Please notify OGO staff if you find the vehicle's interior below standard.
- 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). Ice scrapers are provided.
- Do not rev the engine.
- 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 the 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 250-469-6617.
- Do a visual check for the tires and either let Co-op staff know if any of them seem low or fill them with air.

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 OGO vehicles expires immediately. You must inform the Co-op immediately of any suspension, expiry or withdrawal of your driver's license. OGO may conduct a yearly driver's abstract check on each Member/Driver.

INSURANCE

OGO Members/Drivers have two options to protect them in case of an accident or damage to the vehicle during a booking:

1. OGO-ICBC INSURANCE

All Members/Drivers are covered through insurance purchased by the Co-op through ICBC. The Co-op purchases the insurance from ICBC under a fleet plan option, so the organization, not the Member/Driver, holds the insurance. Vehicles are insured with Basic Coverage with a \$500 deductible and \$5,000,000 Third Party Liability (TPL).

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 the first \$500. If a Co-op vehicle is stolen during your booking, you pay up to \$500 plus downtime at regular hourly rates (note that if you fob out, the vehicle cannot be stolen). The Co-op has a lien on your member shares to reimburse the Co-op for paying the deductible.

2. CLDI COVERAGE

Many credit cards now offer Collision/Loss Damage Insurance (CLDI) that includes carsharing. OGO is pleased to extend this coverage to members who use an eligible VISA or MasterCard to pay their monthly usage. In the event of an accident, the Co-op will charge the insurer directly. To make use of this, you must use that specific credit card for all your bookings through the Co-op.

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 has CLDI coverage, visit www.visa.ca/cldi. For MasterCard holders, please check your MasterCard agreement or ask your financial institution if your card has CLDI coverage. If you find out that you are eligible for CLDI through your credit card, please contact staff to fill out the proper form and to confirm your eligibility.

TRAFFIC VIOLATIONS/PARKING FINES

Members/Drivers are individually responsible for any traffic violation or parking fines accumulated during the period for which the Co-op vehicle is reserved. If the fine goes unpaid by the Member/Driver and is forwarded to the OGO 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 250-469-6617. In this event, the Member/Driver will be responsible for all reasonable costs, court and legal fees incurred by OGO in recovering the vehicle.

MONTHLY INVOICES

Every month, each Member will receive an e-mailed invoice 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 all reimbursements for the previous month. 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.

TERMINATION OF MEMBERSHIP BY OGO

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 Rules of Association, Section 2.12:

Grounds for Determination of Membership

The Association may terminate the membership of a member in accordance with the Act if

- (a) the member has engaged in conduct detrimental to the Association,*
- (b) the member has not paid money due by the member to the Association within a reasonable time after receiving written notice to do so from the Association,*
- (c) in the opinion of the directors, based on reasonable grounds, the member*
 - I. has breached a material condition of an agreement with the association, and*
 - II. has not rectified the breach within a reasonable time after receiving written notice to do so from the Association.*

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 OGO 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 Rules of Association/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. The full value of the Member's shares will be reimbursed, less any liens for unpaid accounts, within one hundred and twenty (120) days after the membership is terminated. Additional Drivers associated with the Member's Account can purchase the required shares to become a Member and retain driving privileges.

SEVERABILITY

If any singly 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 one (1) 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 OGO 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 OGO and its directors, employees, or other Members/Drivers for a Co-op vehicle not being available at the time it was booked.

If OGO 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, OGO 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 OGO'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 OGO 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 OGO 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 to 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 Okanagan Car Share Co-op,
- 'Co-operative', 'Co-op', 'OGO' or 'Carshare' means Okanagan Car Share Co-op
- 'Co-op vehicle' means a vehicle owned or leased by Okanagan Car Share 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/Rules of Association, and has been issued a Member (Account) Number,
- 'Driver' refers to an Additional Driver on a Member's account who meets the following conditions:
 - Additional Driver:
 - Resides at the same physical address as a 'Member' or is a current employee or contractor of a Business/Organization 'Member';
 - Meets all eligibility requirements in the By-laws/Rules of Association;
 - 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/Rules of Association of Okanagan Car Share Co-op.

APPENDIX A

OKANAGAN CAR SHARE 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.

GST & PST apply except for the purchase of membership shares and the application fee.

CO-OP MEMBERSHIP FEES

TO JOIN	Member shares: One-time, refundable \$500 member shares purchase Application fee: \$25 Additional drivers: Add up to four more drivers per Member account for individuals living at the same address and billed to the Member account. <i>Cost per additional driver:</i> \$25 application fee Business/Organization Member: Same costs as above. More than five drivers can be associated with this Member account though additional fees may apply.
USAGE FEES	Member plan: \$4 per hour and \$0.40 per km plus surcharge if applicable (for the first 50km, afterwards \$0.25 per km) Member+ plan: \$2 per hour, \$25 per month, \$0.40 per km plus fuel surcharge if applicable (for the first 50km, afterwards \$0.25 per km)

**no hourly charge between midnight and 7am*

CASUAL DRIVER

TO JOIN	Monthly fee: \$25 Application fee: \$25 Note: Casual Drivers are not eligible for Member/Additional Driver perks, such as no hourly charge between midnight and 7a.m.
USAGE FEES	\$4 per hour and \$0.40 per km plus surcharge if applicable (for the first 50km, afterwards \$0.25 per km)

INCLUDED

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

REFERRALS

Refer OGO to someone who joins and get a \$20 driving credit!

FUEL SURCHARGE

A fuel surcharge addresses unpredictable gas prices while keeping rates stable and fair and may be added to the per kilometre driving rate. The surcharge is calculated based on average gas prices in Kelowna that month and is applied once average gas price is \$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 Kelowna is \$1.40/litre, the fuel surcharge would be \$0.02 so the total costs would be \$0.47/km.

TAXES

PST and GST apply to monthly usage fees.

CANCELLATIONS AND NO SHOWS

There is no charge for cancelling a booking more than 24 hours before the booking starts or within five minutes of making a booking – either online or on the phone. Otherwise, cancellations with less than 24 hours notice are charged at 50% of the hourly rate. 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. Cancelling is always less expensive than not showing up. 'No shows', which means you did not cancel and did not use the vehicle, are charged at 100% of the hourly rate and a \$10 fine.

LATE RETURN AND USE OF VEHICLE BEYOND BOOKING

The charge of returning an OGO vehicle late is \$20 plus the cost for alternate transportation for the inconvenienced Member/Driver. This includes any taxi charges for the inconvenienced member. All of our members deserve to have their booked car ready and waiting for them at their 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 FOBGING 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 \$250. If a vehicle is stolen during your booking the fee is \$500 plus usage time the car is unavailable.

PURCHASE OF FUEL

Members/Drivers are encouraged to use the PetroCanada account card whenever possible. Otherwise, the Member/Driver will be reimbursed (up to a \$50.00 limit) as a credit on the

next monthly invoice for the purchase of fuel, windshield washer fluid, etc. Receipts are required and must be stored in the glove box in the OGO folder. Co-op staff must approve higher reimbursements.

OTHER FINES AND INFRINGEMENTS

Lost key fob: \$15 (\$10 returned if found within 30 days)

Gas left below 1/4 tank: \$10

Unauthorized purchase(s) on OGO fuel card: \$10 + cost of unauthorized purchase(s)

Replacement fuel card: \$25

Vehicle interior left dirty: \$10 + cleaning/detailing costs

Smoking in vehicle: membership termination + cleaning costs

Drained battery: \$10 first time, \$25 second time, \$40 thereafter

Leaving electric vehicle without plugging it in: \$25

Roadside Assistance call (if member responsible): \$10

Small repairs (if member responsible): Up to \$500 for cost of repair + hourly rate while car is unavailable

Damage Fee: Up to the first \$500 of repair or replacement costs, unless signed up for CLDI credit card coverage

Vehicle taken without a booking: Up to \$50 + transportation costs of inconvenienced member

Maximum reimbursement for a booked unavailable vehicle: Difference between the cost of OGO booking and cost of rental, to a maximum charge of \$200 (with authorization from OGO)

Parking and traffic tickets: \$20 administration charge + cost of ticket if paid by the Co-op

Mis-parking: Up to \$50, or the time the vehicle is unavailable

Towed vehicle: All accumulated impound charges + \$15 administration fee + \$20 compensation to affected user and cost of alternate mode of travel + compensation to OGO of hourly rate while the car is unavailable

Failure to record vehicle damages: \$25 administration fee and/or partial or full payment for vehicle repairs and/or the hourly rate while the car is unavailable

Interest on overdue balance: 1.25% compounded monthly (18% annually), driving privileges suspended after 14 days without payment

Insufficient funds for payment: \$20