



DepositFree Agreement and Terms and Conditions

1. Definitions: In this Agreement,
 - 'Co-op' means The Car Co-op;
 - 'Applicants' means prospective drivers of the Co-op;
 - 'Vehicle' means a vehicle owned/leased by the Co-op and includes any equipment in the vehicle;
 - 'Driver' means a driver of the Co-op;
 - 'Call Centre Manager' means the manager designated by the Executive Director; and
 - 'DepositFree Price List' means the price list, including any amendments to it.

2. I, _____ have read and understood the Driver Manual (the "Manual").

3. Acceptance of the application is subject to the registration fee and a successful check of my driver's license, Driving Record, Claims History, and completion of the Online Orientation.

4. My payment of the one-time registration fee and my first annual fee are enclosed. Credit card authorization or pre-authorized debit is included, for usage after each booking as required by this Agreement.

5. I agree to observe and be bound by all the Terms and Conditions of this Agreement and the Manual, including any amendments to either document. I understand that the Co-op may amend the Manual from time to time as provided for in its Bylaws.

6. If my application is accepted the Co-op will, subject to all the Terms and Conditions in the Manual and this Agreement:
 - provide me with access to vehicles owned, leased or rented by it ("Vehicles"), and
 - pay for Vehicle related expenses such as gas, tires, maintenance and pre-approved repairs.

7. I understand that the Co-op will endeavor to ensure Vehicles are clean, reliable, and well maintained and will periodically inspect the Vehicles. However, I recognize that:
 - Drivers share responsibility for the maintenance and safety of Vehicles;
 - The Co-op's periodic inspection of Vehicles is supplementary to the inspection of Vehicles by Drivers;
 - I will be responsible for ensuring the safe condition of any Vehicle which I drive;
 - The Co-op does not make any representations or warranties as to the fitness or condition of any Vehicle.

8. I will be responsible for paying any fees, expenses, liens, and fines as set out in the Driver Manual. This money will be a debt due and payable to the Co-op. Any amount due and payable will be set off against my credit card immediately. I am bound by the current DepositFree Price List and agree to pay for usage as billed. If an overdue payment exceeds \$25 a late payment charge of 1.25% per month, compounded monthly (16.08% per year) will be charged on the total overdue amount.

9. I understand that the Co-op will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from the Co-op. I agree that the Co-op will only be liable to me for any damages arising out of my use of a Vehicle if the Co-op's gross negligence has caused the damages. I waive any right to sue or make claims against the Co-op and its directors, officers, employees or clients for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence. I also waive any right to sue or make claims against the Co-op and its directors, officers, affiliates, employees or clients for a Vehicle not being available at the time it was booked.

DepositFree Agreement and Terms and Conditions

10. Participation in the Co-op requires:

- A valid driver's license;
- At least three years' driving history;
- Three or fewer traffic violations in the last five years;
- No at-fault accidents in the past three years or ICBC discount of 35% or higher;
- No criminal code convictions under the Motor Vehicle Act; and
- Mandatory participation and completion of an orientation.

A Driving Record, Claims History, and On-line Orientation Completion email are required to confirm each driver's compliance with these terms.

11. I must carry a valid driver's license and adhere to all the rules and regulations found in the Driver Manual.

12. The Co-op will advise me of any violations of any rules. In the event of multiple or serious violations the Co-op reserves the right to suspend my driving privileges without notice.

13. If I become aware of any reason affecting my ability to drive it is my responsibility to advise the Co-op immediately. Failure to do so may result in the termination of this Agreement without notice.

Lockbox Key and Access Fob

14. The lockbox key and access fob remain the property of the Co-op. I am liable for the loss, deterioration and any possible misuse of the lockbox key or access fob. Copies of the key are not permitted. If a lockbox key or access fob is lost I must advise the Co-op's office within one hour and inform them of the loss. Key and fob replacement fees will be charged according to the DepositFree Price List. I am liable for any damages which may result from disregarding this rule.

Roaming

15. I may be allowed to use vehicles of car sharing organizations which have signed a roaming Agreement with the Co-op. Whether or not I am allowed to use such vehicles will depend on the terms of the roaming Agreement. Any roaming must be registered with the Co-op and will be according to the terms and prices of the other car sharing organization. If I book or use a vehicle under the terms of a roaming Agreement, I release the Co-op from any claims related to the use of the vehicle and agree to indemnify the Co-op from any claims or costs that may arise out of the use or booking.

Treatment and Operation of Vehicles

16. All Drivers are expected to adhere to all laws respecting the operation of motor vehicles and road safety. The Co-op retains a zero-tolerance policy if vehicles are:

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

Failure to abide by these rules may result in the suspension of my driving privileges **without notice** and may lead to the termination of this Agreement.

DepositFree Agreement and Terms and Conditions

Other Services

17. The Co-op may provide or arrange for other organizations to provide services to clients including use of cellular phones in cars and roadside assistance.

Accidents and Damage

18. Any accident or damage in connection with a Co-op Vehicle must be immediately reported to the Call Centre Manager by phone or in person and to the police. I am obliged to secure evidence from any available witnesses and to provide the Co-op with a written description of the accident and the damage incurred.
19. If
- a) there is any loss of or damage to Vehicles, including the costs of temporarily replacing a Co-op
 - b) there are any claims by third parties against the Co-op or the Driver authorized by the Co-op, which are not covered or defended by the Co-op's insurance policy and arise out of the use of a Co-op Vehicle, the Driver will be responsible for the loss, damage or claim.

The liability will normally include the first \$500. I may also be liable for the entire cost of Vehicle repair or replacement and claims made by third parties if the Co-op's insurance policy does not apply (for instance, because a Driver has driven while intoxicated). If, during the time the Vehicle has been booked damage occurs or there is a claim, I will be liable for such damages. I will be deemed to be using the Vehicle and be responsible for any costs incurred by the Co-op. If a repair either costs \$200 or less or has been approved in writing by the Call Centre Manager, I may arrange to have it completed at my own expense. The Co-op must be immediately informed of any such repair.

Liens and Impoundment

20. If the Vehicle is towed and impounded for illegal parking while under my booking, I am responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed.
21. If, without the approval of the Co-op, a lien is placed on a Co-op Vehicle or the Vehicle is impounded (for instance, by failing to pay for repairs) I am responsible for any such costs, court and legal fees incurred by the Co-op in pursuing the speedy return of the Vehicle as well as any service charges.

Suspension if Payments in Arrears

22. The Co-op Board may suspend my driving privileges if there is a default in paying any amount owing to the Co-op. This may be done, without notice, one week after a second reminder is sent to me by regular mail to the address provided. In the event of a suspension of driving privileges or termination it is my responsibility to ensure that I have returned the lockbox key and access fob to the Call Centre Manager. Additional fees may be charged. The suspension remains in effect until such time as any amounts owing have been paid, including any interest accrued. An administrative fee may be charged.

Automatic Suspension

23. My right to drive is automatically suspended if I am 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;

DepositFree Agreement and Terms and Conditions

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

These automatic suspensions will last until I am cleared of all vehicle-related charges.

My right to drive will also be automatically suspended if I fail to meet The Car Co-op's minimum driving standards for vehicle insurance. These standards are:

- No more than five late 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 my first three years of driving, or within three years of any accident which appeared on my driving record at the time I started car sharing with The Car Co-op.

These automatic suspensions will last until I once again meet The Car Co-op's driving standards.

Termination

24. I may terminate this Agreement upon two weeks written notice. The termination will become effective only upon return of all lockbox key and access fobs to the Call Centre Manager.

Severability

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

Notice

26. As required in this Agreement, notice from the Co-op will be sent to the address provided in this Agreement. Address changes must be provided to the Co-op in writing.

Account # _____

DepositFree Agreement and Terms and Conditions

TO BE COMPLETED BY ALL APPLICANTS

I agree to all of the above:

Name of Applicant _____

Home phone _____

Work phone _____

Home address _____

Mobile phone _____

Pager/other _____

Mailing address (if different from above) _____

E-mail address _____

City _____

Postal code _____

Of the above options, I prefer to be contacted by _____

Signature of Applicant _____

Date _____

How would you like to receive your invoice?

- view on The Co-op secure portal (with e-mail notification)
- e-mail (PDF)
- e-mail (text)
- snail mail

Name of Witness _____

Locations:

My preferred location(s) or neighbourhood(s):

-
-
-

Address of Witness _____

Signature of Witness _____

Date _____

Animals:

 I don't have any pets I have a pet _____

Name of Emergency Contact _____

Relationship _____

Phone number of Emergency Contact _____

TO BE COMPLETED BY CO-OP ADMINISTRATOR:

Driver's License # _____

Expiry Date _____

Abstract received? Yes NoClaims History received? Yes No

Registration fee amount \$ _____

Paid by Cash Cheque Debit Credit Card

Accepted by _____

Damage coverage: Damage Pool CLDI Credit Card

PROTECTING YOUR PRIVACY

The Car Co-op respects your privacy.

We do not sell information about our Drivers to anyone. Drivers can choose not to provide some or all of the above information; however, this decision may prevent The Car Co-op from determining eligibility and/or the ability to provide Drivers with full access to available or requested services.

Our commitment to protecting your personal information is outlined in our [Privacy Policy](#), available upon request from The Car Co-op staff or at our [website](#).

Account # _____

DepositFree Agreement and Terms and Conditions

Driver Name: _____

1. Credit card authorization

I approve \$500 for authorization only*

Card type (circle one): VISA MasterCard

Card number:

--	--	--	--

--	--	--	--

--	--	--	--

--	--	--	--

Expiry:

--	--

 /

--	--

 M M Y Y

2. Please select a payment option for all future payments

I authorize all future payments to be charged to the credit card listed above

- OR -

I authorize all future payments to be taken from my bank account, have attached a cheque marked 'VOID', and have read and signed the Payor's Agreement for Pre-Authorized Debits

Sign here:

*Authorizations are security for the Co-op. You will be notified before the \$500 is charged.

Please scan and e-mail to info@car.coop
or fax with no cover sheet to 604.685.1353.
