



Residential Development Client Agreement

(Please read carefully before signing)

1. Definitions: In this agreement,
'TCC' means The Company Car;
'Applicants' means prospective clients and drivers of TCC;
'Vehicle' means a vehicle owned/leased by TCC and includes any equipment in the vehicle;
'Driver' means a means a registered driver of TCC;
'Office Manager' means the office manager designated by the Executive Director of the Co-operative Auto Network (CAN); and
'Individual Price List' means the price list, including any amendments to it.
2. I _____ apply to become a Residential Development Client ("Client") of The Company Car ("TCC").
3. Acceptance of the application is subject to the registration fee and a successful check of my driver's licence, driving record, insurance history, and completion of an orientation.
4. My payment of \$50 for the non-refundable registration fee and credit card authorization for \$500 are enclosed. I have also enclosed a Pre-Authorized Debit or Credit Card authorization form for monthly usage as required by this Agreement.
5. I have read and understood the Driver Manual (the "Manual"). 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 TCC may amend the Manual from time to time as provided for in its Bylaws.
6. If my application is accepted TCC 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 TCC 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;
 - TCC'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;
 - TCC 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 TCC. Any amount due and payable will be set off against my bank account or credit card. I am bound by the current Individual Price List and agree to pay for usage as billed. A bill will arrive monthly and must be paid within fifteen days. If an overdue amount exceeds \$25.00 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 may remain a Driver of TCC only as long as I am a resident of _____ at _____ . If I move to a residence outside of that development, I may no longer be a Residential Development Client of TCC. I agree to notify TCC in writing thirty (30) days prior to moving and return the lockbox key and/or access fob to TCC prior to the move.

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10. I understand that TCC will ensure that Vehicles are insured under a comprehensive insurance policy, the details of which are available from TCC. I recognize that TCC will only be liable to me for any damages arising out of use

of a Vehicle if TCC's gross negligence has caused the damages. I waive any right to sue or make claims against TCC and its directors, officers, employees or clients for damages arising from the fitness or condition of a Vehicle, except in cases of gross negligence.

11. I waive any right to sue or make claims against TCC and its directors, officers, affiliates, employees or clients for a Vehicle not being available at the time it was booked.

Driver Orientation

12. Participation in TCC requires from each Driver:

- A valid driver's licence;
- At least 3 years' driving history;
- 3 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 Vehicles 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.

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

14. TCC will advise me of any violations of any rules. In the event of multiple or serious violations TCC reserves the right to suspend my driving privileges without notice.

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

Lock Box Key/Access Fob

16. The lock box key and/or access fob remains the property of TCC. I am liable for the loss, deterioration and any possible misuse of the lock box key and other material.

Copies of the key are not permitted. If a lock box key and/or access fob is lost I must advise TCC's office within one hour and inform them of the loss. A key and lock replacement fees will be charged according to the Individual Price List. I am liable for any damages which may result from disregarding this rule.

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Cross Use

17. I may be allowed to use vehicles of car sharing organizations which have signed a cross use agreement with TCC. Whether or not I am allowed to use such vehicles will depend on the terms of the cross use agreement. Any cross use must be registered with TCC and the cross use 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 cross use agreement, I release TCC from any claims related to the use of the vehicle and agree to indemnify TCC from any claims or costs that may arise out of the use or booking.

Treatment and Operation of Vehicles

18. All Drivers are expected to adhere to all laws respecting the operation of motor vehicles and road safety.
19. TCC retains a zero-tolerance policy towards the following:

Vehicles may not be:

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

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.

Other Services

20. TCC 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

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

The liability will normally include the insurance deductible. I may also be liable for the entire cost of Vehicle repair or replacement and claims made by third parties if TCC'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 TCC. If a repair either costs \$200 or less or has been approved in writing by the Office Manager, I may arrange to have it completed at my own expense. TCC must be immediately informed of any such repair.

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Liens and Impoundment

- 23. If the Vehicle is towed and impounded for illegal parking while booked by a TCC Driver, I am responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed.
- 24. If, without the approval of TCC, a lien is placed on a TCC 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 TCC in pursuing the speedy return of the Vehicle as well as any service charges.

Suspension if Payments in Arrears

- 25. The Board may suspend my driving privileges if there is a default in paying any amount owing to TCC. 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 lock box key and/or access fob to the Office 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.

Termination

- 26. I may terminate this agreement upon two weeks written notice. The termination will become effective only upon return of the lock box key and/or access fob to the Office Manager.

Severability

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

Notice

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

