

CAR TO GO MEMBERSHIP MANUAL

Effective 1-1-17

I. INTRODUCTION

All prospective CAR TO GO members must read and understand this entire manual before signing their membership agreement. A signed membership agreement indicates an understanding of the various rules and obligations contained in this manual and indicates that the member agrees to abide by all rules and obligations. A signed membership agreement and in-person orientation are required before a new member drives a CAR TO GO vehicle. The member's and CAR TO GO's legal rights and obligations are determined solely by the terms in this manual and the membership agreement.

II. DEFINITIONS

CAR TO GO means the carshare program operated by the City of Aspen Transportation Department. Member means an approved member of CAR TO GO. Vehicle means a vehicle owned/leased/operated by CAR TO GO and includes any equipment inside or outside of the vehicle. Fee schedule means the most current CAR TO GO fee schedule. Member manual means this document.

III. POLICIES & PROCEDURES

1. REQUIREMENTS FOR MEMBERSHIP

A membership application must be submitted by each prospective member. In addition, the following items are needed to process a new membership: A non-refundable application fee paid by credit card at time of orientation. A copy of a valid United States driver's license. A personal Visa, American Express, Discover or MasterCard credit card (debit/bank check cards not accepted).

CAR TO GO's insurance provider will undertake a driving history review. Once the application is approved by the insurance provider, the applicant officially becomes a member of CAR TO GO only after they have completed a comprehensive orientation, read and signed a member agreement, and been issued a key. CAR TO GO reserves the right to refuse membership to any applicant based on the best interests of the program. Denial may be based on driving record, credit history, vehicle limitations, program constraints, previous membership history, unpaid balances with CAR TO GO or other City of Aspen programs, or for any reason deemed in the best interest of the program.

2. CARRYING OF A VALID DRIVER'S LICENSE

The rights of membership are conditional on the possession of a valid United States driver's license. Drivers must carry with them a valid driver's license during every trip. If the driver's license is suspended, withdrawn, or expires, for whatever reason, the member's driving privilege expires immediately. Members are required to inform CAR TO GO immediately of any suspension, expiration, or withdrawal of a driver's license.

3. CAR TO GO KEYS

Each CAR TO GO member receives one lock box key that provides access to all program vehicles. Members are liable for the loss, deterioration, and misuse of lock box and/or vehicle keys. Members should not mark lock box keys with any information that could provide access to a CAR TO GO vehicle. Key replacement and system re-key fees will be charged according to the current fee schedule. If a lock box or vehicle key is lost during a reservation period, the member must reserve the vehicle until such time that the office can be contacted and a replacement key can be issued. Lock box and vehicle keys remain the property of CAR TO GO and must be returned upon demand to avoid continued assessment of monthly fees, additional penalties, and possible court action.

4. PRE-DRIVE VEHICLE INSPECTION

Before using a CAR TO GO vehicle drivers must inspect for visible defects and inform the CAR TO GO office of these defects before departure. If this does not occur, the last user will be liable for any damage. Members should find the following items in their glove box and/or center console and should inform the program office if any of the items are missing: Registration, Proof of Insurance, Trip Tickets, Fueling Card and Operator's Manual, Accident Pack and Roadside Assistance Information. Members must not drive program vehicles without registration and/or proof of insurance.

5. SAFE DRIVING

All members share the responsibility of keeping CAR TO GO's insurance rates as low as possible. Driving safely includes, but is not limited to: Obeying speed limits and all traffic signs and signals. Following other vehicles at a safe distance. Not driving when intoxicated, tired, or otherwise impaired. Not driving while texting, dialing, or otherwise distracted. Ensuring that all passengers are correctly wearing seatbelts. Operating the vehicle according to the operator's manual.

IV. PAYMENTS & FEES

1. MONTHLY FEE

Each member is responsible for a monthly administrative fee, as outlined in the current fee schedule. The administrative fee is assessed regardless of use of a CAR TO GO vehicle during a particular month. This fee is not prorated.

2. USAGE FEES

Members are responsible for hourly and per mile fees for the period in which a program vehicle is reserved. In addition, members are responsible for additional fees incurred during periods in which a program vehicle is reserved, as outlined in the current fee schedule. Members agree to be bound by the most current fee schedule and pay for usage as billed.

3. PAYMENTS

All CAR TO GO members will be invoiced monthly with payment due in full within 30 days. CAR TO GO staff will calculate each member's monthly charges based upon both the records from the electronic scheduling system and from trip ticket booklets kept in each vehicle.

Monthly invoices will be sent via US Mail or email to the address members specify. It is the member's responsibility to update CAR TO GO of changes in mailing address and/or credit card numbers.

Payment is made via credit the credit card on file unless arrangements for payment by check are made in advance. Credit cards will be charged automatically the last week of the month for the full balance of the previous month. To avoid late payment penalties and finance charges, full payment must be submitted to CAR TO GO within 30 days of the invoice date.

4. LATE/DECLINED PAYMENTS

Any payment not made within 30 days of the invoice date shall accrue a late fee for each month that is unpaid and interest as set forth in the current fee schedule. Declined credit cards or overdue balances will result in immediate suspension of membership until such time as the full balance is paid. Repeated late payments or declined credit cards may result in any of the following at the discretion of CAR TO GO: immediate charge posted to credit card on file, suspension of membership, termination of membership, accrual of late fees and finance charges, or institution of collection actions through Court or an appropriate collection agency. If court action to collect any amount due is instituted, the member shall be liable for all costs of collection, including reasonable attorney's fees.

5. AUTOMATIC CREDIT CARD CHARGE

CAR TO GO reserves the right to charge any member's credit card, without notice, in the event of the following: Member's monthly balance is due. Member has outstanding balance over 30 days. Account balance exceeds \$200 at any time during a billing cycle. Member is involved in an accident or damages vehicle. Member commits penalty item as listed on current fee schedule.

V. RESERVATIONS & RETURNS

1. SCHEDULING SYSTEM

CAR TO GO's web-based scheduling system is completely automated. There is no need to speak with the CAR TO GO office for scheduling. Members are required to familiarize themselves with the reservation system. Refunds/credits will not be issued for failure to use the system properly.

2. RESERVING A VEHICLE

Reservations are made in 30-minute increments. A member must, without exception, reserve a CAR TO GO vehicle via the reservation system before accessing it. Members must use their own member number and personal identification number (PIN) to reserve a car. Failure to reserve a vehicle via the reservation system and/or the use of another's member number/PIN code is a criminal act and may result in the following at the discretion of CAR TO GO: Suspension of membership, termination of membership, accrual of fees, penalties and finance charges, police and/or court action.

The above applies even in the event of a reservation system outage.

3. RETURNING A VEHICLE

CAR TO GO vehicles must be properly returned by members at the end of a reservation period. Members will incur charges as outlined in the current fee schedule for improper return of a program vehicle. Proper return of the vehicle means that: It is parked and locked in its official parking space, or nearest legal alternative location should the designated space be unavailable. The interior and exterior of the vehicle are reasonably clean. The fuel tank is a minimum of 1/4 full. The trip has been properly and completely recorded in the trip log book.

4. RESERVED VEHICLE NOT AVAILABLE

If the reserved vehicle is not in its designated parking space at the beginning of a member's reserved time, the member should access the lock box to see if a note from another member indicates that the vehicle has been parked in an alternate location. If this is not the case, the member may choose to cancel his/her reservation without charge, or reserve another CAR TO GO vehicle. The member may receive an inconvenience credit on his/her account per the current fee schedule. If no CAR TO GO vehicles are readily available, the member may use a taxi to travel to/from their destination and will be

reimbursed. The member must contact the program office and submit taxi receipt to CAR TO GO within 48 hours of trip to be eligible for reimbursement.

5. EARLY START OF RESERVATION

A member may not use a vehicle prior to the start time of the reservation. This means that the vehicle may not be started or leave its designated parking space prior to the time that the member has reserved the car. Taking a vehicle prior to its reserved time is considered use of the vehicle without a reservation and may result in penalties as outlined in item #V.2.

6. LATE RETURN OF VEHICLE

If late return of the vehicle is unavoidable, members must access the reservation system via phone or internet to extend the current reservation. If this option is not possible due to another reservation, members must immediately return the vehicle and contact CAR TO GO staff for assistance during office hours. Inconvenience charges, penalties, and taxi fares will be the responsibility of the offending member as per the current fee schedule. Repeated late return of vehicles may result in penalties as outlined in item #V.2.

7. PARKING SPACE UNAVAILABLE

The member is responsible for returning a vehicle to its designated CAR TO GO parking space. If, upon return, a member finds an unauthorized vehicle parked in that space, the following procedure should be followed: 1. Park the vehicle in the nearest legal space. 2. Leave CAR TO GO parking flyer on the offending car. 3. Leave car keys and a note with vehicle location in the lock box. 4. Contact the CAR TO GO office.

8. CANCELLATIONS

A member may cancel all or part of a reservation with no fee if the cancellation is made at least four hours prior to the time of the reservation. If less than four hours remain, a member may cancel all or a portion of a reservation at no charge if the vehicle is then reserved by another member. If the vehicle is not reserved, the member will be charged for the original hourly reservation. A member may return a vehicle up to two hours prior to the end of a reservation without penalty.

VI. RESTRICTIONS

1. RESTRICTIONS The following restrictions apply when operating a CAR TO GO vehicle: All Colorado seatbelt and safety seat laws must be obeyed. Smoking is strictly prohibited in all vehicles. Pets are strictly prohibited from pet-free vehicles. Pet friendly vehicles require transport of pet in a secured cage or kennel.

Vehicles may not be:

- Driven on non-maintained or 4-wheel drive roads
- Driven in any race or competition
- Used for any illegal purpose
- Used to transport firearms
- Used while driver is under the influence of any intoxicating substance

2. PROGRAM BOUNDARIES

CAR TO GO vehicles may not be driven outside of program boundaries as outlined on the program's website. Offenders may be subject to legal action, additional charges, and/or immediate expulsion from the program. Areas outside the boundaries may be accessed via rental car or shuttle. CAR TO GO members may receive discounts on car rental and shuttle services subject to availability and vendor restrictions.

VII. RESPONSIBILITIES

1. REFUELING

Members are responsible for returning vehicles with a minimum of 1/4 tank of fuel. Members should fill the tank using the CAR TO GO fuel credit card inside the glove box or center console. Should a member use a personal credit card for fueling, the member will receive a credit on their next invoice for the cost of fuel as well as any refuel credits per the current fee schedule. To receive these credits, the member must leave the receipt in the vehicle with the associated trip ticket. Reminder: use your 4-digit PIN number (not your ID number) when prompted at the pump.

2. VEHICLE CLEANING

It is the responsibility of the member to clean the vehicle of any excessive interior/exterior mess made during the member's reserved time. Leaving the vehicle unreasonably dirty for fellow members will result in penalties as detailed in the current fee schedule. Examples of excessive wear include, but are not limited to, coffee or beverage spills, pet hair, pet smells, and tobacco odor. Smoking is prohibited in all vehicles.

3. INCLEMENT WEATHER

CAR TO GO discourages members from operating its vehicles when extreme conditions make driving dangerous. Under such driving conditions, members may cancel their reservation without charge, providing they contact staff within 24 hours of the reservation. CAR TO GO reserves the right at any time to restrict access to all cars, including those previously reserved, in unreasonably dangerous conditions.

4. PERMITTED DRIVERS

Only CAR TO GO members are authorized to operate CAR TO GO vehicles. However, if the life or safety of a CAR TO GO member or another person is at risk, a non-member may drive a CAR TO GO vehicle, provided that the driver:

- Has a valid driver's license.
- Is not under the influence of any intoxicating substance.
- Is capable of driving.
- Is traveling with the member.

The member is liable for any fees, costs, or damages arising from the non-member's use of the CAR TO GO vehicle. Immediate program expulsion may occur based on the circumstances of the incident.

5. TRAFFIC/PARKING TICKETS

Members are responsible for payment of any traffic or parking citations incurred while using a CAR TO GO vehicle. If CAR TO GO receives notice of an unpaid citation, the member responsible will be invoiced for the cost of the citation, as well as other fees outlined in the fee schedule. Immediate expulsion may occur depending on the circumstances of the incident.

6. MAINTENANCE & EMERGENCY REPAIRS

CAR TO GO will undertake regular maintenance of all vehicles. However, members are responsible for ensuring that brake fluid, engine oil, coolant, windshield washer, and power steering fluid levels meet operator's manual specifications during reserved periods. Tire pressure must also be maintained to manual's specifications.

Member purchases of up to \$50 for the purpose of ensuring the above will be reimbursed by the program provided that a receipt is supplied to the office within 30 days of purchase. Maintenance purchases of more than \$50 must be preapproved by staff.

7. ACCIDENTS & DAMAGE

Any accident or damage in connection with a CAR TO GO vehicle must be immediately reported to the police and to CAR TO GO.

An accident pack, including an accident reporting form, is located in the glove box of each CAR TO GO vehicle. The accident pack provides step-by-step information about accident procedures. Failure to complete the accident report in full, failure to report the accident to police and CAR TO GO staff and/or failure to follow the procedures outlined in the accident pack may result in the following regardless of type of accident or fault:

- Member may not be covered by CAR TO GO insurance.
- Member may be liable for vehicle damage.
- Member may be responsible for the insurance deductible.

8. INSURANCE, LIABILITY, DEDUCTIBLE

CAR TO GO vehicles carry full liability insurance. Additionally, all CAR TO GO vehicles carry comprehensive and collision coverage. The insurance conditions are available for inspection at the CAR TO GO office. If a member is involved in an accident and a claim is made against the member or against CAR TO GO, settlement of that claim will be at the discretion of CAR TO GO or its insurer.

In the event of an accident, a member's liability will include the current insurance deductible. Members may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if the member violated the insurance agreement or failed to follow proper procedure as listed in the accident packet.

During the time a member has reserved a vehicle, it will be assumed that this member was using the vehicle and will be held responsible for any damage to the booked vehicle or claims that are made against CAR TO GO or damages resulting from use of the vehicle.

Any payment owed by a member to CAR TO GO due to an accident or other damage, may be collected from the member by immediately charging the member's credit card.

9. LIENS & IMPOUNDMENT

If a program vehicle is towed and impounded while reserved, the reserving member is responsible for recovering the vehicle and agrees to pay any costs arising from the vehicle being towed. If a member allows a lien to be placed on a CAR TO GO vehicle or allows the vehicle to be impounded, the member is responsible for all costs, court and legal fees incurred by CAR TO GO in pursuing the swift return of the vehicle as well as any penalties per the fee schedule.

VIII. MEMBERSHIP SUSPENSION/TERMINATION

1. FEES FOR VIOLATIONS

If any term or condition of the membership application, this manual, or the rules is violated, the member is subject to any fees, penalties and other costs associated with said violations.

2. PAYMENT IN ARREARS

CAR TO GO may, without notice, suspend/terminate driving privileges and require return of a member's key if a member defaults in paying any amount owed. The suspension will remain in effect until such time as any amount owed, including interest and penalties accrued, has been paid. Members may also be terminated from the program for ongoing cases of late payment or non-payment.

3. DRIVING WITHOUT DUE CARE

CAR TO GO may, without notice, suspend/terminate driving privileges and require return of a member's key if a member is charged with driving without due care or for any vehicle related offense. This includes, but is not limited to:

- Operating a motor vehicle while impaired
- Failure to provide a breath sample
- Dangerous operation of a motor vehicle
- Failure to stop at the scene of an accident
- Use of a vehicle without reservation

4. AUTOMATIC TERMINATION

CAR TO GO may, without notice, automatically terminate driving privileges and require return of a member's key for any reason listed in this manual or for any reason determined by City of Aspen staff to be in the program's best interest.

5. TERMINATION BY MEMBER

A member may terminate membership in writing or in person at any time. Membership termination is effective upon the return of all CAR TO GO keys in the member's possession as well as payment of all funds owed including interest and late fees accrued.

6. RETURN OF KEYS

All lock box and vehicle keys are the property of CAR TO GO and must be returned to the program office upon demand. Failure to return keys will result in the accrual of monthly administrative fees, key remittance fees, system re-key fee, interest and other penalties as outlined on the current fee schedule.

7. MEMBERSHIP REINSTATEMENT

Members who have left the program either voluntarily or via suspension may reapply at any time. However, membership reinstatement is at the discretion of the City of Aspen. Requests for renewed membership may be denied based on previous program history, status of payments or any reason deemed in the best interest of the program.

IX. NOTICES

1. AMENDMENTS TO THE FEE SCHEDULE

CAR TO GO may amend the fee schedule at any time. All fee schedule amendments will be provided to members via email within 14 days of their adoption by CAR TO GO. Amendments will not be effective any sooner than 14 days after they are made.

2. SEVERABILITY

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

3. MEMBER NOTICES

If this manual requires CAR TO GO to give notice, notice will be sent to the member at the email and/or mailing address provided in the membership application. In the event of a change of email or mailing address, the member must notify CAR TO GO in writing. Members are responsible for and must comply with any fees, policies or procedures after notice has been sent. CAR TO GO is not responsible for notices that have not reached members due to incorrect address or failure of computer/postal services.

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