



## 1. Definitions

- a) Duet Driver Member: the person registered as the Member (ECOPASS, annual bus pass or U-pass required) and, when not otherwise stipulated in this contract as the Associate Member;
- b) Associate Duet Driver Member: the person registered as the Associate Member (bus pass not required).
- c) Agreement: the Membership Agreement. Under this Agreement, the Associate Member undertakes the same commitments as the Member. The Member and Associate Member(s) are jointly and severally responsible for their commitments to VRTUCAR and for any claim or other action VRTUCAR might take against them;
- d) Agent: the person managing reservations for VRTUCAR;
- e) Rules: all of the VRTUCAR operating rules which are indicated in the Member Rules, as well as any other directives issued from time to time by VRTUCAR.

## 2. Authorized Drivers

Any Member who allows an authorized driver other than him/herself to use a vehicle reserved under his/her name remains fully responsible to VRTUCAR for the vehicle. The Member agrees not to allow the use of VRTUCAR's vehicles to anyone other than an authorized driver, meaning:

- a) the Member him/herself;
- b) another registered Member of VRTUCAR;
- c) any other person preauthorized by VRTUCAR.

## 3. Prohibited Use

The use of a vehicle under the following circumstances is prohibited:

- a) in any speed race or competition;
- b) for the purpose of towing (unless authorized by VRTUCAR), pushing, or propelling any trailer or any other vehicle;
- c) by any person who is under the influence of alcohol, or of any drug or medication which could diminish his/her capacity to drive a vehicle safely;
- d) while in the act of committing a crime, or any other illegal activity;
- e) in a negligent or abusive manner, or ill-advisedly;
- f) by any person who has provided VRTUCAR with false information;
- g) with domestic pets, unless all traces of the pet are removed after the trip.

## 4. Reservations

- a) Mandatory reservations

The Member must always reserve a vehicle in advance on each and every occasion he/she wants to use it.

- b) Advance Reservations

Reservations can be made up to 30 days in advance.

- c) Time period

Reservations begin on the hour or half-hour. The minimum time period for which a vehicle can be reserved is a half-hour. The maximum time is two weeks. Members can reserve up to 7 days themselves, online.

- d) Online and Telephone Reservations

Members can reserve a vehicle at [www.vrtucar.com](http://www.vrtucar.com), or at [mobile.vrtucar.com](http://mobile.vrtucar.com), free of charge. Reservations can also be made by calling the reservation line (613-798-1900) for a fee (60¢ daytime and \$1.20 evenings) for each call.

- e) Early Pick-Up/Late Return

See Appendix 1.

- e) **Cancelling or Shortening a Reservation**  
If a Member wishes to either cancel or shorten a reservation more than two (2) hours before the start time (or in the case of a modified Longer Distance reservation, the original start time), he/she can do so online, without penalty. Penalties and telephone fees apply to calls for late cancellations (Appendix 1).
- f) **Returning a Vehicle Early**  
If a Member returns a vehicle early to its station, he/she may phone the Agent to indicate the car is back. Telephone fees apply. The Agent will amend the reservation to show the car is available, however, the Member remains responsible for the cost of their original reservation.
- g) **Extending a Reservation**  
If a Member wishes to extend a reservation, he/she must notify an Agent sufficiently in advance such that if the reservation cannot be extended, the Member can still return the vehicle on time to its station.
- h) **Choice of Vehicle**  
The choice of vehicle is left to the discretion of the Agent.

#### 5. Use of a VRTUCAR Vehicle

- a) The Member must pick up the vehicle that has been reserved in his/her name at its station and return it, clean and in good working order, to the same station, on time.
- b) The Member must make a full inspection before taking the vehicle, and indicate it on the trip log. He/she must advise the Agent, without delay, of any damage or abnormality. Failure to report may result in the Member being deemed responsible for the damage.
- c) The Member who fails to return the key to the lock box (if required) must advise VRTUCAR as soon as possible. The Member will be billed for the period commencing at the end of the reservation until the key has been returned to its box, plus a penalty (Appendix 1).
- d) VRTUCAR is not held liable for indirect damage or injuries arising from vehicle accessories (bicycle rack, child seat, etc.) The Member is responsible for their safe installation and must check their condition before each use.

#### 6. Trip Log

- a) When using a vehicle, the Member must fill out a trip log, with all the required information. Afterwards, the Member must leave the white copy of the trip log in the portfolio in the glove compartment and retain the yellow copy of the trip log. In cases where trip logs are misplaced or lost, or if any of the required information is missing, VRTUCAR reserves the right to use any relevant information available to determine the kilometers driven by the Member.
- b) For purposes of calculations, the kilometers driven are deemed to begin and end at the location where the vehicle is picked up by the Member.

#### 7. Gas and Other Eligible Expenses

- a) **Filling the Gas Tank**  
Members are responsible for filling up the gas tank when the gauge shows the tank is less than half-full. The cost of gas (regular gas only) is assumed by VRTUCAR.
- b) **Windshield-Washer Fluid**  
The Member must fill the window-washing fluid reservoir when empty. Only winter grade fluid (-40 degrees) must be used throughout the year.
- c) **Eligible Expenses**  
Members may charge certain purchases (gas or windshield-washer fluid, etc.) directly to VRTUCAR's account. He/she must enter on the trip log the type of purchase, and the amount spent. On the receipt, he/she must put their member number and car number (required for credit to be issued), and place the receipt in the portfolio. Eligible expenses are credited on the Member's monthly invoice.

8. Rate Structure

a) Joining Fee

The Member and Associate Member each pay a non-refundable joining fee of ninety-nine dollars (\$99) plus tax, on signing up. There is only one monthly membership fee for both the Member and the Associate Member.

b) Duet Driver Plans - Members choose a plan to suit their driving needs.

Regular Plan

(Most economical if you regularly drive less than 300 local kilometers per month.)

\$10/month	KM Rate 46¢/km	Hourly Rate \$3.50/hr
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Frequent Plan

(Most economical if you regularly drive more than 300 local kilometers per month.)

\$30/month	KM Rate 34¢/km	Hourly Rate \$3.50/hr
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Work Day Rate

The Work Day Rate is available to Frequent Plan members only. This rate is available after 07h00 and finishing by 17h30, Monday to Friday.

Time	Price	KM Rate	Extra KMs
0700 - 17:30	\$26	40 free	17¢

Longer Distance Rates (LDUR)

For longer distance trips, Regular and Frequent Plan Members may request a VRTUCAR from the fleet (based on availability). VRTUCAR may also arrange a discount with a car rental partner.

Time	Price	KMs	Extra KMs
24 hours	\$39	Up to 300 km/day at 12¢/km	17¢

Members may add up to 3 hours of grace when they make an LDUR reservation. If more than 3 hours is added to the reservation, the Member will be charged for another 24 hours.

Note: There is a \$3.50 per month Damage Protection fee. A Member will be charged this, and the monthly membership fee, regardless of whether he/she used a VRTUCAR in that month. Due to the fluctuating cost of gas, a fuel surcharge may apply. Full details are available at [www.vrtucar.com](http://www.vrtucar.com).

- c) Specialty Vehicle Rates (Honda Element, Pontiac Vibe, Toyota Matrix, Toyota Scion): There is a 10% surcharge on the hourly and kilometer rates.
- d) Local trips between midnight and 07:30 - no hourly fee is charged, however members must reserve the vehicle.

HST is applied to all fees and rates.

## 9. Switching Plans

Duet Plan Members may switch their monthly plan, at no charge, by notifying the Agent by phone or email, prior to the last business day of the month. The Green Plan requires a five hundred dollar (\$500) refundable deposit for the Primary member and two hundred and fifty dollar (\$250) refundable deposit for the Associate member. If the Duet member(s) switch within 3 months of joining, their joining fee(s) will be credited towards their refundable deposit(s). After three months, no credit applies. Once a Member has switched, they agree to follow the Green or Easy Plan Driver Rules.

## 10. Maintenance

### a) Member's Responsibility

When using a vehicle, the Member is responsible for its safe use, such as cleaning the windows before driving the car, and for daily maintenance such as checking fluid levels, cleaning the vehicle, etc. Any expense, other than gas, (i.e. a minor repair) exceeding \$50, must be authorized by an Agent.

### b) Car Wash

The maximum amount reimbursed for a car wash is \$10 plus tax.

### c) Irregularities

The Member must advise VRTUCAR of any irregularity in the car functioning such as any loss of oil, engine noise, battery weakness, etc., when noticed.

## 11. Breakdown

### a) Breakdown

While using a vehicle, the Member must follow the instruction manual. If a problem arises that prevents or limits the use of the vehicle, or that may compromise safety, the Member must contact VRTUCAR to arrange for the safe transfer of the vehicle, according to the Agent's instructions. Any expense exceeding \$50 must be authorized by the Agent. If necessary, the Member must pay for towing, repairs, and other expenses. In the case where the Member must pay, the charges are reimbursed on the Member's monthly invoice, on submission of the appropriate receipts.

### b) Jump Starting (Boost Start)

Members are advised to call VRTUCAR's 24-hour Roadside Assistance (613-798-1900) if they require a boost. If the Member undertakes to receive a boost from a third party, he/she must inform VRTUCAR immediately upon return of the vehicle. The Member is entirely responsible for any damage that may result from the improper use of booster cables. It is prohibited to use a VRTUCAR to boost another vehicle.

## 12. Accidents and Insurance

### a) Coverage

The VRTUCAR insurance policy is available at <http://www.fSCO.gov.on.ca/english/forms/autoforms/endorsement/1215E.pdf>.

When using a VRTUCAR vehicle, the Member is covered by for:

- i. **Civil liability:** any person authorized to operate a vehicle under the Member Rules is covered by a civil liability insurance policy and subject to all of its terms, conditions, and exclusions;
- ii. **Collision and roll-over:** if a Member is involved in an at-fault accident, the authorized driver is covered by collision insurance. Nevertheless, the authorized driver, if found guilty, may be responsible for paying the deductible up to the limit;
- iii. **Accident without collision or roll-over:** if the Member is involved in an at-fault accident without collision or roll-over, the authorized driver is covered by VRTUCAR's insurance. Nevertheless, the authorized driver may be responsible for paying the deductible up to the limit.

### b) Damage Protection Plan

All Members must subscribe to the Damage Protection Plan for \$3.50 per month, per driver, plus tax. The damage protection fee may be waived, if the Member pays his/her account with a credit card that has CLDI (Collision Loss Damage Insurance).

c) Accident

Members are responsible for the car while it is reserved by them and must immediately report any accident to VRTUCAR.

If a Member is involved in an "Accident requiring a police report" (see Appendix 1), He/she must secure evidence from any available witnesses and use the Accident Report Form (located in the glove box) to record all of the required information, along with a written description of the accident and the damage incurred.

If a member is involved in an "Accident not requiring a police report" (see Appendix 1): Damage up to \$500 may be covered by VRTUCAR Damage Protection. Damage over \$500, but less than \$5,000, is assessed on a case-by-case basis. VRTUCAR will consult with the Member and propose a solution for the Member to consider. Wherever possible, the solution will be one that is mutually-agreeable to the Member and to VRTUCAR. In the event that VRTUCAR and the Member cannot reach agreement, VRTUCAR's solution will prevail. Damage over \$5,000 will be processed through VRTUCAR's insurance.

If the Member is found to be negligent, or at-fault in an accident, VRTUCAR reserves the right to use all, or part of the Member's refundable deposit toward the cost of repairs.

d) Hit and Run

If a Member is victim of a hit and run, he/she must obtain a police report.

e) Investigation of Claims

The Member agrees to provide VRTUCAR, and any other claims adjustment service, with the findings of any report or any notice relating to a claim or a lawsuit against VRTUCAR regarding an accident involving a VRTUCAR vehicle. The Member agrees to cooperate fully with VRTUCAR in the investigation and defense of any such claim or lawsuit.

c) Member's Responsibility

- i. The Member is fully responsible for any damage caused to a vehicle that is not covered by VRTUCAR's insurance policy, or by the manufacturer's guarantee in effect during the period that covers the use of the vehicle. The member is responsible for the cleaning or repair of any damage, stain or mark, however caused, (animal, coffee, etc.) while using the vehicle.
- ii. The Member is responsible for any damage caused by the loss of a vehicle's keys or for all other damage for which the Member is at fault and that is not covered by VRTUCAR's insurance policy or by the vehicle manufacturer's guarantee, in particular if the Member:
  - fails to abide by any requirement or condition as set out in the Member Rules,
  - neglects to gather the necessary information or to collaborate fully following an accident and this negligence is the cause of any additional costs incurred by VRTUCAR
  - uses a vehicle in a negligent way, drives with the emergency brake on, floods the engine when attempting to start it, or fails to follow the instructions in the owner's manual;
  - fails to remove the key from the ignition or to close and lock the vehicle;
  - fails to turn off accessories (such as headlights and windshield wipers, etc.) when returning the vehicle;
  - fails to advise VRTUCAR of any theft, vandalism or damage to VRTUCAR's vehicle, or any accident within 24 hours.

d) Travelling in Canada and the USA

The Member may drive VRTUCARs within Canada or continental USA.

13. Recovery Fees

The Member consents to pay to VRTUCAR all fees incurred in recovering any amounts owed that are covered by these Member Rules, or for the recovery of a vehicle, or all legal fees or court fees accruing from the enforcement of the terms of these Member Rules.

14. Violations of the Highway Safety Act or Municipal Parking Bylaws

- a) The Member is responsible for any traffic or parking fines received while using a VRTUCAR. He/she must report as soon as possible any violations that are not resolved within the prescribed deadline - appeals, legal proceedings, etc.
- b) The Member must notify VRTUCAR of violation notices found on the vehicle at the moment that he/she takes possession of the vehicle. Otherwise, the Member is held responsible for any fine or fee incurred by VRTUCAR.
- c) At the end of the reservation, the Member must not leave a vehicle in a restricted parking zone. If a member does so, and fails to notify VRTUCAR, the Member is responsible for all resulting parking tickets and towing fees. VRTUCAR may otherwise instruct a Member to move a vehicle that was parked in a restricted parking zone.

15. Invoicing

- a) Monthly Invoice  
Members are billed monthly for the use of vehicles and for any penalties incurred under Appendix 1 of the Member Rules.
- b) Responsibility of the Member  
The fees for the use of vehicles and penalties, are the responsibility of the Member and the Associate Member, and are invoiced directly and solely to the Member, for which he/she is responsible for payment in full.
- c) Corrections or Credits to Invoices  
The Member has three months following the related statement date to indicate any errors. No correction or credit can be made after that.
- d) Payment Methods and Due Dates  
Regular payments can be made by pre-authorized credit card, or by pre-authorized debit. Invoices are due in full upon receipt. Pre-authorized credit card withdrawals are processed on the 15<sup>th</sup> day of the month; pre-authorized debits processed on the 20<sup>th</sup>. VRTUCAR reserves the right to make an additional withdrawal in any given month (with notice) if the account is in arrears, or has a balance, as outlined in paragraph f) below.
- e) Late Payment  
Interest is calculated at 2% per month (26.8% per annum) on all overdue accounts. Declined payments result in a fine. (See Appendix 1 for details.)
- f) Unpaid Balance on Account  
A Member whose balance exceeds \$50 may be refused use of VRTUCAR's services until his/her account is in good standing by making payment in full.

16. ECOPASS - OC Transpo

Members may purchase an OC Transpo ECOPASS for travel on OC Transpo. The fee for the pass will be invoiced monthly on the Member's account. Conditions for use and rates are set by OC Transpo. See [www.octranspo.com](http://www.octranspo.com).

17. Revisions to Member Rules

VRTUCAR reserves the right to modify the terms and conditions of the Member Rules from time to time.

18. Cancellation of the Agreement/Termination of Membership

VRTUCAR reserves the right to cancel a Member's Agreement, in addition to levying penalties, if the Member fails to comply with one or more of the terms and conditions set out in the Agreement or in the Member Rules. If a Member wishes to terminate their membership, they must return the eFOB, lockbox key (and ECOPASS, if obtained from VRTUCAR) to VRTUCAR before the last business day of the month. If a Member returns the items after the last business day of a month, he/she will be responsible for monthly fees for the current month. If the keys are lost, the Member is charged according to Appendix 1 (5).



Accident requiring a police report:

Other vehicle(s) involved  
 Someone is injured  
 A cyclist is involved (whether injury results or not)  
 Property is damaged  
 Damage to vehicle(s) is over \$1,000  
 One or more drivers charged by police

Accident not requiring a police report:

No other person or vehicle is involved  
 Damage is under \$1,000  
 No charges by police

**Penalties**

1. Using a vehicle without a reservation (invoice code - UVS/UVW) - \$40 +  
 Using a vehicle without a reservation or using the wrong vehicle. Fees for the vehicle used without a reservation are charged. If another vehicle, other than the one used by the Member was reserved by the Member, any charges for this vehicle are also added.

2. Returning a vehicle late (invoice code - R) - \$25 +  
 A late fee will be assessed if the vehicle is late being returned. The Member may also be charged for the extra time used.

3. Canceling or shortening a reservation (invoice code - A50/A100)  
 Cancellations or modifications made online at least two hours before the start of the reservation are free.

Canceling a reservation less than two hours before the start time - 50% of the cost of the reservation, plus telephone fee.

Canceling or shortening a reservation after the start time - 100% of the cost of the reservation, plus telephone fee.

Canceling a reservation of 24 hours, less than two hours before the original start time - 50% of the cost of the first 24 hours, plus telephone fee.

Canceling any reservation of 24 hours or longer after the start time - 100% of the cost of the first 24 hours of the reservation period, plus telephone fee. (No penalty incurred for subsequent days of the reservation period.)

4. General penalties (G) - \$25 - \$75 (plus any additional fees incurred by VRTUCAR)  
 This applies to any oversight, omission, or negligence on the part of the Member that inconveniences VRTUCAR or any other Member, such as:

- leaving the key in the ignition, or forgetting to replace key in lock box, or losing the key to a vehicle. In addition, the Member will be billed for the period commencing at the end of the reservation until the key has been returned;
- failing to return a replacement key as requested by an Agent;
- leaving a vehicle's headlights or dome light on;
- leaving with a vehicle more than 14 minutes before the designated time;
- returning a vehicle to the wrong station;
- not paying a traffic violation fine within the time limit allowed;
- declined payment (\$25 first instance, subsequent declined payments - \$50);
- misuse of a car that results in the need for a service call or professional cleaning of the vehicle (\$25 - \$75, plus any additional fees incurred by VRTUCAR)

5. Key/Efob Replacement Fees  
 Medeco Lockbox Key - \$15  
 Efob - \$10