

## VRTUCAR Green Driver Membership Agreement

I agree to pay \$500 deposit for a VRTUCAR Membership (\$250 for an Associate Membership) and to allow VRTUCAR to approve my Driver's Licence and Driver's Abstract. Upon acceptance of my application, this agreement becomes a binding contract.

I further agree to the terms of membership in the Green Driver Member Rules, available at [www.vrtucar.com](http://www.vrtucar.com), and reviewed during my orientation. VRTUCAR may amend the Rules at any time.

VRTUCAR agrees to provide me with access to vehicles owned or rented by it and to pay for vehicle-related expenses such as gas, tires, insurance (under a standard insurance policy), maintenance and certain repairs. VRTUCAR will endeavour to ensure vehicles are clean, reliable and well-maintained and will conduct periodic inspections.

Members share responsibility for the maintenance and safety of vehicles by promptly reporting any problem, and VRTUCAR's periodic inspection of vehicles is supplementary to the inspection of vehicles by members. VRTUCAR does not make any representations or warranties as to the fitness or condition of any vehicle.

I will be responsible for paying any fees owing to VRTUCAR arising out of my use of VRTUCAR vehicles. I agree that this money is a debt due and payable to VRTUCAR and that VRTUCAR has a lien on my Refundable Deposit to cover the full amount owing.

I agree to pay \$3.25 per month, plus HST, on my monthly invoice, for the mandatory Deductible Protection. If damage should occur to the vehicle while I am using it, I agree with the following policies:

- Damage up to \$500 may be covered by VRTUCAR Deductible Protection.
- Damage over \$500, but less than \$5,000, is assessed on a case-by-case basis. VRTUCAR will consult with the Member who had the car when the damage occurred 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.

I recognize that VRTUCAR will not give me any warranty or guarantee except as follows: VRTUCAR will use reasonable care in the performance of its services.

VRTUCAR will have a program of regular preventive maintenance and will deal in a reasonable way with defects that are reported. However, VRTUCAR will not be liable for any damages or losses, however caused, arising out of, or in connection with: a vehicle not being available when it was supposed to be; and/or any malfunction of, or deficiency in a vehicle, whether or not by accident, physical injury or property damage results; and/or any defect in a vehicle, or any breach of warranty or other obligation by any manufacturer or supplier or repairer of a vehicle.

The above expresses the full obligation of VRTUCAR to the member and is instead of a warranty, whether expressed or implied. In no event will VRTUCAR be liable for any damage or injury to persons or property, or loss of profits, or any indirect or consequential damages, however caused.

I understand that if I terminate my Membership during the first six months, VRTUCAR will only refund my deposit 60 days after the initial 6-month period would have ended. If I terminate my membership after the first 6 month period, Vrtucar will refund my deposit within 60 days.

