



Member Rules 2008

1. Definitions

- a) **Member:** the person registered as the Member and, when not otherwise stipulated in this contract as the Associate-Member;
- b) **Associate Member:** the person registered as the Associate Member;
- 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 to ensure a proper functioning of its car-sharing service.

2. Authorized Drivers

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.

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.

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 careless or abusive manner, or ill-advisedly;
- f) by any person who has provided VRTUCAR with false information.
- g) with domestic pets, unless they are in a pet carrier for 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 with Internet access can reserve a vehicle at www.vrtucar.com free of charge. Reservations, cancellations or modifications can also be made by calling the reservations line (613-232-8788, Monday to Friday from 8:30 to 17:00 or, after hours, 1-877-535-8978) for a fee (50¢ from 09:00-17:00 and \$1 evenings) for each call. Telephone fees apply to calls for late cancellations (Appendix 1).

e) Returning a Vehicle Early

If a Member returns a vehicle two (2) or more hours early to its station, he/she may phone the Agent to indicate the car is back in its place. The reservation period will be amended to show the car as returned early (to the nearest hour or half hour).

f) 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.

g) 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, no later than the end of the period for which it was reserved.
- b) When taking possession of a vehicle, the Member must make a full inspection. He/she must advise the Agent, without delay, of any damage or abnormality.
- c) After every use of a vehicle, the ignition key must be immediately returned in the lock box or assigned location. The reservation period ends only when the car key is returned to the lock box.
- d) The Member who fails to return the key to the lock box or assigned station when returning a vehicle must advise VRTUCAR as soon as possible. A Member who fails to replace a key to its lock box will be billed for the period commencing at the end of the reservation until the key has been returned to its box. Also, a penalty will be imposed on the Member for inconveniencing another user.
- e) 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, and indicate 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 until the account is issued. In cases where trip logs are misplaced or lost, or if any of the required information is missing on the logs, 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 at the location where the vehicle is picked up by the Member and ends at the same location.

7. Gas and Other Eligible Expenses

a) Filling the Gas Tank

When using a VRTUCAR vehicle, the cost of gas (regular gas only) is assumed by

VRTUCAR. Members are responsible for filling up the gas tank when the gauge shows the tank is less than half-full.

b) Windshield-Washer Fluid

Only winter grade window-washing fluid (-40 degrees) must be used throughout the year. The Member must fill the window washing fluid reservoir when empty.

c) Eligible Expenses

Members may charge certain purchases directly to VRTUCAR's account with the credit card found in each vehicle and at businesses designated by VRTUCAR. If a Member makes an eligible expense (gas or windshield-washer fluid, etc.) he/she must enter on the trip log the type of purchase, and the amount spent. The Member must then place the purchase receipt with their member number clearly marked on the receipt together with the trip log in the space provided.

Any eligible expenses made by the Member are credited on the Member's monthly invoice. No credit will be given without a detailed receipt and a Member number.

d) Purchase Receipts

Proof of purchase (cash register or credit card receipt) must detail the purchase particulars and the name of the establishment. The Member is responsible for obtaining a certified and detailed receipt that is accurate and complete.

8. Rate Structure

a) Member Deposit

The Member pays a deposit in the amount of five hundred dollars (\$500); two hundred and fifty dollars (\$250) for an Associate member, payable in full on signing up. The Member agrees that the full amount of the deposit can be used by VRTUCAR in carrying out its activities and more particularly, without limiting the generality of the foregoing, for financing and purchasing new vehicles.

No interest will be calculated or paid on the Member deposit. The Member deposit will be reimbursed to the Member on termination of the membership. If a debt is owing to VRTUCAR when the membership agreement is cancelled, VRTUCAR reserves the right to use the deposit to cover all or part of the amount owing. The minimum membership term is six (6) months. After the minimum term, the Agreement may be terminated by one month written notice. In the case of termination the Member agrees to immediately return to VRTUCAR the efoB and lockbox key.

b) Deductible Protection

Members may subscribe to Deductible Protection Plan, which may be purchased at the orientation or anytime during a membership, prior to a claim on the deposit by VRTUCAR.

c) Monthly plans

Members choose a monthly plan to suit their driving needs.

A Plan (Frequent Plan) \$400/year	KM Rate + 33¢/km	Hourly Rate + \$2.50/hr Monday – Thursday + \$3.00/hr Friday – Sunday
B Plan (Regular Plan) \$200/year	KM Rate + 39¢/km	Hourly Rate + \$2.50/hr Monday-Thursday + \$3.00/hr Friday – Sunday
C Plan (Occasional Plan) \$100/year	KM Rate + 45¢/km	Hourly Rate + \$2.50/hr Monday-Thursday + \$3.00/hr Friday – Sunday

(GST is added to membership fees. GST and PST are added to kilometer and hourly rates.)

Longer Distance Rates (LDUR)

For longer distance trips members, may request a VRTUCAR from the fleet (based on availability). VRTUCAR may, from time to time, arrange a discount plan for Members with a car rental partner.

Time	Price	KM Included	Extra KM
24 hours	\$33.50	Up to 300 km/day at 11¢/km	17¢

Work Day Rate

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

Time	Price	KM Included	Extra KM
0700-1730	\$22.00	40 km	17¢

Notes: (1) A Member who pays his/her membership plan fee on the monthly invoice will be charged the membership fee, regardless of whether he/she used a VRTUCAR in that month. (2) Membership "hold" D category is \$35/year or \$3.50/month and is offered to a member who is traveling for at least four months; or for health reasons will not be driving a VRTUCAR for a minimum period of four months.

d) Specialty Vehicle Rates:

Specialty vehicles are charged at the current published rates.

e) Local trips between midnight and 07:30 - no hourly fee is charged, however members must reserve the vehicle.

9. Maintenance

a) Member's Responsibility

When using a vehicle, the Member is responsible for daily maintenance such as checking fluid levels, cleaning the vehicle, etc. Any expense, other than gas, (i.e. for a minor repair) which exceeds \$50, must first be authorized by an Agent.

b) Reimbursement of Expenses

Provided that it is not due to the Member's negligence, any eligible expense deemed acceptable, will be reimbursed on the Member's monthly invoice. The Member must provide the purchase receipts to VRTUCAR according to the article 7 (c). No credit will be given without a detailed receipt.

c) Car Wash

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

d) Cleanliness of Windows

The Member must ensure that all vehicle windows are kept clean to ensure they do not constitute a risk of accident while operating the vehicle.

e) 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 it is noticed.

10. Breakdown or Accident

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 personal safety, the Member must communicate with 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 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 boost any vehicle other than a VRTUCAR vehicle.

c) Accident

In case of an accident involving damages, the Member must fill out an accident report form, or take note of the following information:

- i. Date, time, place and circumstances of the accident;
- ii. License plate numbers of the vehicles involved, the models and years, their serial numbers as well as the names, addresses and policy numbers of the insurance companies;
- iii. Names, addresses, phone numbers and driver's license numbers of the parties involved;
- iv. Names, addresses, and driver's license numbers of the owners of the cars (if the drivers are not the owners);
- v. Names, addresses and phone numbers of witnesses, if any (indicate if these were passengers of the vehicles involved);
- vi. Description of the damages to the vehicles;
- vii. Signatures of all drivers involved on the accident report form.

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 of this nature.

11. Insurance

a) Coverage

A copy of the VRTUCAR insurance policy is available on request. When using a VRTUCAR vehicle, the Member is covered by the following agreements among others in the policy, indicated below:

- 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 accident, the authorized driver is covered by collision insurance. Nevertheless, the authorized driver, if found guilty, is responsible for paying the deductible up to the limit determined in the Membership Agreement (\$500/\$250);
- iii. Accident without collision or roll-over: if the Member is involved in an accident without collision or roll-over, the authorized driver is covered by VRTUCAR's insurance. Nevertheless, the authorized driver is responsible for paying the deductible up to the limit determined in the Membership Agreement (\$500/\$250);

b) Deductible Protection Plan

In addition to the deposit which may be required to cover the deductible in the event of vehicle damage, members may subscribe to a reduced deductible. Deductible

Protection may be purchased at the member's orientation or at any time during a membership, prior to a claim on the deposit by VRTUCAR.

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. Regardless of any deductible protection to which he/she may have subscribed, 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:
 - uses a vehicle for purposes that are prohibited under Member Rules;
 - fails to abide by any requirement or condition as set out in the Member Rules, particularly if he/she 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, floods the engine when attempting to start it, or fails to follow the instructions in the owner's manual;
 - fails to remove the keys from the vehicle or to close and lock all doors, windows and the trunk;
 - fails to turn off certain 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 only drive, transport, or use VRTUCAR's vehicles within Canada or continental USA, and must notify an Agent in advance of his/her intention to travel to the USA in a VRTUCAR vehicle.

12. 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 vehicle. He/she must report as soon as possible any violations that cannot be 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, he/she must advise VRTUCAR. If the member 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.

13. 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, which are the responsibility of the Member and the Associate Member, 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 or omissions. No correction or credit can be made after the three months following the statement date.

d) Payment Methods and Due Dates

Payments can be made by pre-authorized use credit card, pre-authorized debit, E-transfer (TD Canada Trust accounts only) or email money transfer. The reference number to be used is the member number. Invoices are due in full upon receipt. Pre-authorized credit card withdrawals are processed on the 15th day of the month; pre-authorized debit withdrawals are processed on the 20th. E-transfers and all other payment methods are due by the 24th.

e) Late Payment

Interest is calculated at 2% per month on all overdue accounts beginning 21 days after the statement date and stopping at the date the payment was received. Interest accumulates at the rate of 2% per month (26.8% per annum) on any unpaid balances.

f) Balance on Account Exceeds \$50 after Due Date of Last Invoice

A Member whose balance exceeds \$50 after the due date of the last invoice will be refused use of VRTUCAR's services until his/her account is in good standing by making payment in full.

g) Balance in Excess of \$400

A Member whose balance is greater than \$400 at the time of the statement date is refused use of VRTUCAR's services for as long as his/her balance exceeds this amount.

h) 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. ECOPASS - OC Transpo

Members may purchase an OC Transpo ECOPASS for travel on OC Transpo. The fee for the monthly pass will be invoiced on the Member account. Conditions for use and rates are set by OC Transpo. See www.octranspo.com.

15. Revisions to Member Rules

VRTUCAR reserves the right to modify the terms and conditions of the Member Rules from time to time. One month prior notice will be given to Members of rate changes (plans, hourly rates and/or kilometer charges).

16. Cancellation of the Agreement

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.

17. Privacy Policy/On-Board Computers

For purposes of control and security, VRTUCARs may be equipped with on-board computers which include anti-theft technology and a tracking system linked to the global positioning system (GPS). This system allows VRTUCAR to track its vehicles equipped with this technology throughout Canada and USA. The Member declares he/she has been made aware of this policy through the present provision in the Member Rules and he/she accepts its use and application on signing the Member Agreement. The complete VRTUCAR privacy policy is published on our website.

www.VRTUCAR.com

The Member agrees to pay VRTUCAR the penalty amount indicated below, plus the fee incurred by VRTUCAR in case of non-respect of one or more of the requirements of the Member Rules. Penalties will appear on the invoice with a code (below).

1. Using a vehicle without a reservation (UVS/UVW) - \$40 +

Using a car without a reservation or using the wrong car. Hourly 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 (R) - \$20 +

A late fee will be assessed if the vehicle is five or more minutes late being returned. The Member may also be charged for the extra time used.

3. Canceling or shortening a reservation (A50/A100)

No penalty is charged for any reservation cancelled or shortened at least two hours before the start of the reservation period or for any reservation cancelled or shortened before 9:00 am on the day of the reservation period;

For cancelling a reservation less than two hours before the start time

- **50%** of the cost of the reservation.

For cancelling or shortening a reservation after the start of the reservation period

- **100%** of the cost of the reservation.

For cancelling a reservation of 24 hours, less than two hours before the start time

- **50%** of the cost of the first 24 hours.

For cancelling any reservation of 24 hours or longer after the start of the reservation

- **100%** of the cost of the first 24 hours of the reservation period. (No penalty incurred for subsequent days of the rental period.)

4. General penalty - \$20

Plus any additional fees incurred by VRTUCAR for any failure by the Member to comply with any provision of the Member Rules, other than those for which a specific penalty is provided above. This applies to any oversight, omission, or negligence on the part of the Member that inconveniences VRTUCAR or any other Member, such as:

- 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 to its box;
- failing to return a replacement key as requested by an Agent;
- leaving a vehicle's headlights or dome light on;
- leaving with a vehicle before the designated time;
- returning a vehicle to the wrong station;
- not paying a traffic violation fine within the time limit allowed;
- issuing a cheque without sufficient funds (NSF), first instance. Subsequent NSFs - \$50.

5. Key/Efob Replacement Fees

Medeco Lockbox Key - **\$15**

Efob - **\$10**