



# Membership Manual

The Kootenay Carshare Cooperative ("KCC") is a not-for-profit venture incorporated to foster car sharing as an alternative to the privately owned automobile. We believe KCC is an environmentally responsible and economically sound choice that fits many people's mobility needs. Through car sharing we aim to improve air quality, reduce stresses on green space and eliminate many sources of pollution.

We work hard to stress that we co-own as opposed to mutually-use. We consider the shift away from thinking in terms of sole ownership and/or single-user status typical to most markets is the cornerstone to the environmental goals we strive for. To that end, we interrupt members when they say 'rent' and make them re-state their wishes in terms of 'using', 'reserving' or ... whatever. It's done as a joke but we're quite serious.

## 1. Introduction

Welcome to the Kootenay Carshare Cooperative. The terms and conditions in this Manual are for the benefit of our members, and the general well being of the KCC as a whole. This Manual is additional to:

- (a) The Rules of Incorporation. The Rules lay down the legal organization and procedures of KCC.
- (b) The Membership Application. This includes an agreement to abide by the Rules and this Manual; it acknowledges the liability of members for various charges and limits the liability of KCC.
- (c) Vehicle operator's manuals. These provide operating instructions specific to each vehicle.
- (d) *Policies & procedures from time to time added to the orientation manual.*

Members are required to abide by all of these documents. If applying for membership you must read and understand this entire Manual before signing the Membership Application. By signing the Membership Application you are indicating your understanding of the various rules and obligations contained in this Membership Manual and you are agreeing to abide by those rules and obligations. Your and KCC's legal rights and obligations are determined solely by terms in this Manual, the Membership Agreement, the Rules, vehicle operator's manuals, and any additional Policies & Procedures.

## 2. Definitions

In this manual,

**"Administrative Coordinator"** and **"Manager"** both mean the operations coordinator designated by the Board.

**"Board"** means the board of KOOTENAY CARSHARE COOPERATIVE and any committees established by the board for a specific purpose;

**"Contact Person"** means the operations spokesperson as designated by the Board:

**"Cooperative"** **"Carshare"** and **"KCC"** both mean the Kootenay Carshare Cooperative;

**"KCC vehicle"** means a vehicle owned/leased by KOOTENAY CARSHARE COOPERATIVE and includes any equipment in the vehicle;

**"Designated Driver"** means a driver designated as the driver for a special needs member under section 9 of this manual;

**"Full Member Partner"** means a Full Member who resides with a spouse (including common law or same sex spouses) who is an Associate Member, and has agreed that their shares will be security for debts owing from the Associate Member;

**"Member"** includes both an Associate Member and Full Member;

**"Mail"** means mail delivered by Canada Post and/or delivered by courier and/or email and/or fax

**"Price List"** means the most recent price list approved by the Board, including any amendments to it.

**"You"** or **"your"** means a member or an authorized driver.

### **3. Share Deposit and Refund**

Applicants for Full Membership are required to pay a deposit equal to 100% of the price of the minimum shareholding for Full Members (1 Class A). Applicants for Associate Membership are required to pay a deposit equal to 100% of the price of the minimum shareholding for Associate Members (1 Class B). The price for shares is set out in the Price List. This deposit will be refunded if KCC does not accept the application. If you are accepted as a member, the deposit will be used to purchase the required shares in KCC. The share represents your participation in the ownership of vehicles and assets belonging to KCC, and serves as security for any liabilities resulting from this contract.

For the organizational stability of the organization we need to be sure that members are serious about their involvement with KCC. You should not apply for membership unless you intend to maintain your membership for at least six months. If you or KCC terminate

your membership during your first 180 days of membership, KCC is not required to refund your shares until 180 days after you have become a member or 90 days after your membership is terminated, whichever ever comes later. If you or KCC terminate your membership after the 180 days of membership KCC will refund your shares within 90 days. In either case KCC will only refund that portion of your shares (if any) remaining after deductions for moneys owing to KCC.

#### **4. Key Location**

Keys are located in a security combination lock box with each vehicle.

#### **5. General rights and duties**

As a member of the Carshare, you are entitled and encouraged to attend meetings, vote for directors, stand for election as a director, and join steering committees. Your active participation in the affairs of KCC is valued to ensure that KCC is run in a financially, socially and environmentally responsible manner, in a spirit of good humour, kindness and respect. Members are encouraged to provide some volunteer time for special events such as: the Annual Shine & Dine or other promotional events.

#### **6. Carrying a valid driver's license**

You or your Designated Driver must carry a valid driver's license with you during every trip. The rights of membership are conditional on you or your Designated Driver having possession of a valid driver's license. If you or your Designated Driver's license is suspended, withdrawn or expires, for whatever reason, your and your Designated Driver's right to drive expires immediately. You must inform KCC **immediately** of any suspension, expiry or withdrawal of your or your Designated Driver's driver's license.

#### **7. Keys**

After being accepted as a member, purchasing the required share, you have the right to use KCC vehicles according to the Membership Agreement and this Manual.

Vehicle keys remain the property of KCC. You are liable for the loss, deterioration and any possible misuse of the keys and other material. You are not allowed to make copies of the keys. If you lose a key(s), you must phone KCC's Office within one hour and inform them of the loss. A key(s) replacement fee will be charged according to the Price List.

You may not mark the key(s) with anything that might indicate it is for KCC vehicle(s). You are liable for any damages that may result from disregarding this rule.

#### **8. Cross Use**

As a member, you may be allowed to use vehicles of car share cooperatives that have signed a cross-use agreement with KCC (e.g. *Vancouver's MODO, the car co-op, Victoria Carshare Cooperative*). Whether or not you are allowed to use such vehicles will depend on the terms of the cross use agreement. Your intent to cross-use must be registered with KCC, and the cross-use will be according to the terms and prices of the other cooperative. If you use or book a vehicle under the terms of a cross use agreement, you release KCC from any claims related to your use of the vehicle, and you agree to indemnify KCC from any claims or costs that may arise out of the use or booking.

## **9. Special Needs or Disabled members**

If you are unable to drive safely because of a visual, mental or physical impairment you may appoint a designated driver to drive for you. Before they may drive for you, you must provide KCC with a copy of the Designated Driver's name and driver's license and 3-year driving history from a "Drivers License Abstract".

Designated Drivers may only use KCC vehicles if an authorized representative of KCC has approved them. Designated drivers right to drive may be suspended for any of the reasons for which a member's driving rights may be suspended. Designated drivers may only use KCC vehicles when you are present. You must maintain responsibility of key(s).

You are responsible for ensuring that the Designated Driver abides by all the terms of this agreement. If under the terms of this agreement a driving member would be liable to pay any monies, you are responsible for paying that amount, notwithstanding that you may not have been the vehicle driver. You will indemnify KCC for any claims arising from Designated Driver's use of a vehicle if you would have been liable as a driver under the terms of this Manual.

## **10. Booking --- How do I book a Vehicle?**

If you want to use a KCC vehicle you must book it before use on the website calendar provided at [www.carsharecoop.ca](http://www.carsharecoop.ca) for this purpose. When you book a vehicle you will book it for a *minimum period* of one half hour and additional increments of fifteen minutes. You are not allowed to reserve more than one vehicle at the same time. You cannot overbook time on a vehicle that another member has already recorded on the calendar.

## **11. Charges for Vehicle Use and Booking**

If you book a vehicle you will pay

- a) The full half hour rate plus each quarter hour for which the vehicle is booked; and
- b) A charge per kilometer.

c) Occasionally a fuel surcharge may apply, as determined by monthly calculations of average cost per KM in excess of a base rate.

If you return a vehicle late, you will be required to pay an additional fee. All these charges are set in the Price List.

## **12. Vehicle check before departure**

Before using the KCC vehicle you must check for any visible defects, such as loose exterior parts, lack of inflated tires, etc. The Manager or Administrative Coordinator must be informed ASAP.

You must also check to ensure the following are included in the glove box:

-vehicle insurance and registration

You are required to inform the Manager or Administrative Coordinator or the Revelstoke or the Kaslo Contact Person if any of these items are missing. You must not drive the vehicle if current insurance and registration are missing.

## **13. Extension of a booked period**

If for any reason you cannot keep to the booked return time, you must prolong your booking time *on the Internet web site of Kootenay Carshare* before the original booked period is over. If an extension is not possible because of a following booking, a fee will be charged according to the Price List. Also you will be required to pay to KCC any of the expenses it incurs because of having to reimburse other members for taxi or rental car expenses under paragraph 15.

## **14. Cancellations**

*Cancellations must be made at least 2 days in advance of the booked vehicle reservation time, and **must** be done by changing the computer booking. The entire reserved time will be charged in full if cancellations are made within 2 days of the booked vehicle reservation. If another carshare member uses the vehicle during the original booked time, this time will be deducted from the charges.*

## **15. Booked Vehicle Unavailable**

If the vehicle is not at its regular parking spot fifteen minutes after the beginning of the reserved time, you may either cancel the reservation without charge or change the reservation to another KCC vehicle. If no other KCC vehicles are available and the Manager or Administrative Coordinator is unavailable to change the reservation, you may rent a vehicle from a local designated car rental company or use a taxi, whichever costs less. The cost of taking a *taxi or car rental* will be reimbursed as per the *Guaranteed Alternative Transportation Policy*. Rental of a car will only be reimbursed

where it is less expensive than using a taxi. Receipts must be shown for reimbursement. *Any additional costs for this procedure will be for the account of the member responsible for the missing vehicle, if this is the case.*

## **16. Emergency Drivers**

If an emergency occurs and the life or safety of you or another person is at risk you may allow a non-member to drive a KCC vehicle, on condition:

- a) that you check that she or he has a valid driver's license;
- b) that you ensure that she or he is capable of driving before the trip, and is not under the influence of any intoxicating substance; and
- c) that you only allow him or her to drive the vehicle under your personal supervision.

As a member, you are liable for any fees, costs or damages arising from the authorized person's use of the KCC vehicle.

## **17. Treatment and Operation of KCC Vehicles**

As a member, you agree to treat KCC vehicles carefully and ensure that your Designated Driver treats KCC vehicles carefully. You also agree to leave the car clean inside. Whenever you leave the car somewhere, you agree to secure it against theft. You or your Designated Driver must operate KCC vehicles according to the operator's manual located in the vehicles. You will be liable for any damage to the vehicle that results from disregarding these rules. Children under the age of 12 are required to be seat belted in the rear seats, and where appropriate use child seats appropriate to their age and size.

Particular care should be exercised when using *any add on equipment, such as* roof racks or bike racks. You must ensure that they are well secured to the KCC vehicle and that any bicycles or other gear is properly secured to the racks. You must also ensure that neither the rack nor gear will damage the KCC vehicle and will be responsible for any costs if damage occurs to KCC vehicle because of this use.

**Smoking is prohibited in all KCC vehicles.**

Pets are restricted except inside a secured pet-box and/or proper regard for the cleaning of pet hair etc. Where a vehicle is identified as being totally pet-free (for allergy sufferers) you must not carry pets in that vehicle at all. (*See Policy*)

KCC vehicles may not be:

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

- All KCC vehicles must be driven appropriately when driving on unpaved, unmaintained or rough roads. Any damage caused to vehicles that are not 4 X 4 vehicles from driving on such roads is the full responsibility of the booking member. And as well, any damage caused by irresponsible driving of a 4 X 4 vehicle on such roads is the full responsibility of the booking member.

You are responsible for maintaining a low noise level at the designated parking spot and to park only in that spot. Immediately report any illegal use of the spot by non- KCC vehicle to the Manager, Administrative Coordinator or Contact Person.

## **18. Refuelling**

Provided you submit a copy of gasoline receipts to KCC marked with your *name*, you will be reimbursed for the cost of refuelling KCC vehicles. It is your responsibility to ensure that the KCC vehicle's gas tank is at least ¼ full on return.

**DON'T LET AN EMPTY GAS TANK HAPPEN TO YOU!**

## **19. Cleaning and Washing**

KCC will wash and clean the vehicles *once a month*. It is your responsibility to clean the car of any mess you may have made inside or out. Leaving the car dirty for fellow members may result in you paying the cleaning costs. Keep in mind: if you take it through a car wash and vacuum the interior, KCC will pay for it (attach receipts to the Trip Log) - even if it's your mess. However, if you don't clean up - YOU WILL PAY FOR IT - in addition to any penalty assigned.

Save yourself the cost and your fellow members the unpleasantness. If you voluntarily clean a KCC vehicle please be sure to make environmentally responsible decisions about appropriate locations for the wash, soaps and solvents!

## **20. Maintenance & Emergency Repairs**

KCC will undertake regular maintenance of KCC vehicles. However, during the booked period, you must ensure that brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet operator's manual specifications. You must also ensure that tire pressure is maintained at operator's manual specifications. Any receipts for purchases or repairs you make to ensure the vehicle is operable must be marked with your *name* and submitted to KCC. You will be reimbursed up to a \$200.00 limit or, in the case of some repairs, a higher amount approved by the Manager, Administrative Coordinator or Contact Person. Any expenses paid in US dollars will be reimbursed according to the exchange rate on the date of bi-monthly billing.

## **21. Return**

You must properly return the KCC vehicle by the end of your booking period. Proper return of the vehicle means that

- a) It is parked and properly locked, with all its papers intact, at its official parking spot or *as noted on the computer log*.
- b) The interior of the vehicle is tidy;
- c) The trip log has been completed in a correct and readable manner;
- d) The fuel tank is at least  $\frac{1}{4}$  full.

If the vehicle is not properly returned you may be charged a fee according to the Price List. If you return a vehicle late and as a result another member is required to rent a vehicle or take a taxi, you will be required to pay to KCC any expenses that arise from having to reimburse other members for taxi or rental car expenses under paragraph 15.

If you fail to return the vehicle two hours past your booked time for return without calling to inform the Manager or the Administrative Coordinator or Contact Person, either person will call your listed phone number. If you cannot be contacted and have not given any indication to the Manager, Administrative Coordinator or Contact Person that you will be driving in an area where there are no telephones, the vehicle will be reported to the police as missing.

## **22. Payments**

As a member you agree to be bound by the current price list and pay for your usage as you are billed. A bill will arrive every month by email and must be paid within fifteen days of mailing or as indicated on the invoice. If an overdue amount exceeds \$25.00 a late payment charge of 1.25% per month, compounded monthly, will be charged on the total overdue amount.

## **23. Insurance**

KCC is responsible for ensuring that all KCC vehicles carry liability insurance. The insurance conditions are available for your inspection in each vehicle. If you are involved in an accident and a claim is made against you or KCC, settlement of that claim will be at the discretion of KCC or its insurer.

## **24. Accidents and Damage**

Any accident or damage in connection with the car you are using must be immediately reported to the Manager by phone at 250-352-2033 or the Emergency Cell Phone at 250-509-2002 or in person and to the police. You are obliged to secure evidence from any available witnesses, and to provide KCC with a written description of the accident



and the damage incurred. After an accident you may only continue your trip with the explicit permission of the Manager.

If

a) Any loss or damage to KCC vehicles, including the costs of temporarily replacing a KCC vehicle during repairs, or

b) Any claims by third parties against KCC, you or a driver authorized by you arising from your use of a KCC vehicle in a way that is not covered by KCC's insurance policy, you will be responsible for the loss, damage or claim.

c) For any ICBC covered accidents determined by them to be your fault, your liability will normally include your or your full sponsoring members \$500.00 share value, or in the case of accident costs over \$1,000.00 an additional amount equal to half the cost to a maximum of an additional \$500.00.

You may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if KCC's insurance policy does not apply (for instance, because you have driven while intoxicated), less the \$500. insurance deductible amount held in the membership share value. If during the time you have booked a vehicle damage occurs to the booked vehicle or claims are made against KCC or you for damages resulting from use of the vehicle, you will be deemed to be using the vehicle and be responsible for any costs incurred by KCC.

If a repair either costs \$200 or less or has been approved in writing by the Manager or Administrative Coordinator, you may arrange to have it completed at your expense. *Assuming the accident was assessed as your responsibility, you will not be compensated for this amount.* You must inform KCC immediately about any such repair.

## **25. Liens and Impoundment**

If the vehicle is towed and impounded for illegal parking while you have booked it, or if you've returned it improperly, you are responsible for recovering the vehicle and agree to pay any costs arising from the vehicle being towed.

If, without the approval of KCC, you allow a lien to be placed on a KCC vehicle or allow the vehicle to be impounded (for instance, by failing to pay for repairs which you have authorized) you are responsible for all costs, court and legal fees incurred by KCC in pursuing the speedy return of the vehicle as well as any service charge in the Price List.

## **26. Fees for violations**

If you violate any term or condition of the Membership Application, this Manual or the Rules you are subject to any fees applicable under the Price List.

## **27. Suspension of Driving Rights after Hearing**

If the Board has reason to believe that you have violated any term or condition of the Membership Application, this Manual or the Rules or *added policies and procedures*, it may ask you to attend a meeting at which you will have an opportunity to discuss the violation and possible suspension of your driving rights. The Board will send a notice of the meeting to you by courier or registered mail. The notice will specify the occasions on which you are suspected of violating terms or conditions and which terms or conditions you are suspected of violating. The notice will include a time and place for a meeting at which you will have an opportunity to discuss the suspected violation and possible suspensions of driving privileges with the Board. Unless you agree to another time, the meeting will be no earlier than one week after the notice of the meeting is sent to you. If, after having met with you, the Board finds that you did violate a term or condition of the Membership Application, this Manual or the Rules or *added policies and procedures*, the Board may suspend your right to drive for a period set by the Board. If you do not attend the meeting the Board may make this decision in your absence.

## **28. Suspension of Driving Rights without Hearing**

If the Board has reason to believe that you have violated any term or condition of the Membership Application, this Manual or the Rules, it may, without notice, temporarily suspend your right to drive. The Board will only suspend a member's right to drive without notice where it is of the opinion that doing so is necessary to protect the property of KCC or the safety of its members or the public.

The Board will, within two working days of its decision to suspend your right to drive, send a notice of the suspension to you by courier or registered mail. The notice will specify the occasion on which you are suspected of violating terms or conditions and which terms or conditions you are suspected of violating. The notice will include a time and place for a meeting at which you will have an opportunity to discuss the suspected violation and the suspension with the Board.

Unless you agree to another time, the meeting will be no earlier than one week after the suspension and no later than three weeks from the date of the suspension. The suspension of your driving rights will extend to the time of the meeting.

If, after having met with you, the Board finds that you did violate a term or condition of the Membership Application, this Manual or the Rules, the Board may extend the suspension of your right to drive for a period set by the Board. If you do not attend the meeting the Board may extend the suspension in your absence.

## **29. Suspension if Payments in Arrears**

The Board may also suspend your right to drive if you default in paying any amount owing to KCC. This may be done, without notice, one week after a second reminder is

sent to you by regular mail. The suspension remains in effect until such time as you have paid any amounts owing including, any interest accrued.

### **30. Automatic Suspension**

Your right to drive is automatically suspended if you are charged with driving without due care and attention under the *Motor Vehicle Act* or any vehicle related offense under the *Criminal Code* including

- operating a motor vehicle while impaired;
- operating a motor vehicle while with over 80 mg alcohol per 100 ml of blood;
- failing to provide a breath sample;
- dangerous operation of a motor vehicle;
- failure to stop at the scene of an accident.

If you are an Associate Member and your Full Member Partner's membership terminates or his or her driving rights are suspended, for whatever reason, your right to drive will be suspended until either your Full Member Partner's driving rights are re-instated or you become a Full Member. If you are an Associate Member and you stop residing with your Full Member Partner, your right to drive will be suspended until you become a Full Member.

### **31. Automatic Termination**

If you are convicted of any of the offenses referred to in section 30 your right to drive will be permanently suspended and your membership terminated.

### **32. Suspensions and Termination**

If the Board has reason to believe that you have, on more than three occasions, violated terms or conditions of the Membership Application, this Manual or the Rules or *added policies and procedures*, it may, without notice, temporarily suspend your right to drive and make a motion that your membership in KCC be terminated.

The Board will, within two working days of its decision to suspend your right to drive, send a notice of the suspension and motion to terminate to you by courier or registered mail. The notice will specify the occasions on which you are suspected of violating terms or conditions and which terms or conditions you are suspected of violating. The notice will include a time and place for a meeting at which you will have an opportunity to discuss the suspected violations, the suspension and the termination with the Board. Unless you agree to another time, the meeting will be no earlier than one week after the suspension and no later than three weeks from the date of the suspension.

After the meeting the Board may decide to

- end the suspension, with or without conditions;

- extend the suspension for a specified period; or
- terminate your membership.

If you do not attend the meeting the Board may make the decision in your absence.

### **33. On termination you shall not access the security combination lock box**

### **34. Termination by Member**

You may terminate your membership in writing at any time.

### **35. Co-op Principals**

KCC follows the co-op principals of voluntary and open membership, democratic member control, autonomy and independence, member economic participation, education, training and information, concern for community and co-operation among cooperatives.

### **36. Amendments to the Manual**

The Board (not including any committees of the Board) may amend this Manual at any time. You along with all other members have a role in deciding the terms of this Manual through your right to elect members of the Board. Also, if two weeks prior to a regularly scheduled meeting of the Board, you provide a draft amendment in writing to the Manager or Administrative Coordinator, the Board will consider that amendment at its next meeting. Within one week of any amendments being approved by the Board they will be mailed to members. Amendments will not be effective any sooner than 28 days after the Board approves them.

The Board may amend the Price List at any time. Within one week of any amendments being approved by the Board they will be mailed to members. Amendments will not be effective any sooner than 14 days after the Board approves them.

Any agreement that is made which differs from the terms of this Manual must be made in writing, and signed by an authorized representative of the Board.

### **37. Severability**

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

### **38. Notice**

If this Manual requires KCC or the board to give you notice, notice will be sent to you at the *mailing or emailing address* provided in your Membership Application. If *either* of your addresses changes you must notify KCC in writing.