

CAR TO GO MEMBERSHIP MANUAL

Effective 6-1-19

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 required 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, or MasterCard credit card (debit/bank check cards not accepted)

The applicant officially becomes a member of **CAR TO GO** only after they have been approved by the insurance provider, completed an orientation, read and signed the member agreement and been issued a key. **CAR TO GO** reserves the right to refuse membership to any applicant. Denial may be based on driving record, credit history, vehicle limitations, program constraints, previous membership history, unpaid balances with any City of Aspen programs or for any reason deemed to be 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 If the driver's license is suspended, withdrawn, or expires, for whatever reason, the member's driving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 (*do not drive if missing*)
 - Proof of Insurance (*do not drive if missing*)
 - Trip Tickets
 - Fueling Card
 - Operator's Manual
 - Accident Pack
 - Roadside Assistance Information
- Prior to driving the **electric vehicle**, members are responsible for ensuring the vehicle is charged sufficiently, per the owner's manual.

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 fees, per mile fees and taxes for the period(s) 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

The **CAR TO GO** reservation system will email each member a link to their monthly invoice. By the end of each month, the system will charge the credit card on file for the most recent invoice. It is the member's responsibility to:

- Update the reservation system with the most current email address
- Update the reservation system with a valid credit card

Declined payments will result in penalties as per the most current fee schedule.

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
- 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 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. RESERVATION SYSTEM

CAR TO GO's web-based scheduling system is completely automated. 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

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 password to reserve a car. Failure to reserve a vehicle via the reservation system and/or the use of another's member number/password 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. 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.
 - Electric car is plugged in and charging
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- The trip has been properly and completely recorded in the trip log book.
 - Members will incur charges as outlined in the current fee schedule for improper return of a program vehicle.

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/transit fares or similar 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 keys and a note with vehicle location in the lock box.
3. Contact the **CAR TO GO** office.

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 of any kind is strictly prohibited in all vehicles.
- Pets are strictly prohibited from pet-free vehicles.
- Kennels or similar are encouraged in pet friendly vehicles.

Members are responsible for any pet-related damage.

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. **Please see electric vehicle insert for electric vehicle boundaries.** 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/CHARGING

Members are responsible for returning vehicles with a minimum of 1/4 tank of fuel. Members should fill the gas tank using the **CAR TO GO** credit card located in the glove box, center console or trip ticket booklet. 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 gas PIN number (not your member ID number) when prompted at the pump.

Members using **electric vehicles** are expected to follow the charging guidelines provided in each vehicle. Failure to properly charge an electric car will result in refuel/charge penalties per the fee schedule.

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 of any kind 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 before it begins via the online reservation system. **CAR TO GO** reserves the right to restrict access to all cars, including those previously reserved should staff determine that conditions warrant.

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. ROADSIDE ASSISTANCE

CAR TO GO memberships include roadside assistance when using a carshare vehicle. Members must use the roadside assistance program rather than making other arrangements for vehicle repair or tow. It is the responsibility of each member to follow roadside assistance procedures found in the glove box, center console or trip ticket booklet.

10. LIENS & IMPOUNDMENT

If a program vehicle is towed and/or impounded while reserved or post-reservation due to improper parking, the reserving member is responsible for vehicle recovery and associated costs. 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 fees and legal fees incurred 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.

www.cartogo.com

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