



**CITYCARSHARE**  
A Bay Area nonprofit

# Member Handbook

Drive for Less.  
Share More.  
Be Green.

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Document Version 1.92 – 18 October 2010

## **Welcome to City CarShare!**

City CarShare began operation in early 2001 and has been growing steadily ever since. A 501(c) 3 non-profit organization, City CarShare mobilizes individuals, families and businesses throughout the Bay Area, providing a welcome alternative to car ownership and fleet management.

This member handbook documents all that you need to know about City CarShare. From filling up the gas tank to reading about our organizational goals, you can find it all within these pages. If you ever have any questions or feedback, do not hesitate to call our customer service team at (415) 995-8588 or email them at [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org)

## **City CarShare Mission and Goals**

### **Mission**

To provide car-sharing as a means to reduce automobile dependence and enhance the environmental and social integrity of our urban neighborhoods and planet.

### **Goals**

- Provide reliable and affordable mobility to people through car sharing.
- Reduce net regional car ownership and use
- Operate as a financially self-reliant organization.

## **How to Contact us . . .**

Email:  
[memberservices@citycarshare.org](mailto:memberservices@citycarshare.org)

Mail:  
City CarShare  
1182 Market Street, Suite 300  
San Francisco, CA 94102

Reservations line:  
(877) 363-0710

Phone:  
(415) 995-8588

Emergency line:  
(415) 786-7468

Fax:  
(415) 995-8589

## Quick Reference: Basic Member Info

This section covers important topics that relate to your City CarShare membership.

### 1. Pods and Cars

The City CarShare fleet has many “pods,” locations where vehicles are parked, in Bay Area cities. Each pod has at least one car and in some cases as many as seven or more! City CarShare has many types of vehicles that members can reserve.

### 2. Making a Reservation

- *Log in*
  - Go to [www.citycarshare.org](http://www.citycarshare.org) or call (877) 363-0710 for the voice activated reservations line.
  - Use your member ID and password to log on to either system.
- *Choose a car*
  - Select the pod from which you want to pick up the car and choose the type of car that you want to drive.
- *Choose a time*
  - Specify how long you would like to reserve the car, in fifteen minute increments. You can reserve cars at a moment’s notice or up to three months in advance.
- *Confirm*
  - Take note of the reservation number that is assigned to you.

### 3. Modifying your Reservation

- *Log in*
  - Go to [www.citycarshare.org](http://www.citycarshare.org) or call (877) 363-0710 for the voice activated reservation line.
  - Use your member ID and password to log on to either system.
- *Change start time or end time*
  - Choose a new time to begin or end your reservation. See the Credits and Fees section on our website at <http://www.citycarshare.org/feetable.do> for fees associated with shortening or canceling your reservation with under five hours notice.

### 4. Getting into the cars

- *The key- fob*
  - Your key-fob allows you to lock and unlock the cars when you have a reservation. It also records the miles that you drive with the on-board computer so that we can bill you accurately.
  - In addition, it enables the security system in the vehicle to prevent theft and vandalism of the vehicles.
- *Unlocking and locking the vehicle*
  - Each car has a fob reader located in the lower driver’s side corner of the windshield. The fob reader is a small box that has a blinking red light on it. Holding your key-fob steady in front of the fob reader will cause the driver side door to unlock. To lock the car, just hold the key-fob up to the key-fob reader again.
- *Finding the ignition key*

- The ignition key is attached to the vehicle by a black cord at the base of the dashboard in front of the driver's right knee.

## 5. Car Care

City CarShare regularly cleans and maintains all of the vehicles in the fleet, and members are expected to return a shared vehicle in the same condition that they found it. Here are the main categories for which members are responsible:

- *Gas*

City CarShare pays for all fuel, but members are responsible for returning the car with more than half a tank of gas. Members fill up the gas tank using the gas card that is kept in the driver's visor organizer, using their unique six (6) digit gas card driver ID. Please see section nine (9), the Refueling section, for complete instructions on how to use the gas card.

*NOTE: IF THE GAS CARD IS MISSING OR DOES NOT WORK, IT REMAINS EACH MEMBER'S RESPONSIBILITY TO FILL THE TANK TO A LEVEL AT OR ABOVE HALF (1/2) TANK USING THEIR OWN FUNDS AND TO SUBMIT THE RECEIPT TO CITY CARSHARE FOR A FULL CREDIT TO THEIR ACCOUNT.*

- *Cleanliness*

Members must return the vehicle as clean or cleaner than they found it.

- *Maintenance and repairs*

The Damage Sheet, a maintenance record for each vehicle, is kept in the driver's visor organizer of each car. Before using a car, you must check the vehicle for any cosmetic or obvious mechanical problems. If you notice something that is not on the Damage Sheet, you must call or email the main office and report the damage. Failure to do so may cause you to be held responsible for damage to the vehicle for which you were not responsible.

*To report any of the above problems with vehicles you can email [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) or call the main office.*

## 6. Billing

City CarShare only accepts VISA or MasterCard credit or debit cards ("Payment Card").

**Billing:** All members are responsible for immediate payment to City CarShare upon the use of any service, product or membership program. While City CarShare may charge your Payment Card immediately upon the use (or order) of any service, your Payment Card is typically charged during a monthly billing cycle. Please note that as a member, you pre-authorize City CarShare to charge your Payment Card at any time for all charges incurred or ordered, to that date. In addition, City CarShare reserves the right to verify your Payment Card and/or request an authorization at its discretion.

**Late Fees:** Upon a members' late payment or if the Payment Card is declined, City CarShare shall charge a late fee of \$25.00 per occurrence to its' members' (see below "Payments Deducted from Security Deposit"). Such late fees are subject to increase from time to time.

**Payments Deducted from Security Deposit:** In the event City CarShare is unable to collect payment for any and all service/use fees and associated late fees, including any and all reasonable additional fees incurred by City CarShare's in its collection efforts, or if the Payment Card is declined, City CarShare reserves the right to deduct such amounts from any security deposit on hand. After such payment is deducted, and/or if there is a remaining unpaid balance after such deduction, City CarShare will require payment of the unpaid balance and replenishment of the security deposit. If such payment and/or replenishment is not timely made, City CarShare reserves the right to immediately suspend your account and to revoke all reservation and driving privileges until full payment is received and a valid Payment Card for future payments is provided and validated.

All charges incurred by you (or members on your account), will be provided each calendar month via the monthly invoice and account statement. If a payment has been charged to your account, it will appear on this statement. All charges include any and all applicable taxes.

## **7. Emergency Line**

City CarShare offers 24-hour emergency assistance for situations that require immediate attention. Please call the emergency line at (415) 786-7468 in the following situations:

- You are in a car accident or major damage to the vehicle occurs during your reservation.
- Your car is not drivable (e.g. fob not working, battery dead, etc. . .).
- You are unable to park the vehicle in the City CarShare parking space because a non-City CarShare car is parked in the space.
- You show up for your reservation and the car is not there.
- You are running late and have tried to extend your reservation but are unable to because another member has reserved the car after you.

Note: to avoid a fee, please do not call the emergency line for reasons other than those listed above. For all other issues call the main Member Services line, leaving a message if you call after hours.

## **Membership Manual**

### **1. Driving record requirements**

City CarShare obtains a Motor Vehicle Report (MVR) for every applicant. In order to qualify for membership in City CarShare, each applicant must have an MVR that meets the following specifications:

- 1) Drivers must be able to legally drive in California. If you are a permanent resident of California, you must acquire a license from California.
- 2) Drivers must have at least two years driving experience and be at least 21 years old.
- 3) Drivers must have no more than:
  - a) three (3) moving violations (personal and/or business usage) in the past three years,
  - b) two (2) accidents in the past three years (proof of not-at-fault status for accidents must be received by City CarShare to waive this),
  - c) or a combination of more than a total of four (4) of the above.
- 4) No major violations in the past four years such as:

- a) Reckless Driving,
  - b) Driving Under the Influence,
  - c) Vehicular Manslaughter,
  - d) Exhibition of Speed,
  - e) Leaving the Scene of an Accident, etc.
- 5) Drivers must not have a violation for driving on a suspended/revoked license in the past four years.
- 6) In the past three years, drivers should have no more than a combination of four (4) of the following violations:
- a) Failure to Appear,
  - b) Unlicensed Driver, or
  - c) No Proof of Insurance.

Note: Members who have held licenses in other countries are required to send us their prior driving record, translated into English if necessary.

City CarShare conducts an annual review of all members driving records to ensure compliance with the above rules. City CarShare reserves the right to revoke a member's driving privileges at any time.

## **2. Membership Requirements**

Members must carry a valid driver's license during every trip. The rights of membership are conditional on your possession of a valid driver's license. If your license is suspended, withdrawn or expired, for any reason, your right to drive expires immediately. You must inform City CarShare of any suspension, withdrawal or expiration of your driver's license. Members must report any changes in contact information (i.e. address and phone numbers) to City CarShare immediately. Members must have a valid credit or debit card that will be used for all payments to City CarShare. The member must notify City CarShare in the event of the number changing, expiring, or no longer being valid and replace it with a valid card.

## **3. Key-Fob**

After being accepted as a member and paying the initial start-up fees, you have the right to use City CarShare vehicles according to the Membership Agreement and this Manual. You will receive a personalized device called a key-fob, which will allow you to access a City CarShare car when you have a valid reservation. The ignition key to each City CarShare vehicle is attached to the steering column by a wire cord. Your personalized key-fob unlocks and locks the car and enables the ignition so that the vehicle's ignition key works.

The key-fob remains the property of City CarShare. You are liable for the loss, destruction or misuse of the key-fob, as well as other City CarShare materials. You are not allowed to reproduce the key-fob. If you lose the key-fob, you must contact City CarShare as soon as possible to report the loss and make arrangements to obtain a new one.

## **4. Reserving a Vehicle**

To reserve a City CarShare vehicle, log on to our web site [www.citycarshare.org](http://www.citycarshare.org), enter your member identification number and password, and enter the reservations system. You can also access our 24-hour voice activated reservations line by calling (877) 363-0710. Please see the Car Details page on the

City CarShare website at <http://www.citycarshare.org/cardetails.do> for the usage rates for each vehicle.

Hourly charges are applied to the time reserved, not the time used, unless you return the car late. If you return the car late, you will incur late fees, detailed in the Credits and Fees section on our website at <http://www.citycarshare.org/feetable.do>. All reservations are round-trip. We do not support one-way trips.

## 5. Reserved Vehicle Not There

If the vehicle-type that you reserved is not at its regular parking spot at your scheduled time, please call the City CarShare office immediately at (415) 995-8588. During the evening or on weekends, please call the emergency line at (415) 786-7468 to reach the on-call staff person. We will help you determine the best of the following options:

- We will try to reserve you another type of vehicle at that same location. (You may not take a different type of vehicle than the one that you reserved unless authorized by City CarShare staff.)
- If you wish, we will cancel your reservation without a charge.
- We will find you another City CarShare vehicle and if approved by staff, reimburse you for a taxi to send you to the new location.

## 6. Checking Your Car Before Departure

Before using the City CarShare vehicle, you are required to check the car for any mechanical or physical defects. Each vehicle is identified by a four-digit Vehicle Identification Number (VIN) and has a Damage Sheet in its driver's visor organizer with the VIN number on it. If you notice damage that is not already on the list you must report it to the office by emailing [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) or calling (415) 995-8588. When reporting damage to us, please be sure to note the VIN number. Please do not repeatedly note damage that has already been listed on the damage sheet. **If you forget to notify City CarShare and the next member reports the damage, we will hold you financially responsible for the damage.**

You are also responsible for reporting if the car is dirty beyond normal day-to-day wear and tear or if the car has less than a half-tank of gas. Neither of these violations should be written down on the Damage Sheet; rather, they should be reported directly to the main City CarShare office at [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) or (415) 995-8588.

Please note: You must also check to make sure that the following items are present in the driver's side visor organizer and inform City CarShare if any of them are missing:

- Insurance and registration
- Operator's manual
- Emergency service information
- Gas card

You may not drive if the insurance and registration are missing! (Please note: if a car is brand new, its registration will be taped to the windshield.)

## 7. Treatment and Operation of Vehicles

As a member, you must agree to treat City CarShare vehicles respectfully, just as you would your own property. You must also agree to leave the vehicle clean inside and out and secure the vehicle with the key-fob. Members must operate the vehicle according to the operator's manual located in each vehicle's glove compartment. You will be liable for any damage to the vehicle that results from disregarding these rules.

When using City CarShare's bicycle racks, you are responsible for damage caused to the rack or car during your reservation. Children under the age of 12 are required to be seat belted in the rear seats. Children must use car seats appropriate to their age and size.

- *Smoking is prohibited in all City CarShare vehicles.*
- *Due to allergies and sanitary concerns, pets are only allowed in locked pet carriers while in City CarShare vehicles.*

City CarShare vehicle(s) may not be used:

- By any person whom is not a valid member in good standing with City CarShare.
- For any illegal purpose.
- For the purpose of towing, pushing, or propelling any trailer or any other vehicle.
- While the driver is under the influence of any intoxicating substance.
- In any race, test, competition, or delivery of goods.
- In a careless or negligent manner.
- To carry persons or property for hire.
- Outside of the Continental U.S.
- If it has been obtained from City CarShare by fraud or misrepresentation.
- Other than on paved roads.
- When it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts.
- Unless a reservation has been made.

## **8. Emergency Situations**

City CarShare offers 24-hour emergency assistance for situations that require immediate attention. Please call the emergency line if you find yourself in one of the following situations that qualify as an emergency:

- You are in a car accident.
- Your car is not drivable (e.g. fob not working, battery dead, etc.).
- You are unable to park the vehicle in the City CarShare parking space because a non-City CarShare car is parked in the space.
- You show up for your reservation and the car is not there (another member is running late).
- You are running late and have tried to extend your reservation but are unable to because another member has reserved the car after you. Please do not call the emergency line without first attempting to extend your own reservation by phone or online.

## **9. Refueling**

Members are required to return vehicles with at least a half tank of gas. Please use regular unleaded gas only, unless otherwise noted on the inside of the gas tank door.

Each vehicle is provided with a gas card that remains in the driver's visor organizer and is to be utilized for refueling. Use the gas card at the pump just as you would use your credit or debit card. The pump will prompt you for two authorizing numbers: your "driver number" and the odometer reading. The "driver number" is your six (6) digit Gas card Driver ID, and is printed on your reservation confirmation email and can also be sent via text message if you have signed up for text messaging. This number is uniquely yours so you can commit it to memory. The odometer reading is the total number of miles the car has been driven and typically found near the speedometer. With these two numbers you can fill up the tank and continue on your way. You do not need to obtain or send us a receipt unless you must personally pay for the gas with your own funds.

***If the gas card fails to work:***

Occasionally, the gas card may be missing or may not work due to a security measure. In these instances -- DO NOT GIVE CARD TO THE ATTENDANT -- THEY CANNOT FIX IT. Please pay for the gas out of your own funds and submit a receipt to City CarShare offices for reimbursement.

*NOTE: IF THE GAS CARD IS MISSING OR DOES NOT WORK, IT REMAINS EACH MEMBER'S RESPONSIBILITY TO FILL THE TANK TO A LEVEL AT OR ABOVE HALF (1/2) TANK USING THEIR OWN FUNDS AND TO SUBMIT THE RECEIPT TO CITY CARSHARE FOR A FULL CREDIT TO THEIR ACCOUNT*

City CarShare receives an itemized monthly report of the charges made to each gas card. To protect all of our members from fraudulent use of the gas cards, we monitor these reports for any unusual or unexpected charges, checking the gas card reports with our utilization logs.

**10. Cleaning**

Members must agree to keep City CarShare vehicles clean. City CarShare maintains contracts with servicers to clean the vehicles once every one to two weeks. If you would like to clean a dirty car, City CarShare will reimburse any cleaning costs up to \$15.

If you return a car dirtier than you found it, a fee may be applied to your next bill.

**11. Fees and Penalties**

Please refer to the Credits and Fees page on the City CarShare Website, <http://www.citycarshare.org/feetable.do>, for a listing of charges that may result from actions in the course of using City CarShare.

**12. Traffic Tickets**

If you get a traffic or parking ticket while using a City CarShare vehicle, it is your responsibility to pay it promptly. If we receive notice that a parking ticket has not been paid, we will pay it and add all fees to your monthly bill, along with a processing fee.

**13. Return of the vehicle**

You must properly return the vehicle to its home pod by the end of your reservation period. Proper return means that:

- The car's windows are rolled up tightly, all of the vehicle's papers are in the driver's visor organizer, the car is in its reserved parking spot and is properly locked using your key fob.

- The interior of the vehicle is tidy and you have taken all of your personal belongings. Pack your trash!
- The fuel tank is at least half full.
- You have notified City CarShare staff of any new damage to the vehicle.
- The vehicle's ignition key is properly stored out of sight. Note: leaving the key in the ignition drains the battery.

Please perform all of these steps even if another member is waiting for the vehicle. Having each member lock and unlock the door with their own key fob ensures that all charges are properly assigned. If the vehicle is not properly returned, you may be charged a late fee.

You can use any City CarShare parking space at the car's home pod. If there is no vacant City CarShare spot (because a non-City CarShare car is illegally blocking it), please park in the closest legal parking spot and call City CarShare immediately. At most pods, we have contracted with a towing service for your convenience. Please call the tow number posted on the sign above the space. It is your responsibility to ensure the safe return of the vehicle. In some instances this may mean waiting for a tow if no legal parking space is available nearby. It qualifies as an emergency situation if you have to park away from a City CarShare space and the next member will not see the car when arriving at the pod.

If you fail to return the vehicle by your drop-off time and you have not called City CarShare, we reserve the right to call your listed phone number. If you cannot be contacted, the vehicle may be reported to the police as missing and you will be charged late fees.

#### **14. Maintenance and Emergency Repairs**

City CarShare will maintain a regular program of preventative maintenance for each of our vehicles. However, during the reservation period, members are responsible for ensuring that brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet the operator manual's specifications. You are also responsible for ensuring that tire pressure is at an appropriate level. Failure to acknowledge warning lights or noises from the vehicle may result in fees for negligence.

Twenty-four hour emergency roadside assistance is available for emergencies with City CarShare vehicles. Please check the driver's visor organizer of your vehicle for phone numbers and further information about towing. Please notify City CarShare staff of any emergencies at (415) 995-8588 or during non-business hours at (415) 786-7468.

#### **15. Payments**

City CarShare accepts VISA or MasterCard credit or debit cards only. All members are responsible for immediate payment to City CarShare upon the use of any service, product or membership program. While City CarShare may charge your card immediately upon the use (or order) of any service, your card is typically charged during a monthly billing cycle. Please note that as a member you pre-authorize City CarShare to charge your payment card, at any time, for all charges incurred or ordered to that date. In addition, City CarShare reserves the right to verify your card and/or request an "authorization" at its discretion. If at any time City CarShare is unable to collect payment for the full amount owed to date because your payment card was declined, City CarShare reserves the right to immediately suspend your account and all reservation and driving privileges, without notice, until we receive payment and a valid

card for future payments. If your card is declined, City CarShare will assess a processing fee and may require additional pre-payment before you may utilize services in the future. All charges incurred by you (or members on your account), will be provided each calendar month via the monthly invoice and account statement. If a payment has been charged to your account, it will appear on this statement.

## **16. Audit of Payment Cards**

In order to prevent fraud, City CarShare conducts routine audits to validate Payment Cards by sending a “pre-authorization” request in the amount of One Dollar (\$1.00). While this will not charge your account, it may put a “hold” on your account in the amount of \$1.00 for up to 30 days (check with your financial institution for how long authorizations hold funds). City CarShare reserves the right to request a “pre-authorization” for the full amount of any outstanding balance, including all current charges, at any time for any reason.

## **17. Insurance**

City CarShare has vehicle insurance, much like a rental car agency or any business with a fleet of cars. The following types of insurance are in effect while you are driving City CarShare vehicles:

- Automobile liability: any City CarShare member authorized to operate a vehicle is covered by the automobile liability insurance policy and subject to all of its terms, conditions, and exclusions;
- Collision: if an authorized driver is involved in an accident, the vehicle is covered by collision insurance. The driver, if found at fault, is responsible for paying the deductible up to the standard published limit associated with their membership options per accident;
- Damage other than collision: City CarShare vehicles are covered by comprehensive insurance. The driver is, however, responsible for paying the deductible up to the standard published limit associated with their membership options per occurrence when he or she is responsible for the damage.

Please note that City CarShare assumes no liability for personal property in or on the vehicle. The insurance policy is available for your inspection and can be read at City CarShare’s office by appointment.

You are responsible for the full value of any damages caused to City CarShare’s property or the property of all third parties, which are neither covered by the insurance policy nor by the manufacturer’s warranty, which occur during your use of the vehicle. Without limiting the foregoing, you shall be responsible for all damages arising from all actions, which occur during your use of a City CarShare vehicle.

## **18. Breakdowns, Accidents and Damage**

Any accident or damage in connection with the car you are using must be immediately reported to the City CarShare emergency line at (415) 786-7468 or in person, and to the police. You are obliged to secure evidence from any available witnesses, and to provide City CarShare 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 City CarShare staff. If the vehicle requires a jump-start, please contact the City CarShare emergency line.

In case of a hit and run, you must use your best efforts to promptly obtain a police report. You agree to provide City CarShare and any other claims adjustment service with the findings of any report or any

notice relating to a claim or a lawsuit against City CarShare regarding any accident involving a City CarShare vehicle. You agree to cooperate fully with City CarShare in the investigation and defense of any such claim or lawsuit.

Your liability will normally be up to the \$500 deductible (more for some plans). However, if for some reason City CarShare's insurance policy does not apply (for instance, because you have driven while intoxicated) you may be liable for the entire cost of vehicle repair or replacement and claims made by third parties. If during your reservation period damage occurs to the vehicle or claims are made against City CarShare or you for damages resulting from your use of the vehicle, you will be responsible for any costs incurred by City CarShare in repairing the vehicle.

### **19. Liens and Impoundment**

If the vehicle is towed and impounded for illegal parking while you have reserved it, you are responsible for recovering the vehicle and agree to pay any costs arising from the vehicle being towed, as well as any late or loss of use fees that are incurred.

### **20. Revocation of Membership**

City CarShare may at any time without notice terminate an individual's membership for violating the terms or conditions of the Membership Agreement, this manual or the operator's manual. City CarShare may also at any time without notice temporarily suspend an individual member's permission to drive a City CarShare vehicle.

### **21. Automatic Suspension**

Your permission to drive City CarShare vehicles is automatically suspended if you are charged with driving recklessly or without due care or any related vehicular offense, including:

- Operating a motor vehicle while impaired.
- Operating a motor vehicle dangerously.
- Failure to stop at the scene of an accident.

**Additionally, your permission to drive a City CarShare vehicle is automatically suspended if City CarShare is unable to collect payment for any reason.**

### **22. Cancellation of Membership**

Members must inform City CarShare of their intent to cancel their membership by requesting and completing a cancellation form. Cancellations go into effect upon receipt of your key fob. Deposits are returned within 45 business days of the cancellation effective date and once the final invoice has been processed. Members agree to return all property of City CarShare upon termination (by the member or City CarShare) of membership. Refunds of deposits will not be issued until all property is returned.

### **23. Amendments to this manual**

City CarShare may amend this manual and its contents, at any time, without notice.

### **24. Severability**

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

## **25. Rate Structure**

The basic City CarShare membership includes the costs of registration, fuel, maintenance, insurance and parking at the City CarShare pod. For plan details please see the Rates and Savings section of the City CarShare website at [www.citycarshare.org](http://www.citycarshare.org). City CarShare reserves the right to amend rates, membership plans and rate structures at any time without notice.

## **26. Credits and Fees**

Please refer to the Rates and Savings - Fee Table on the City CarShare Website at: <http://www.citycarshare.org/feetable.do>. City CarShare reserves the right to amend the Fee Table, Credits and Fees at any time without notice.

## Frequently Asked Questions

### **How do I report a physical or mechanical defect with the car?**

First, check the Damage Sheet in the driver's visor organizer of the vehicle to see if a member before you has noted the defect. If not, then write it down on the Damage Sheet and report it to the main office by emailing [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) or calling (415) 995-8588. If it has already been noted down, you should not report it again to City CarShare unless the defect is impeding your ability to use the vehicle.

### **How do I report a dirty car or a car with less than half a tank of gas?**

You can email [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) or call the main office at (415) 995-8588 to talk with someone or leave a voicemail. Only report dirty cars if the dirtiness is beyond normal wear and tear (e.g. you should not report small mud stains on the floor mats, but you should report any major spills, wetness, pet-hair, smell of smoke, etc.).

### **How can I add one or more people to my account to make a household account?**

Just have them submit a "household application" online. They will be asked to enter the name of the person whose account they would like to join. By entering your name and member ID, they will be flagged as joining your account, and once they complete the orientation, your account will be transferred to a household account with you as the payor. Household accounts are limited to you plus four (4) other members.

### **How do I change the credit card that is being billed?**

Login to the Reservation system. Once you're logged in, click the Account Info tab at the top of the page. Next click the Profile link near to the top of the page. You'll need to enter your member ID and password to gain access to your Profile/Account Information. Next click on the Submit new credit card information link near the lower left of the screen to submit a new credit card for billing purposes.

### **How do I use the gas card?**

The pump will prompt you for two authorizing numbers: your "driver number " and the odometer reading. The "driver number" is your six (6) digit Gas card Driver ID, and is printed on your reservation confirmation email and can also be sent via text message if you have signed up for text messaging. This number is uniquely yours so you can commit it to memory. The odometer reading is the total number of miles the car has been driver and typically found near the speedometer. With these two numbers you can fill up the tank and continue on your way. You do not need to obtain or send us a receipt unless you must personally pay for the gas with your own funds because the gas card fails to work. With these two numbers, you can fill up the tank and continue on your way.

### **How much money am I responsible for in the event of an accident?**

The maximum insurance deductible for all members is \$500. In the event of any accident or damage caused to the vehicle, the member is responsible for demonstrating that they are not at fault. Appropriate documentation may be any or all of the following: a City CarShare accident report, a police report and photographs.

**Can I use child seats in the vehicles?**

Yes, you can. It is your responsibility to use only an US Department of Transportation approved child safety seat in accordance with the manufacturer's instructions and in accordance with any local or state laws. For more information please visit <http://www.dmv.ca.gov/> and search for "Child Passenger: Requirements."

**Do you have partnerships with other rental car companies?**

Yes, we do. We have a corporate agreement with City Rent-A-Car that members can use to take longer trips. While City CarShare has pre-negotiated these low rates, you should contact the rental agency directly for reservations. Please note that the City CarShare insurance policy does not cover members driving in non-City CarShare vehicles. Call the office or visit our website for the current offerings from the rental agencies.

**How do I cancel my membership and how long does it take for my deposit to be refunded?**

Call during normal business hours to say that you would like to cancel. We will send you a link to a short cancellation survey, including instructions on how to return your key fob. Once we have received your key fob, your cancellation becomes effective. Your monthly membership fee, if any, will be prorated based upon the day of the month we receive your key fob and end your membership. Your security deposit, if applicable, will be mailed as a check, addressed to the main account holder of the membership, within 45 business days of the end of your membership (i.e. receipt of your key fob).

**I left something in the car and now my reservation is over. What do I do?**

City CarShare does not maintain a lost and found department. In the event you leave an item in a City CarShare vehicle please make an attempt to reserve the car for 15 minutes so you may search for and retrieve any items you left behind. You will be charged for those short reservations. City CarShare is not responsible for any lost or stolen items nor are they covered by the City CarShare vehicular insurance.

**I found something that another member left in the car. What do I do?**

Unless the object would attract special attention or make the car more likely to be broken into, we encourage you to leave the items in the vehicle, hidden from plain sight (e.g. trunk or glove box.) If the found item is of notable value (e.g. consumer electronics, etc) you should call us at (415) 995-8588 or email us at [memberservices@citycarshare.org](mailto:memberservices@citycarshare.org) so that we can inform anyone who calls us looking for the item.

## Individual/Household / Business /Employee Membership Agreement

1. Purpose of the Agreement
  - 1.1. This Agreement is a vehicle-sharing service subscription agreement offered by City CarShare, a California public benefit corporation (“City CarShare”), but does not in itself confer any right of use of City CarShare’s vehicles. The Member may use vehicles belonging to City CarShare after registering for a service plan and paying the corresponding fees. The Member does not, by this Agreement or otherwise, acquire any rights of membership or control over City CarShare, its operations or finances.
2. Eligibility
  - 2.1. To be eligible for the vehicle-sharing service, the Member must:
    - 2.1.1. Be at least 21 years old and be able to legally drive in California;
    - 2.1.2. Deliver to City CarShare an executed application, together with all documents requested by the application, which shall be complete, accurate and truthful in all respects.
  - 2.2. Satisfying the eligibility criteria mentioned in sub-clause 3.1 does not automatically give a person the right to become a City CarShare Member. Acceptance of the person’s membership is subject to approval of his/her application by City CarShare, in its sole discretion.
  - 2.3. Members must have a valid Payment card (Visa or MasterCard credit or debit) that will be used for all payments to City CarShare. The member must notify City CarShare in the event of the Payment card being changed, expiring, or being no longer valid and replace it with a valid Payment card.
3. Security Deposit and Membership Fees
  - 3.1. The Member may be required to pay City CarShare a refundable security deposit, dependant on their plan, or because City CarShare determines (at their sole discretion) that the member, or potential member, may present a higher risk of late payment, non-payment or who has a driving or membership history that may present a higher risk to the organization.
  - 3.2. No interest will be calculated or paid on any security deposit.
  - 3.3. Within 60 days following the termination or cancellation of the Agreement, any security deposit shall be reimbursed to the Member, provided, however, that City CarShare may use any or all of the security deposit to pay any amounts owed to City CarShare by the Member under the Agreement, the Credits and Fees Table or the Membership Manual (see Payments Deducted from Security Deposit in the Quick Guide Section, number 6 of this Member Handbook). Should the security deposit be insufficient to cover the Member’s amounts owed to City CarShare, City CarShare reserves the right to take any actions necessary to recover the full amount and charge its Member any and all reasonable fees associated with its collection efforts.
  - 3.4. The Member will pay City CarShare a membership fee and other fees as, with a valid Payment cards, as listed in the Rate Schedule, and the Credit and Fees table.
4. Duties and Responsibilities
  - 4.1. City CarShare shall not be held responsible for any loss of, or damage to, any goods in or on the vehicle, nor shall it be responsible for any loss or damage resulting to third parties for the actions taken by any Member during his or her use of a City CarShare vehicle.
  - 4.2. City CarShare shall not be responsible for any direct, indirect, incidental or consequential damages or injuries arising from the reservation, non-availability, supply, operation or use of a vehicle, even if it has been advised of the possibility of such damages.

- 4.3. City CarShare shall not be responsible for direct, indirect, incidental or consequential damage or injuries arising from the use of any vehicle accessories supplied by City CarShare (luggage racks, bicycle racks, ski racks, tire chains, child or infant car seats, etc.) or used by the Member. The Member is responsible for the safe installation of such accessories and must check their condition before each use.
5. Term and Termination of the Agreement; Renewal
  - 5.1. The Agreement shall be in force from month-to-month and shall remain in force until cancelled pursuant to sections 5 or 6 of this Agreement, as applicable.
  - 5.2. Either of the parties may terminate it at any time by giving notice (written or verbal) to the other party. Members must return their key fob in order for their account to be fully deactivated and cease incurring any periodic Membership charges.
  - 5.3. City CarShare reserves the right to change the terms of this Agreement, the Member Handbook (including, but not limited to, membership fees, credits and fines) from time to time, without notice.
6. Cancellation
  - 6.1. The Agreement shall be automatically and immediately cancelled, without notice, upon the death of the Member, or immediately upon written (email) notice by City CarShare to the Member if the Member (i) is not paying its debts as such debts generally become due, (ii) becomes insolvent, (iii) files or has filed against it a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days after the filing of such petition (or document), (iv) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (v) makes a general assignment for the benefit of creditors, (vi) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business, or (vii) is convicted of a driving-related criminal offense (such as driving under the influence of alcohol or controlled substances, hit-and-run, etc.).
  - 6.2. Subject to all its other rights and recourses, City CarShare may, at any time, without notice, immediately cancel the Agreement if the Member fails to pay any sum due under the Agreement, the Rate Schedule, the Credits and Fees table, or the Membership handbook or manual.
  - 6.3. Subject to all its other rights and recourses, City CarShare may, at any time, without notice, immediately cancel the Agreement if the Member does not comply with any term or condition specified in the Agreement or the Membership handbook or manual.
  - 6.4. City CarShare shall be the owner of the Member's fob, and of any other item it puts at the Member's disposal during the term of this Agreement. In case of cancellation, the Member agrees to return immediately to City CarShare his/her fob, any vehicle, or any other article he/she might have in his/her possession under this Agreement or the Membership handbook or manual. Additionally, the Member agrees to pay any attorneys' fees, court costs or costs of other legal procedures necessary for City CarShare to recover any amounts due and owing, the Member's card, City CarShare vehicle or any other object the Member might have in his/her possession under this Agreement or the Membership Manual.
7. Penalties
  - 7.1. In addition to all its other rights and recourses set out in the Agreement and the Membership Manual, City CarShare reserves the right to impose service fees on the Member, in case of non-observance by the Member of any provision of this Agreement or of the Membership

Manual, in the manner and amounts specified in the Membership Manual and/or the Credits and Fees table.

8. Miscellaneous Provisions

- 8.1. Under this Agreement, the Household Member or Employee Member undertakes exactly the same commitments as the Member. The Member and all Household Members or Employee Members are jointly and severally responsible for their commitments to City CarShare and for any claim or other action City CarShare might take against them.
- 8.2. The parties recognize that no changes may be made to this Agreement unless agreed to by the parties and attested to in writing. Notwithstanding the foregoing, City CarShare reserves the right to change, from time to time, when it deems it useful or necessary and without prior notice, the schedules to this Agreement and the Membership Manual, as specified in Section 6.
- 8.3. The rights granted by this Agreement and the Membership Manual are not assignable or transferable to third parties, in whole or in part.
- 8.4. No delay or omission by City CarShare to exercise any right or power occurring upon any noncompliance or default by the Member with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by City CarShare of any of the covenants, conditions, or agreements to be performed by the Member shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.
- 8.5. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.
- 8.6. The Member declares to City CarShare that he/she has received all reasonable explanations required on the content of this Agreement and of the Membership Manual (aka Membership Handbook) and of the Rates and Fees schedules (including the Credits and Fees Table) currently in force and that he/she has taken all reasonable and prudent measures to ensure that he/she has correctly understood each and every one of his/her commitments and obligations.
- 8.7. This Agreement and the Membership Manual are governed by the laws in force in California and shall be interpreted according to the internal laws of such state, without reference to such state's principles on choice of law. All disputes hereunder shall be resolved solely in the applicable state or federal courts of California. The parties hereby consent to the sole jurisdiction of such courts, agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

9. Definitions - In this Agreement, the following definitions apply (but please refer to the Rate Schedule to calculate per-Member and per-driver charges):

- 9.1. Member: the person registered as the Primary Member and, unless specifically indicated as otherwise in this Agreement, each Household Member.
- 9.2. Household Member: each person listed on the Application Form and registered as an Household Member, through a household application.
- 9.3. Employee Member: each person listed on the Application Form and registered as an Employee Member, through an employee application.

- 9.4. Agreement: this Membership Agreement and its schedules, which schedules constitute an integral part of this Agreement.
- 9.5. Primary Member or Account Manager (aka: The individual designated to receive, and pay, all monthly statements delivered by City CarShare for a registered Member).
- 9.6. Regulations: all the rules of operation contained in the Membership Manual and its schedules, as well as any other guidelines issued from time to time by City CarShare to ensure the proper operation of the service.