February 2024

CarShare Vermont Member Handbook

Contact Information

Office: 802.861.2340

Online reservations: carsharevt.zemtu.com Emergency line: 802.999.2006 Email: info@carsharevt.org Fax: 802.861.2371 Address: 131 St. Paul St, Burlington, VT 05401 Office hours: Monday-Friday, 9am-5pm

Welcome to CarShare Vermont!

CarShare Vermont is a Burlington-based nonprofit on a mission to provide an affordable, convenient, and reliable alternative to private car ownership that enhances the environmental, economic, and social wellbeing of our region and planet. Thank you for joining us! Your membership will go a long way toward maximizing the benefits of carsharing in our community, including a better environment, improved mobility, and healthier people. This Member Handbook covers everything you need to know about using CarShare Vermont, including your responsibilities as a member, our policies, and fees. Please read it carefully and be in touch with any questions.

Using CarShare Vermont

All CarShare Vermont members can reserve any car from any location at any time. **Please note that non-members may not drive our vehicles under any circumstance.** Visit our website to reserve a vehicle at a specific pod location for a specified amount of time. *You may only access the vehicle you've reserved from this location at the time of your reservation.*

Pods and Cars. CarShare Vermont's vehicles live at "pods," or designated parking locations. Each pod has at least one car, which is parked in a space marked by a CarShare Vermont sign. Only the CarShare Vermont vehicle(s) that belongs to a certain pod can be parked there.

Making a Reservation. Members must make a reservation in order to use a CarShare Vermont vehicle. Members may make reservations online, via the CarShare Vermont app, or by calling the office during business hours. Reservations can be as short as 30 minutes or as long as 10 days. An individual member is prohibited from scheduling more than one reservation for a single period of time. **Cancellation Policy.** You may cancel a reservation before it starts or shorten a reservation that has already begun. Members can cancel reserved time 4 or more hours in advance, or within 30 minutes of reserving that time, without any charge. If cancelling reserved time less than 4 hours in advance of the time affected, you will be billed for the cancelled time that falls within that 4 hour window.

Access the Car. Use your access card or the CarShare Vermont smartphone app to unlock the vehicle's door when you have a reservation. The access card/smartphone app also enables the ignition so the vehicle will start. To use your access card, hold it up to the reader, located on the driver's side windshield (the reader is the gray square box with red, yellow, and green lights). After a few seconds, the driver's side door will unlock. If using the smartphone app, select the reservation that you are ready to access, and press and hold the green Start Reservation button. This action will unlock the car.

Starting the Car. Open the glove box to find the keyholder, and remove the key and start the car. Even in vehicles with a push button start, you must still remove the key from the keyholder. Be sure to take the key with you and use it to

lock and unlock the vehicle throughout your trip, <u>NOT</u> your access card.

Reporting Damage. Before you begin and end each trip, please be sure to check the vehicle inside and out for dents, scrapes, and other damages. If you notice any damage, please refer to the Damage Sheet stored in the glove box - all previously reported damage will be marked on the Damage Sheet, indicating that CarShare Vermont is already aware of it. Please call CarShare Vermont before leaving the pod to report new damage (i.e. damage not already marked on the Damage Sheet). If you fail to report damage to a vehicle, you may be held responsible and/or fined.

For non-urgent vehicle issues, such as cleanliness, odors, low gas levels, and missing items, please contact our office as soon as possible during or after your reservation. You may leave a voicemail at our office or send an email to report non-emergency problems with the car. *Please always remember to provide your full name and a detailed description of the problem you are reporting.*

Getting Gas. It is your responsibility to make sure the gas tank is at least one-quarter full when you return the car. You should use the gas card located on the backside of keyholder inside the glove box. *This gas card can be used at most major gas stations, only by members and only to purchase gas, for the CarShare Vermont vehicle you are driving.* Swipe the card at the pump as you would any credit card, and you'll be prompted for a Driver ID (visible on the card) and the odometer reading of the vehicle. If you're unable to use the card, please pay for gas and email a copy of your receipt to info@carsharevt.org and we will credit your account. *You must always return the car with at least one-quarter tank of gas. Failure to do so will result in a fee.*

Charging up. For our electric vehicles, it is your responsibility to make sure that the EV is properly plugged in and charging after you have returned the car. You should follow in-car instructions and use the designated charging card located on the backside of the keyholder or in the zipper pouch inside the glovebox. If you are on a trip trying to charge up, there are also ChargePoint and EVgo cards available. For all other stations, please pay for charging and submit a copy of your receipt to info@carsharevt.org so that we can credit your account. Please call our emergency line if you are having trouble charging, finding a charger nearby, or are unsure what to do.

Running Late. First, please always try to extend your reservation if you think you'll need more time. You can do so online or with the app. If you're unable to extend your reservation because someone else has a reservation immediately following yours, or because you are already late, please call the emergency line immediately. If you are late, you may be charged late fees and for your additional time with the vehicle, as well as costs incurred by CarShare Vermont to accommodate the other member(s) you inconvenience. Please keep in mind that continuous or excessive lateness affects the reliability of our service and may result in the termination of your membership.

Returning the Car to its Pod. The vehicle must always be returned to the **same pod** from which you pick it up. When returning the car, please always remember to:

1. Remove the vehicle key from the ignition and open the glove box to find the keyholder. Insert the black and white data fob attached to the vehicle key back into the keyholder as you originally found it.

2. Make sure headlights and interior lights are turned off.

3. Please remove trash, wipe up spills, and check for your personal items. CarShare Vermont is not responsible for items left in the vehicle. Remember, you may be charged a fee for leaving a vehicle excessively messy.

4. If you are driving our EV, please plug in before ending your trip!

5. Contact us immediately if you can't return the car to its designated pod for whatever reason. This constitutes an emergency, so please don't hesitate to call the emergency line if after regular business hours.

Lock up to Finish Your Trip. After you've returned the key to the keyholder and stepped out of the vehicle, hold your access card up to the reader or use the mobile app to lock the car. This will disable the vehicle's ignition and officially end your trip.

Transporting Pets. You may transport pets in specific pet-friendly vehicles. *All animals must be in carriers, no matter their size.* To see which of our current vehicles are pet-friendly, visit carsharevt.org/locations. All other vehicles must remain pet-free. Failing to use a carrier, transporting a pet in a non-pet vehicle, or leaving pet messes (e.g. fur, paw prints, nose smudges) will result in fees and possible termination of membership. If you find evidence of pets in any vehicle, please call or email to report it.

Traffic Tickets. If you get a traffic or parking ticket while using a CarShare Vermont 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.

Lost and Found. CarShare Vermont is not responsible for any personal belongings left in or on top of the vehicles; however, if we do find personal items in the cars, we will hold them in our "lost and found" bin at the office for up to sixty days. After that, we will donate it. Give us a call or send us an email to inquire about a lost item.

If you need to retrieve anything that you've recently left in one of our vehicles, make a thirty minute reservation so you can retrieve your item. *You will not be able to access the car if you do not have a reservation.*

Using Rooftop Racks. CarShare Vermont is pleased to outfit many of our vehicles with bike and ski racks for our members' convenience and enjoyment. For a list of current vehicles with such accessories, please visit carsharevt.org/ locations.

CarShare Vermont is not responsible for direct, indirect, incidental or consequential damage or injuries arising from the use of any vehicle accessories, whether provided by CarShare Vermont (luggage racks, bicycle racks, ski racks, etc.). As a member, you are responsible for the safe installation of such accessories and must check their condition before each use. When using CarShare Vermont's bicycle and ski racks, you are responsible for damage caused to the rack or vehicle during your reservation. If you are at all unsure about whether or not your bike is mounted properly, do not use the rack. Please find the rack operating instructions in the glove box of vehicles equipped with racks. There is also a key for locking the quick release skewer. Please do not remove this key from the vehicle. There is a \$50 fee for lost keys.

Ridesharing. When making reservations, members have the option of making their trip visible to other members interested in sharing a ride to common destinations. The ridesharing function does have limitations. CarShare Vermont can only facilitate communication through our platform; we cannot help with cost-splitting or any payment exchange between members. Any inappropriate conduct or breach of trust with fellow members may result in termination of membership.

Prohibited commercial uses. CSVT vehicles may not be used for carrying persons or property persons for hire (i.e. Uber/taxi, food delivery). For a complete list of prohibited uses, please consult the section in the **Member Handbook** titled **Misuse of Vehicles.** Misuse of vehicles will result in a fee to the member, and any collision or damage that occurs in the course of this misuse will not be covered by CSVT's insurance carrier and shall be the responsibility of the member.

Emergencies

Please call the emergency line in the event of an emergency. The following situations are considered emergencies:

- You show up for a reservation and the car you've reserved isn't there.
- The car won't start or is badly damaged.
- You're running late and you can't extend your reservation because someone else has reserved the car after you.
- You're unable to lock the car with the app or your access card.
- You've lost the car keys.
- You can't get the electric vehicle to charge.
- You're locked out of the car.
- A non-CarShare Vermont vehicle is parked at the pod's parking space when you need to return the car.
- You've been in an accident or damaged the vehicle.

For non-emergency inquiries and comments (e.g. questions about your bill, reporting insufficient gas, or general questions), please email info@carsharevt.org or call and leave a message at (802) 861-2340.

Treatment and Operation of Vehicles

As a member, you agree to treat CarShare Vermont vehicles with respect and care at all times. Any misuse of CarShare Vermont vehicles will be grounds for fines, suspension, and possibly termination of your membership. Please abide by the following rules when using CarShare Vermont's vehicles:

• Operate the vehicles according to the operator's manual located in each car's glove box, and according to the policies set forth in this Member Handbook. You will be liable for any damage to the vehicle that results from misuse; please refer to the section "Misuse of Vehicle" below.

• Pets may only be transported in pet-friendly CarShare Vermont vehicles and must be in carriers. Please review the section above on Transporting Pets for details.

- Smoking is prohibited in all CarShare Vermont vehicles.
- Please remove your belongings and all trash from the vehicles. Leaving a car excessively filthy can result in a fee.

Misuse of Vehicles

CarShare Vermont members may not, under any circumstances, use CarShare Vermont vehicles under the following conditions; doing so constitutes a misuse of CarShare Vermont vehicles. **Members who misuse any CarShare Vermont vehicle will have their membership terminated, will be assessed appropriate fees, and will be responsible for paying the full costs of any damage or losses at their own expense without insurance coverage provided by CarShare Vermont.** Additionally, by violating any of the following conditions, you release and discharge CarShare Vermont from, and indemnify, defend and hold us harmless against any liability arising from your misuse. The below misuses are strictly forbidden:

- Allowing someone who is not an approved CarShare Vermont member to drive a CarShare Vermont vehicle.
- Using a CarShare Vermont vehicle for any illegal purpose.
- Driving while under the influence of any intoxicating

substance.

- Driving in any race, test, or competition.
- Driving in a careless or negligent manner.
- Carrying persons or property for hire (i.e. taxi or parcel delivery service). You may use the car for business purposes, such as attending meetings and carrying associated materials.

• Using a CarShare Vermont vehicle if it has been obtained from CarShare Vermont by fraud or misrepresentation.

• Using a vehicle for off-road driving (i.e. vehicles may only be driven on maintained, public roads).

- Fueling with improper type of fuel.
- Loading a vehicle beyond its rated capacity or with more passengers than the vehicle has seat belts for.
- Taking the CarShare Vermont vehicle outside the continental United States or Canada.
- Towing or pushing anything.

• Using a CarShare Vermont vehicle without a reservation or outside your reservation time; this constitutes unauthorized use and results in additional fees.

• Operating a CarShare Vermont vehicle without a valid driver's license. It is your responsibility to inform us when your license is expired or suspended.

We take the above violations extremely seriously. If you use CarShare Vermont vehicles in any of the above unauthorized manners:

• You will be subjected to fines and other applicable fees.

• You will waive your right to CarShare Vermont's insurance and be held personally responsible for the cost of any damages or loss arising from your misuse.

• We reserve the right to notify the police if we believe a vehicle has been taken without a reservation or by a non-member as if it has been stolen.

• You release and discharge CarShare Vermont from, and indemnify, defend and hold us harmless against any liability arising from your actions.

Accidents and Damage

You are required to immediately report any accident or damage in connection with the car you are using to CarShare Vermont (this constitutes an emergency) and to the police. You are obliged to secure evidence from any available witnesses, and to provide CarShare Vermont with a written description of the accident and the damage incurred by completing a CarShare Vermont Accident Report found in the vehicle's glove box. You are also required to cooperate in any loss investigation conducted by us, or by our insurer. After an accident you may continue your trip only with the explicit permission of CarShare Vermont staff.

Insurance. Members of CarShare Vermont are covered under our insurance policy when: a) operating CarShare Vermont vehicles; and b) not misusing CarShare Vermont vehicles as defined under section "Misuse of Vehicles" above. CarShare Vermont's policy provides our members with the following coverage:

• Auto liability with combined single liability limits for bodily injury, collision, and property damage up to \$1 million per event.

Our insurance provider may request that we check each member's driving record from time to time. Any member who does not meet CarShare Vermont's eligibility requirements will have their membership automatically terminated.

Damage Fee. In the event of damage, regardless of fault, it will be the member's responsibility to pay the full amount to repair the damage, as well as other costs such as towing and storage, loss of service coverage, and other expenses not reimbursable by our insurance carrier up to \$1,250 per occurrence. The amount that the member is responsible for will be invoiced to the member as a "Damage Fee." This amount is exclusive of any additional fees incurred for violating CarShare Vermont's member policies (i.e. the fees outlined in the Fees & Penalties Schedule will apply in full in excess of \$1,250 as warranted).

Damage Waiver Program. For new enrollments and renewals beginning on or after March 1, 2024: Enrollment in the optional Damage Waiver Program reduces the maximum Damage Fee from \$1,250 to \$250 per occurrence of damage. Members enrolled in the Damage Waiver Program are eligible to receive this reduction to a Damage Fee once per year, with the year of enrollment spanning from the 1st day of the month in which enrollment in the Damage Waiver Program began until the last day of the preceding month the following year. Enrollment in the Damage Waiver Program is strongly encouraged, however, members that maintain an auto insurance policy or a credit card with rental car coverage are encouraged to investigate, as an alternative, whether those policies would provide secondary coverage in the event that damage occurs when using a CarShare Vermont vehicle.

Additional information about limitations and enrollment:

• A member is not purchasing, nor is CarShare Vermont selling, insurance through this agreement;

• Enrollment in the Damage Waiver Program is optional. Current pricing can be found on the CarShare Vermont website. Members may enroll when signing up, or by reaching out to our office;

• Enrollment in the Annual Damage Waiver Program is on a per driver basis, however, CarShare Vermont requires all drivers on a shared account to maintain a uniform enrollment status (i.e. a shared account cannot include drivers that are enrolled in the Damage Waiver Program as well as drivers that are not enrolled);

• Members must report any damage that occurs during their reservation to maintain their eligibility for a reduced Damage Fee under the Damage Waiver Program; unreported damage will result in a standard Damage Fee being assessed;

• Misuse of vehicles (see section under Treatment and Operation of Vehicles) during a reservation nullifies a member's eligibility for a reduced Damage Fee under the Damage Waiver Program during that reservation.

What is NOT covered by the Damage or Deductible Waiver?

•Unreported Damage to a CarShare Vermont vehicle or another party's vehicle;

•Damage caused to a vehicle when a CarShare Vermont driver fails to stop and properly report an accident (hit and run);

•Members whose account is not up to date or who have an overdue payment;

•Members who falsify or provide misleading information to CarShare Vermont staff investigating damage to a CarShare Vermont vehicle; or damage unreported to CSVT staff by the member responsible;

•Damage that occurs prior to signing up for the Program;

•Intentional damage to a vehicle by a member;

•Fees or Penalties you incur according to the Member Handbook

•Any violation of the Member Handbook.

Vehicle Tracking Notice and Release

CarShare Vermont vehicles are equipped with a Global Positioning System and related hardware that allows CarShare Vermont to track a vehicle's location and monitor other essential functions, such as battery level, fuel level, lock status, and ignition status. You authorize CarShare Vermont to use this data to facilitate operations and accurately determine trip costs for our members. CarShare Vermont agrees to keep this telematic and location data confidential and to not share it with any third parties except in the instance of a specific request from law enforcement.

Payments

CarShare Vermont accepts payment by credit or debit card. As a member, you authorize CarShare Vermont to automatically charge the credit or debit card on file whenever you use a vehicle or incur a fee (e.g. your membership fee).

Rate Schedule. All CarShare Vermont membership plans include the costs of fuel, insurance, registration, maintenance, and parking at a CarShare Vermont pod. For plan details, please see the Rates section of the CarShare Vermont website at carsharevt.org. CarShare Vermont reserves the right to amend rates, membership plans, and rate schedule at any time without notice.

Pre-authorization of trip costs. In advance of a scheduled reservation, CarShare Vermont requests a payment authorization (a "hold") from the credit or debit card saved to the member's account. If the payment authorization is not successful, the member may not be allowed to start their reservation and the reservation may be cancelled in

order to make the vehicle available for other members. The amount authorized shall be an estimate of the reservation's cost based on the number of hours reserved and the member's assigned rate plan. The final reservation cost shall be reconciled with the amount pre-authorized once the reservation is finished. When a reservation is cancelled, any connected payment authorization is simultaneously cancelled by our payment processor.

Driving Fees. After you use a CarShare Vermont vehicle, you will automatically be charged for your full trip costs. This includes the total hours reserved and miles driven, as well as any late fees assessed in the event of the late return of the vehicle. You will receive each trip invoice via email with your reservation details and the amount that has been charged.

Monthly Membership Fees. If applicable, monthly membership fees will be added to a monthly invoice (see below). You may upgrade plans at any time; however, thereis a \$25.00 fee for downgrading plans more than once per 12-month period.

Annual Membership Fees. If applicable, annual membership fees will appear on your first monthly invoice. You may upgrade plans at any time; however, we are unable to downgrade annual plans. Your annual membership plan expires one year from your start date and *will renew automatically* unless you notify us before the expiration date.

Monthly Invoice. Monthly invoices are emailed on the 15th of the month or, if the 15th falls on the weekend or a holiday, on the next business day after the 15th. You have 30 days from the invoice date to contact us regarding any discrepancies. After 30 days, CarShare Vermont reserves the right to deny requests to research discrepancies

Failed Payments. If our attempt to collect payment fails at any time for any reason, you will receive an email notification that you need to provide a valid card and resubmit your payment promptly. Each time a payment fails, CarShare Vermont reserves the right to charge a bounced payment fee (see Fees & Penalties Schedule). If you have an outstanding balance, CarShare Vermont may attempt to collect payment from the card on file at any time.

If CarShare Vermont is ever unable to collect payment for the full amount owed to date because your payment card is declined or expired, CarShare Vermont reserves the right to immediately suspend your account and all reservation and driving privileges without notice.

Collections. Accounts with outstanding balances are subject to our collections process, including additional attempts to collect via card on file, referral to a collections agency, or if necessary, filing a suit with the Chittenden County Small Claims Court. You will be responsible for all costs associated with the collection process, including interest, legal fees, and administrative charges.

Terminating Your Membership

If you'd like to end your membership, please contact us at 802.861.2340 or info@carsharevt.org. You will need to return your access card to us in person or by mail (in a padded envelope). Please include a note indicating your reasons for leaving, your forwarding address, and any comments you'd like to share regarding our service. Please return your access card within 30 days of letting us know you'd like to quit. There is a \$5 fee for not returning your access card within that time frame

Account Value Returned. Within 90 days following the termination or cancellation of your membership, any portion of the account balance shall be reimbursed to you, minus any amount owed to CarShare Vermont. This does not include driving credits issued by CarShare Vermont; driving credits are not exchangeable for cash. If an account balance is insufficient to cover the amount you owe CarShare Vermont, CarShare Vermont reserves the right to take any actions necessary to recover the full amount.

Revocation or Suspension of Membership. CarShare Vermont may at any time suspend/terminate an individual's membership for violating the terms or conditions of the Membership Application, this Handbook, or the operator's manuals of the cars.

Cancellation of this Agreement. The Agreement shall be automatically and immediately cancelled without notice upon the death of the member, or within five (5) days' notice by letter, email, phone call, or phone message from CarShare Vermont to the member if the member is not paying their debts as such debts generally become due, or if the member is convicted of a driving-related criminal offense.

Fees and Penalties

The following schedule outlines the possible fees and penalties members may be responsible for if they violate our policies. All fees will appear on your invoice. Serious infractions are those denoted by an asterisk below (*). For all serious infractions, you agree to waive all CarShare Vermont insurance and accept sole responsibility for any and all associated damage and liability loss. Your membership is subject to immediate termination.

Standard Fee Schedule

Late Return	\$10/ half hour + usage + additional charges if you displace another member
Reservation Cancellations & Adjustments	If you cancel or shorten with less than 4 hours notice, you will be charged for any time cancelled in the 4-hour window from the time of cancellation.
Non- Emergency Call to the Emergeny Line	\$5 per call
Low Gas (< one-quarter full)	\$15
EV Left unplugged or not charging	\$25
Failed to Pay Ticket, Toll, or Moving Violation	\$15 per incident + cost of ticket, toll, or violation
Staff Time Due to Member Negligence	\$25 per half hour + costs incurred
Left Vehicle Messy	\$25 + costs incurred
Left Lights On, Key in Ignition, or Windows Open	\$25 + costs incurred
Failure to Inspect Vehicle and/ or Report Damage	\$25
Lost or Unreturned Access card	\$5 if you pick-up at the office, \$10 to have replacement mailed
Downgrade Plans more than Once Per Year	\$25
Bounced Payment	\$10
Member Displacement Fee	\$25 minimum
Key Lost During Member's Reservation	\$50 + costs incurred (will include cost of replacing the key)
Returned Car to Wrong Pod	\$50 + costs incurred
Took Wrong Car or Drove Without a Reservation	\$50 + usage + costs incurred
Unsecured Vehicle	\$25 + costs incurred
Left Vehicle Running	\$150 + costs incurred
Smoked in Vehicle or Failed to Report Evidence of Smoking	\$250 + costs incurred*
Pet in Non-Pet Vehicle, Transported Pet without a Carrier, or Pet Mess	\$250 + costs incurred*
Abandoned Vehicle more the 1/4 mile from its Pod.	\$250 + costs incurred*

Fees for Serious Infractions Resulting in Automatic Termination of Membership

Tampered with On Board Equipment	\$250 + costs incurred*
Allowed a Non-CarShare Vermont Member (or restricted member) to Drive	\$500 + costs incurred*
Misuse of CarShare Vermont as earlier defined on pg. 4	\$250 + costs incurred*

Membership Agreement

By signing this agreement, you are accepting the conditions set forth in CarShare Vermont's Membership Handbook.

1. You agree to pay CarShare Vermont for your membership, usage, as well as any penalties as set out in this Agreement.

2. CarShare Vermont reserves the right to cancel a member's contract in addition to levying the aforementioned penalties if such member fails to comply with any of the terms and conditions in the Agreement.

3. CarShare Vermont reserves the right to amend the terms and conditions of the Fee Schedule from time to time as it sees fit or necessary, without prior notice. Current terms and conditions are available online at carsharevt.org.

4. Every Member must possess a valid driver's license for your state of permanent residence within 30 days of joining CarShare Vermont. If a new license must be obtained to meet this obligation, the new license information must be submitted promptly to our office. 5. For MobilityShare participants, you understand that your membership will be subsidized for one year. After one year, you may apply to renew your MobilityShare membership, switch to another membership plan and pay the associated rates, or terminate your membership.

By signing below, you (the Member) represent that the information in your CarShare Vermont application form is complete and correct in all respects, and you authorize CarShare Vermont (or its designees) to check such information including, without limitation, the undersigned's driving record. You further authorize CarShare Vermont to charge to the credit or debit card on the application form any fees, penalties, and other charges due hereunder. Finally, you agree and accept all of the terms contained in this Membership Handbook.

By submitting your application online, you have already agreed to the terms of this handbook and you have already signed this document electronically.

Index

Damage Fee	5
Damage Waiver Program	5
Vehicle Tracking Notice and Release	6
Payments	6
Rate Schedule	6
Pre-authorization of trip costs	6
Driving Fees	6
Membership Fees	6
Monthly Invoice	6
Failed Payments	6
Collections	7
Terminating Your Membership	7
Account Value Returned	7
Revocation or Suspension of Membership	7
Cancellation of this Agreement	7
Fees and Penalties	7
Standard Fee Schedule	8
Serious Infractions	8
Membership Agreement	9