



## MEMBER HANDBOOK

## TABLE OF CONTENTS

welcome to Community Car	2
the basics	3
reserve	4
drive	5
return	7
problems & emergencies	7
insurance	8
membership plans	10
billing & payments	12
important community car policies	13
membership qualification requirements	14
membership revocations & cancellations	14
credits & fees	15
faq	17
individual membership agreement	18

## HOW TO CONTACT US

**on the web:** [www.communitycar.com](http://www.communitycar.com)

**by phone:**

Office line: 608.204.0000

Reservation and  
Emergency: 1.866.305.1122

**by email:** [info@communitycar.com](mailto:info@communitycar.com)

**by fax:** 608.280.8108

**by mail:** Community Car  
25 N Pinckney, Suite 320  
P.O. Box 1603  
Madison, WI 53701-1603

## WELCOME TO COMMUNITY CAR

Thank you for joining Community Car. We're here to help you decrease your carbon footprint by not owning a car or second car and busing, biking and walking whenever possible. Community Car can fill in on the occasions when you do need a car.

Before you start driving, please take a moment to go over our guidelines so we'll have the most efficient service possible.

### MISSION

To improve the environment and provide an affordable community-based transportation option.

### GOALS

- Reduce greenhouse gas emissions and other air pollution
- Provide an affordable transportation option for city residents and organizations
- Operate as an environmentally, economically and socially sustainable business

### OUR STORY

Community Car evolved from a research project by Madison Environmental Group ([www.madisonenvironmental.com](http://www.madisonenvironmental.com)) which was completed in the fall of 2002. Madison Environmental Group is an interdisciplinary research and consulting firm assisting clients and communities to live and build green.

Community Car began operation in Madison, Wisconsin in October of 2003. Community Car provides a welcome alternative to owning a car or second car. From filling up the gas tank to reading about the organization's goals, this member handbook documents all you need to know about Community Car.

# THE BASICS

## MEMBER PERKS

- **\$10 REFERRAL CREDIT:** Tell people about us! You get \$10 off your invoice when you refer someone who becomes a member.
- **CAR RENTAL DISCOUNTS:** For longer trips, take advantage of our partnership with Budget Car & Truck Rental of Madison (see pg. 11).
- **CAMPUS UNIVERSAL PARKING PERMIT:** Free parking\* on campus when you use a campus Community Car (\*see pg. 17).

## OUR FLEET

Community Car has a fleet of vehicles parked in reserved parking spots throughout Madison. There is one vehicle parked at each location. We have a variety of vehicles to fit your needs including a pickup truck, minivan, Mini Cooper and several hybrids. For more information on vehicles and locations, go to My Fleet after you log into our reservation system (see pg. 5).

## YOU'RE NOT ALONE

You might be the only one in the car, but you're sharing our fleet and services with hundreds of other Community Car members like yourself. Please remember to be considerate of your car sharing neighbors.

- Take good care of the vehicles! Treat our vehicles as if you own them, or **BETTER**.
- Make sure you return **ON TIME:** give yourself a little extra time if you're worried you might run late.
- If you need help, Community Car staff is always just a phone call away:  
**1.866.305.1122.**

## JUST GET-IN-AND-GO

1. **RESERVE.** Book a vehicle online or via phone. You can make a reservation at the last minute or up to three months ahead of time (see pg. 4).
2. **DRIVE.** Bus, bike or walk to the vehicle you've reserved, FOB IN by swiping your key fob over the barcode in the windshield and go on your way! (see pg. 5).
3. **RETURN.** Bring the vehicle back to the same location where you picked it up at the end of your reservation and FOB OUT! (see pg. 7).

## TROUBLE SHOOTING & THE DETAILS

4. **PROBLEMS & EMERGENCIES.** If you experience a problem, call our Reservation & Emergency line at 1.866.305.1122 (see pg. 7).
5. **INSURANCE.** We provide full coverage insurance for our members while they are driving one of our vehicles (see pg. 8).
6. **MEMBERSHIP PLANS.** There are a variety of plans to fit your needs. (see pg. 10).
7. **BILLING & PAYMENTS.** Each month members receive an invoice detailing the previous month's usage fees and the current month's plan fees. Members' credit/debit card is automatically charged every month for their invoice total (see pg. 12).
8. **MEMBERSHIP QUALIFICATION REQUIREMENTS.** You must maintain a good driving record to continue membership (see pg. 14).
9. **CREDITS & FEES** Running late and cancelling time incur fees. (See pg. 15).

**NOTE:** See FAQ on pg. 17 for answers to the mostly frequently asked questions.

# 1. RESERVE

The first step in using a Community Car is making a reservation. You must **ALWAYS** have a reservation to use a vehicle. You may make a reservation via web or phone.

## A. ONLINE RESERVATION SYSTEM

**Make, change, or cancel** a reservation online at [www.communitycar.com](http://www.communitycar.com). Type your member number and password in the green box in the upper right hand corner of the screen and click "go." You'll be directed to the members-only online system.

- **Create a Reservation.** Once you log on, select **New Reservation**. The availability graph will appear, showing you up to date vehicle availability displayed in real-time.
  - ⇒ Click on a date on the calendar to display the availability for the day you wish to travel.
  - ⇒ The green bars indicate unavailable time.
  - ⇒ Choose the vehicle from the drop down box.
  - ⇒ Enter your starting/ending date.
  - ⇒ Enter your starting/ending time
  - ⇒ Select "Reserve" to confirm your reservation.
  - ⇒ A Confirmation Page will appear to confirm your trip.
- **Change/Cancel Reservations.** Once you log on, select **My Reservations**. A list of your existing and upcoming reservations will appear.
  - ⇒ Find the reservation you wish to modify and select the orange "Change" or "Cancel" button.
  - ⇒ If changing a reservation, make any necessary changes\* to the starting/ending date or time or select a different vehicle, then click "Update."
  - ⇒ If cancelling the vehicle, simply click "Cancel."
  - ⇒ The confirmation screen will appear to confirm your changes.

**NOTE:** Reservations may be made in 15 minute increments, with a minimum reservation time of one hour.

**NOTE:** You may make a reservation at the last minute, or up to 3 months in advance.

**NOTE:** \*Cancellation fees apply (pg. 15-16).

**TIP:** When creating or modifying reservations, consider printing the Confirmation Screen. Alternatively, options available from the Confirmation Screen allow you to have your trip details emailed to you or saved to your Outlook.

**TIP:** Please plan generously for the time you need a car. This way you can be sure to return the car without compromising another member's trip.

## B. PHONE RESERVATIONS (RESERVATION and EMERGENCY LINE)

**Make, change, or cancel** a reservation via phone by calling our Reservation and Emergency Line at 1.866.305.1122 OR our office at 608.204.0000. A real, live person will answer!

**NOTE:** There will be a **\$2 charge** added to your invoice when you MAKE, CHANGE or CANCEL a reservation via phone. Calling to report a problem or emergency is FREE.

**NOTE:** Cancellation fees apply (see pg. 15-16).

## C. ONLINE RESERVATION SYSTEM (Cont'd)

In addition to reservation management, the member online system also provides important **fleet details, account information**, and an opportunity for **feedback**.

**My Messages.** Click on My Messages for any information we feel you need to know.

**My Account.** Click on My Account to update any personal information:

- ⇒ Contact information: please keep your personal contact information up to date.
- ⇒ Change Password: you can change your password at anytime.
- ⇒ Account: please keep your credit/debit card information up to date!
- ⇒ Preferences: choose to be emailed when you change or cancel a reservation.

**Member Feedback.** Email us with any fleet or reservation related questions or concerns that are not time sensitive.

**My Fleet.** For up to date fleet and car location information click on My Fleet. An interactive **map of car locations** will appear.

- ⇒ Click on the green pointer and a white text balloon will display the car type and location address.
- ⇒ Select "Location Details" for information on a vehicle's availability and amenities.

## 2. DRIVE

The second step in using a Community Car is driving the vehicle you reserved. Remember, you're sharing these vehicles with hundreds of other members. Take good care of the cars and drive safe.

### A. GO TO THE VEHICLE

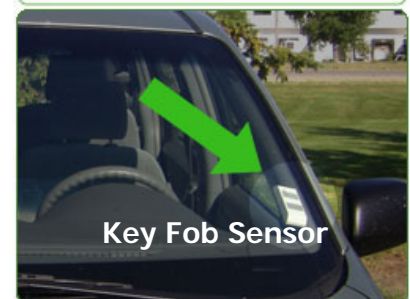
Bus, bike or walk – it's good for you and the environment. If you drive your own vehicle to and park in a Community Car parking space, you are subject to being ticketed and towed at your expense.

### B. UNLOCK/LOCK THE VEHICLE AND ENABLE THE IGNITION

Once your application is approved, Community Car will mail you a KEY FOB (pictured right) which you will use to lock/unlock the cars.

- ⇒ When you arrive at the car, **FOB IN by holding your KEY FOB** (for 3 seconds) over the rectangular sensor in the windshield (shown right). This will unlock the doors and enable the ignition.
- ⇒ Once inside, use the vehicle key attached underneath the steering column to start the ignition.
- ⇒ Every time you exit the car, whether at the end of your reservation or while you're running errands, **ALWAYS "FOB OUT"**. To FOB OUT exit the car and hold your KEY FOB over the sensor for 3 seconds. This locks the vehicle doors and disables the ignition.

**NOTE:** If you are **more than 15 minutes early** or if you arrive at a car location **other than the one you've reserved**, your KEY FOB **WILL NOT WORK!** Either go online to check your reservation details or call us at 1-866-305-1122 for assistance.



## C. PRETRIP INSPECTION

⇒ Is there damage to the vehicle? If you notice damage, find the VEHICLE DAMAGE FORM inside the glove box in the black VEHICLE DOCUMENTS case. Check to see if another member has already noted the damage. If not, please make a note of the damage here.

- ⇒ Is there at least ¼ tank of gas in the car?
- ⇒ Are the lights off (interior & exterior)?
- ⇒ Are the windows up?

**TIP:** if there is less than ¼ tank of gas, the lights are on and/or the windows are down, send us a comment through the online reservation system MEMBER FEEDBACK function or leave us a note in the MEMBER COMMENTS notebook in the glove box.

**NOTE:** If it appears that the vehicle has been in an accident or is unsafe to drive, call the Reservation & Emergency line immediately at 1.866.305.1122 and DO NOT DRIVE.

## D. THE CAR IS NOT IN OUR RESERVED PARKING SPACE?

DON'T WORRY! If the vehicle isn't in its reserved parking spot when you show up for your reservation, call the Reservation & Emergency line immediately (1.866.305.1122) and we will find you an alternate form of transportation:

- ⇒ We'll find you another Community Car vehicle and get you a taxi to send you to the new location.
- ⇒ We'll call you a taxi and Community Car will pay for your taxi ride (up to \$30). This charge is billed to the person who didn't bring "your" car back in time.
- ⇒ We'll reschedule your reservation and apologize profusely.

## E. WHEN & HOW TO FILL UP THE GAS TANK

**When:** If the tank is less than ¼ full when you return the car at the end of your trip.

### How to Fill Up the Tank:

- ⇒ Go to the nearest gas station, find the gas card in the vehicle documents case in the glove box and follow the instructions provided.
- ⇒ Swipe the card and follow the prompts.
  - ⇒ Enter in the Driver ID (found on card) and the current odometer reading.
- ⇒ Fill the tank with regular unleaded gas (the Mini Cooper convertible takes Premium).
- ⇒ Put the receipt in the vehicle documents case and the vehicle documents case back in the glove box.

**NOTE:** Community Car reviews an itemized monthly gas usage report to protect all of our members from fraudulent use of the gas cards.

## 3. RETURN

### A. RETURNING THE VEHICLE

Return the vehicle to the same parking location where you picked it up.

#### Park in Our Reserved Parking Spot

- ⇒ Roll up the windows.
- ⇒ Return the car as clean as or cleaner than you found it.
- ⇒ Make sure the lights are off.
- ⇒ **FOB OUT!** If you do not FOB OUT, **you will be charged a \$50 "DID NOT FOB OUT" FEE!**

#### Parking Spot is Taken?

- Find the next closest legal parking spot and park it there.
  - ⇒ Call the Reservation and Emergency line at 1.866.305.1122 to let us know you parked somewhere else.
  - ⇒ Follow all other instructions for RETURNING THE VEHICLE.

**NOTE:** Leaving the overhead dome light on is the most common cause of "dead battery". Please turn off all lights when you exit the vehicle.

### B. RUNNING LATE?

If you are running late and won't be able to make it back with the car before your reservation end time, please try to extend your reservation:

#### Extending Reservations:

- ⇒ If you have access to the internet, log in and attempt to extend your reservation on-line.
- ⇒ If you do not have internet access, call the Reservation and Emergency line at **1.866.305.1122**. Please **do not** call the Community Car office as we may not be available to assist you.

#### If you ARE able to extend your reservation:

- ⇒ Return at your new reservation end time.
- ⇒ You will be charged for any additional time you use the car and the Call Fee.

#### If you are UNABLE to extend your reservation:

- ⇒ Return as soon as possible.  
Late fees apply

## 4. PROBLEMS & EMERGENCIES

If you experience a problem, please **FIRST** refer to the **Problems & Emergencies Guide** in the black VEHICLE DOCUMENTS case in the glove box of the car. This will explain step-by-step how to handle the following problem situations.

If you are unsure how to proceed, please call the Reservation and Emergency line at **1.866.305.1122**. A member of Community Car staff is always on call and will be available to assist you if needed.

## A. VANDALIZED OR DAMAGED VEHICLE

If you arrive at your Community Car and the vehicle is not drivable, call the Reservation and Emergency number to arrange for alternate transportation.

- ⇒ If the damage is aesthetic and the car is safe to drive, call the Reservation and Emergency number when your reservation begins and note the damage on the VEHICLE DAMAGE FORM.
- ⇒ If the vehicle requires a jump-start, please contact the Community Car Reservation and Emergency line.

## C. EMERGENCY DRIVERS

If an emergency occurs and the life or safety of you or another person is at risk, you may allow a non-member to drive a Community Car vehicle. All conditions below must apply:

- ⇒ Driver must have a valid driver's license.
- ⇒ Driver is not under the influence of any intoxicating substance.
- ⇒ Member must report these circumstances to Community Car.
- ⇒ Member assumes liability for any fees, costs or damages arising from the unauthorized person's use of the Community Car vehicle.

# 5. INSURANCE

Full coverage insurance (a one million dollar general liability policy) is included in your rate. Members do not need their own auto insurance to drive a Community Car.

## COVERAGE

The following insurance is in effect while you drive Community Car:

**A. AUTOMOBILE LIABILITY:** All approved Community Car members are covered by the automobile liability insurance policy while driving a Community Car and are subject to its terms, conditions, and exclusions.

## B. IF YOU'VE BEEN IN AN ACCIDENT

- ⇒ Please call 911 if anyone is injured.
- ⇒ If no one is injured, please call non-emergency police at 608.266.4275.
- ⇒ Call the Emergency & Reservation line as soon as possible at 1.866.305.1122 to inform us of the problem. A Community Car staff member will assist you at the accident if it at all possible.
- ⇒ Make sure you get a copy of the **ACCIDENT REPORT** from the officer on duty.
- ⇒ Our insurance information is clearly labeled in the glove box of the vehicle.
- ⇒ Do not admit guilt. Wait until the officer is present to explain the details.

## D. THE CAR BREAKS DOWN

If the vehicle breaks down:

- ⇒ Do not attempt to repair the vehicle yourself. ☺
- ⇒ Call the Reservation and Emergency line immediately and they will take care of you by:
  - ⇒ Calling you roadside assistance.
  - ⇒ Getting you a taxi, rental car, or different Community Car.
  - ⇒ Calling Community Car on-call staffer to assist you.

**C. DAMAGE** other than collision: Community Car vehicles are covered by comprehensive insurance. The driver is, however, responsible for paying 50% of the \$1,000 deductible when s/he is responsible for the damage. You are responsible for up to \$500 of any damages caused to Community Car's property or the property of all third parties that are neither covered by the insurance policy nor by the manufacturers' warranty which occur during your use of the vehicle. Without limiting the foregoing, you shall be responsible for all damages arising from all actions that occur during your use of a Community Car vehicle.

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

## **ACCIDENTS & DAMAGE**

You are responsible for taking care of the following when an accident or damage occur

### **A. DOCUMENTING FAULT**

- If found at fault, members are responsible for 50% of the \$1000 insurance deductible.
- In the event of any accident or damage caused to the vehicle, the member is responsible for demonstrating that s/he is not at fault.
- Appropriate documentation may be any or all of the following: a Community Car accident report, a police report, and photographs.

### **B. REPORTING DAMAGE**

- Any accident or damage must be immediately reported to Community Car by phone or in person, and to the police.
- You are obliged to secure evidence from any available witnesses, and to provide Community Car 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 Community Car staff.

### **C. HIT & RUN**

- In case of a hit and run, you must use your best efforts to promptly obtain a police report.
- You agree to provide Community Car and any other claims adjustment service with the findings of any report or any notice relating to a claim or a lawsuit against Community Car regarding any accident involving a Community Car vehicle.
- You agree to cooperate fully with Community Car in the investigation and defense of any such claim or lawsuit

# 6. MEMBERSHIP PLANS

## A. MEMBERSHIP TYPES

- **Individual** – One person in a household joins and gets one invoice.
- **Family** – Up to three drivers may choose to share a plan and receive one monthly invoice.
- **Business/Non-Profit** – Businesses may choose a membership plan to offer to their employees. All employees share a plan and the business receives one monthly invoice for all usage.
- **UW Promotion** – Choose a plan below and receive \$45 of free driving\*, good for your first 30 days of membership. If you exceed \$45 of driving (5 hrs at \$9/hr) in your first calendar month of membership\*\*, you will pay \$9/hr for additional driving that month. Your chosen plan will begin the first calendar day of the month following your start date.

\*\$45 free driving credit cannot be taken off of Prepaid Plan fees.

\*\*E.g., if you start on September 18<sup>th</sup> and exceed \$45 of driving before October 1<sup>st</sup>, additional hours in September cost \$9/hr and your plan of choice will start October 1<sup>st</sup>. If you do not use up all \$45 of free driving before October 1<sup>st</sup>, the free driving is good until October 18<sup>th</sup> (30 days).

**B. MILES INCLUDED:** EVERY RESERVATION (no matter the plan type) includes **100 FREE MILES**. Excess miles are charged at \$0.48/mile.

**C. TAXES:** State and county sales (5.5%), and rental vehicle (5%) taxes apply to all usage.

## D. INDIVIDUAL & FAMILY MEMBERSHIP PLAN OPTIONS

### PREPAID SMART PLANS

Those members who choose a Prepaid Smart Plan and prepay an upfront fee receive the best deals! We are able to give you these discounted rates because you are prepaying: prepaid plans are not refundable. When your plan expires, whether you've used up your funds or your expiration date has occurred, you will need to select a new plan of your choice in order to continue your membership.

Plan Name	Fee	Value	Hours Included	Expires After
Smart Basic	\$ 95	\$8.75/hr	11	6 months
Smart Plus	\$400	\$8.00/hr	50	12 months
Smart Freedom	\$775	\$7.75/hr	100	12 months

### MONTHLY MOBILITY PLANS

Every month you pay a monthly plan fee and you pay for the hours you've reserved. Your monthly plan fee is credited back to you if you drive in that month. Your total driving costs must be of equal value or greater than the monthly fee to receive your full credit. If you do not drive in a given month, you simply pay that month's plan fee. Unused driving credits do not roll over from month to month.

### **INDIVIDUAL**

Plan Name	Monthly Fee	Hourly Rate
Motion 4	\$4/month	\$9.25/hr
Motion 15	\$15/month	\$8.75/hr
Motion 35	\$35/month	\$8.50/hr

## FAMILY

<u>Plan Name</u>	<u>Monthly Fee</u>	<u>Hourly Rate</u>
Motion 6	\$6/month	\$9.25/hr
Motion 20	\$20/month	\$8.75/hr
Motion 40	\$40/month	\$8.50/hr

## E. BUSINESS & NON-PROFIT PLAN OPTIONS

Organizations that choose either the Smart Plus or Smart Freedom plans and prepay an upfront fee receive a number of discounted hours for all drivers to share. The Pay As You Drive plan allows members to pay monthly for the hours they've driven.

<u>Plan Name</u>	<u>Fee</u>	<u>Per Hour</u>	<u>Hours Incl.</u>	<u>Expires after</u>	<u>Annual Fee</u>
Pay As You Drive	\$ 0	\$9.25/hr	0	N/A	\$15/driver
Smart Plus	\$400	\$8.00/hr*	50	12 months	\$ 0
Smart Freedom	\$775	\$7.75/hr*	100	12 months	\$ 0

\*This is the hourly value of your prepaid fee

## F. MEMBER PLAN CHANGES

You may change your plan option by contacting the Community Car staff and notifying them of your new rate preference. The new rate will take effect the first day of the next month.

## G. SPECIAL RATES

When you use a car late at night or for a day trip, these special rates automatically take the place of your prepaid or monthly membership plan.

<u>Rate</u>	<u>Cost</u>	<u>Terms</u>
Daily Rate	\$75 per day*	24 hrs
Insomniac Rate	\$3/hr	12 – 7 a.m.

\*A DAILY RATE is available for all vehicles.

- If a member exceeds the 100 miles included in the reservation, s/he pays \$0.48/mile for additional miles. You DO NOT receive 100 free miles per day.
- If a member exceeds the hours included, s/he pays for additional hours according to her/his membership plan.
- Reservations may be made for a maximum of 3 consecutive days (72 hours).

## H. BUDGET RENTAL CAR PARTNERSHIP

We suggest that for trips longer than 250 miles, you may want to consider using our exclusive discount with **Budget Rental Car**.

- 5% discount off weekday rates, 10% off the lowest weekend rate even if it's sold out, and a discounted Liability Damage Waiver (insurance that covers the rental car) rate of \$16.99/day.
- Free pick up and drop off during business hours within a 5 mile radius of Budget's two local market locations during weekdays.
- Call one of Budget's local market locations (2705 Packer's Ave, Madison: 242-0429 and 2114 Eagle Dr., Middleton: 836-4026).
- Discounts only apply locally and are not valid through Internet or 800 reservations.
- You will need your Community Car member card to prove your membership and use the Community Car Budget Customer Discount number (BCD): **Z638766** when reserving.

## 7. BILLING & PAYMENTS

### A. APPLICATION FEE

- The standard \$50 Individual application fee includes the costs of validating your driving record and maintaining your membership.
- Groups with more than one driver (families, non-profits, and businesses) will be charged a \$25 application fee for every driver on their account.

**NOTE:** Business and Non-Profit drivers may choose to have a 2<sup>nd</sup> personal membership for an additional \$15 application fee.

### B. FIRST MONTH LIMIT

- New members may spend up to \$300 in usage and fees during their first month of membership.
- This limit does not apply to Smart Plus and Smart Freedom plan members.

### C. USAGE CHARGES

- Rates vary depending on the Rate Option you choose.
- Usage charges include the costs of leasing the cars, gas, maintenance, and insurance.
- The minimum reservation is one hour. After the first hour, reservations are pro-rated in 15-minute increments and you pay for the time you reserve.
- Your reservation starts whichever comes first: your reservation start time or your fob in time.
- If you pickup/return the car 5-15 minutes early/late (before/after your reservation start/end time), you will be charged for 15 minutes. If you run more than 15 minutes late, you will receive a Late Fee (pg. 15).  
(Reservation time based on modem in car (satellite time), not clock in car).

### D. RATE INCREASES

- If gas prices rise 20% we reserve the right to adjust our rates to reflect our additional gasoline costs.
- We will inform members of any changes to the rate structure in writing.

### E. PAYMENTS

- As a member of Community Car, you choose a membership plan and agree to prepay, or pay us once a month on your credit or debit card\*.
  - **Invoices sent – 5<sup>th</sup> of Every Month (or next business day).**
    - ⇒ You will receive an email invoice (or paper if preferred) for the previous month's car usage, the current month's membership fees, and any credits or penalties accrued.
    - ⇒ Taxes do apply to Community Car membership and usage.
  - **Credit or Debit Card Automatically Charged - 10<sup>th</sup> of Every Month (or next business day).**
    - ⇒ Your credit or debit card will be charged automatically for the amount shown on your invoice.

\*If you do not have a credit or debit card, you can pay a refundable security deposit of \$500. This can be arranged with Community Car staff.

### F. INVOICE QUESTIONS

- If you have any questions about your invoice, please contact the Community Car office before we charge your card.

### G. INSUFFICIENT FUNDS

- If we are unable to collect payment from you on the 10<sup>th</sup> of the month because your card was declined for any reason, we will automatically rerun your card 10 days later.
- If your card is again declined when we rerun it on the 20<sup>th</sup> the Insufficient Funds fee of \$25 will be applied and your account will be restricted immediately.
- We may issue the services of a collection agency if further delinquency occurs.
- Please report any changes in billing information to Community Car or log into the online reservation system and update your billing information yourself in My Account.

## 8. IMPORTANT COMMUNITY CAR POLICIES

### A. NO SMOKING

There is no smoking allowed in any of the Community Cars.



### B. SEATBELTS

Everyone in the vehicle must wear a seat belt at all times.

### C. CHILDREN/CARSEATS

By joining our membership, members agree to use an appropriately sized car seat for any child or children passengers.

- If you have children under age 12 in the car, they must be seated in the back seat of the vehicle.
- If the child is 8 or younger, or 80 lbs or lighter, they are required to sit in the backseat and in an appropriate sized carseat which the member will provide.

### D. PETS

Your pet can ride with you in our Community **Truck**. This is the **ONLY** vehicle allowing pets and members must follow the following guidelines:

- Pets may only be transported in a carrying case or "pet taxi" provided by the member/owner.
- Pets may be transported inside the cab or in the bed of the truck.
- Members must lay down a blanket (found behind the seats in the truck cab) under the pet carrier.
- Any mess or hair the pet leaves must be cleaned immediately by the member.
- If the mess is excessive, the member must take the truck to the carwash. If member fails to leave car as clean as or cleaner than s/he picked it up, s/he is subject to the "Dirty Car Fee" (pg.16).

### E. MISSING ITEMS

If you notice that any of the following items are missing from the glove box please notify Community Car immediately:

- Insurance and registration
- Operator's manual
- Emergency Service information
- Gas Car Wallet

### F. WHEN NOT TO USE A COMMUNITY CAR

Community Cars may be used for many reasons, but not for the following purposes. (Laugh with us here – we need to state the obvious!):

- No reservation has been made.
- By a non-Community Car member. Non-members are NOT insured under our auto policy.
- For any illegal activity.
- 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 car race, test, competition, or delivery of goods for hire.
- Outside the continental U.S.
- If it has been obtained from Community Car 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.

**NOTE:** If you violate any one of these policies you may be subject to fines (see pgs. 15 & 16) and possible termination of your membership.

## 9. MEMBERSHIP QUALIFICATION REQUIREMENTS

### A. DRIVING RECORD REQUIREMENTS

- Community Car reserves the right to run a background check and obtain a Motor Vehicle Record (MVR) for every applicant.
- To qualify for continued membership, each member must maintain the requirements below.
- Community Car reserves the right to refuse membership and to revoke a member's privileges at any time. In order to qualify for membership, each applicant must have:
  - ⇒ A valid driver's license.
  - ⇒ At least five years driving history\*.
  - ⇒ No more than 2 moving violations in the past 3 years.
  - ⇒ No major violations in the past 3 years, such as:
    - ⇒ Reckless Driving
    - ⇒ Driving Under the Influence
    - ⇒ Negligent Driving
    - ⇒ At-Fault Accidents: evaluated on a case by case basis

\*Currently enrolled UW-Madison students with three years driving history, a 3.0 GPA (or higher) and a clean driving record may apply.

### B. MEMBERSHIP REQUIREMENTS

- Members must meet our driving record requirements and carry a valid driver's license during every trip. If your license is suspended, withdrawn or expired, for any reason, your membership expires immediately.
- Members must at all times have a valid phone number and address and must report changes in contact information (i.e. address and phone numbers) to Community Car for insurance reasons.
- Members need a valid credit or debit card for Community Car billing. If you don't have a credit or debit card, you can pay a refundable security deposit and pre-pay in cash for usage.
- Members are responsible for following and reading the requirements of this manual.

## 10. MEMBER REVOCATIONS AND CANCELLING MEMBERSHIP

### A. MEMBERSHIP REVOCATION

Community Car may terminate an individual's membership for violating the terms or conditions of the Membership Agreement or this manual. Your permission to drive Community Car 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.

### B. MEMBERSHIP CANCELLATION

Members must notify Community Car of their wish to cancel their membership. Cancellations go into effect at the end of the current billing cycle.

### C. MEMBER HANDBOOK CHANGES

Community Car may amend this manual at any time and will notify members of all changes.

### D. SEVERABILITY

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

# 11. CREDITS & FEES

## CREDITS

TITLE	DESCRIPTION	CREDIT	REASONING
CAR WASH CREDIT	I find a car dirty and clean it inside and out.	Reimbursement up to \$10.	We thank you for helping us keep the fleet sparkling clean!
GAS CREDIT	The gas card is not accepted at the gas station so I pay out of pocket.	Full reimbursement.	Please keep your receipt and mail it to us or drop it by the office.
INCONVENIENCE CREDIT	I show up for my reservation, the car is not there and I call the Emergency Reservation line for alternate transportation.	Up to \$50.	We are happy to reimburse you for costs that may be associated with alternative transportation (i.e., taxi, bus).

## FEES

TITLE	DESCRIPTION	CHARGE	REASONING
TELEPHONE RESERVATION	You call the Community Car office or the Reservation & Emergency Line to make, extend, shorten or cancel a reservation.	\$2 per call (Reporting an emergency is FREE).	There are additional costs for telephone reservations.  Web reservations are FREE!
GRACE PERIOD	I am less than 15 minutes late.	<b>No fee</b> , but you pay for the time you use in 15 minute increments.	There is a 15-minute grace period automatically added onto the end of every trip.
LATE CHARGE	I am going to return late, past the 15 minute grace period that is included on the end of my reservation.	Vehicles returned 1-15 minutes late will be charged a <b>\$15 Late Fee per 1-15 minutes late</b> until the vehicle is returned.  <b>Plus taxi charge for displaced member.</b>	Vehicles must be returned on time to ensure that no one is inconvenienced and that our car sharing service runs smoothly.
EARLY CANCEL/SHORTEN RESERVATION	I cancel, shorten or change vehicles for my reservation 5 or more hours before it starts.	No charge.	You put hours back into circulation that someone can use. Thanks!
LATE CANCEL/SHORTEN FEE	I cancel, shorten or change vehicles for my reservation 2-5 hours before my reservation begins.	\$5 surcharge, but no charge for the time you free up.	Most members reserve a car 2-5 hours in advance so we encourage you to free it up ASAP.
VERY LATE CANCEL/SHORTEN FEE	I cancel, shorten or change vehicles for my reservation less than 2 hours before my reservation begins.	You pay for the time reserved (unless the time you free up is reserved by another member).	Most people reserve 2-5 hours in advance, so the car was out of circulation when they checked availability.

TITLE	DESCRIPTION	CHARGE	REASONING
NO-SHOW FEE	I do not use the car during my reserved time.	You pay for the time reserved.	You took the car out of circulation and other members have not been able to reserve it.
DID NOT "FOB OUT" FEE	I forgot to "FOB OUT" at the end of my reservation.  See pg. 7 for a "FOB OUT" explanation.	\$50	If you don't "FOB OUT", we don't know when you returned the car. For billing and safety reasons it is <b>EXTREMELY IMPORTANT</b> that you <b>ALWAYS "FOB OUT"!</b>
REMOTE VEHICLE UNLOCKING	I left my KEY FOB in the car and locked the doors, locking myself out of the vehicle.	\$15	It takes staff time to remotely unlock the vehicle for you.
DEAD BATTERY due to USER NEGLIGENCE	I leave the lights on in some other way cause the battery to die.	\$50	We have to get the vehicle jump-started for you.
TICKET PROCESSING FEE	I get a parking ticket/traffic violation and do not pay the ticket	\$10 plus ticket cost	You are responsible for all traffic/parking tickets you incur while using a Community Car and it takes staff time to process the ticket.
LESS THAN ¼ TANK OF GAS	I return the car with less than ¼ tank of gas.	\$10	We ask that you leave at least ¼ tank of gas so that you do not strand the next user.
OPEN WINDOW FEE	I leave the window(s) down.	\$50	The car could be stolen, broken into, and/or the safety of members could be compromised.
LOST KEY FOB FEE	I lose my key fob.	\$25	We have to replace your lost key fob – this costs us money and takes staff time.
DIRTY CAR FEE	I bring the car back dirty.	\$20	You inconvenience members who use the car after you.
INSUFFICIENT FUNDS	We add a fee onto your account if the charges are rejected when we recharge on the 20 <sup>th</sup> (see pg. 12).	\$25	It takes staff time to process billing problems.
SMOKING IN CAR FEE	You and/or your passenger(s) smoked in a Community Car	\$150	Smoking IS NOT ALLOWED in any of the Community Cars. EVER. Not only is it very expensive to clean, the smell lasts and others are allergic.  Your membership may be terminated.
PET IN CAR FEE	Your pet accompanies you on your trip in the Community Car (other than the truck)	\$150	<b>Pets ARE NOT ALLOWED</b> in the Community Cars. The PICKUP TRUCK is the ONE EXCEPTION (pet must be in pet-taxi). Not only is it very expensive to clean, the smell lasts and others are allergic.  Your membership may be terminated.

## 12. FREQUENTLY ASKED QUESTIONS

### 1. DO I NEED TO WASH THE CAR?

- No, you do not need to clean the car. Community Car cleans the vehicles every two weeks.
- If another member left a mess and you would like to clean the car, save your receipt and we'll reimburse any cleaning costs up to \$10. Please notify us as soon as possible if you wash a vehicle.
- If you return the car in a mess, a \$20 fine will be applied to your next bill.

### 2. IS THERE A LOST & FOUND POLICY?

- Yes, if you lost an item please head back to the car to get your possession back.
  - ⇒ Lost items are collected from the vehicles bi-weekly. We will try our best to get the lost item to its owner.
  - ⇒ Found: If you find a personal item belonging to another member, please put the item in the trunk and make a note on the triplog.

### 3. WHAT IS A UNIVERSAL PARKING PERMIT?

- Our campus Community Cars (Helen C White, Grainger, Biotech, Welcome Center, UW Hospital, Charter & Johnson, W. Johnson & Frances, and Eagle Heights) contain a Universal Parking Permit.
  - ⇒ While you're driving one of these vehicles, you may park it in any non-metered surface parking lot on campus, free of charge.

### 4. WHAT IF THE VEHICLE NEEDS REPAIR?

- Community Car will maintain a regular program of preventive maintenance for each of our vehicles.
- If you notice something that requires immediate attention (e.g. it's raining and the windshield wiper is broken) and want to take care of it while you are using the car, keep the receipt for the purchase or repair and submit it to Community Car for reimbursement.
  - ⇒ If you don't repair it, **please report the problem** by calling the Reservation and Emergency line at 1.866.305.1122.
  - ⇒ You will be reimbursed up to \$50 for purchases unauthorized by Community Car.

### 5. WHAT IF I GET A TICKET?

- If you get a traffic or parking ticket while using a Community Car 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 \$10 processing fee.

### 6. WHAT IF THE CAR GETS TOWED?

- If the vehicle is towed and impounded for illegal parking while you have reserved it, you are responsible for recovering the vehicle.
- You agree to pay any costs arising from the vehicle being towed and any late fees incurred.



and

# 13. INDIVIDUAL MEMBERSHIP AGREEMENT

## 1. Purpose of the Agreement

1.1 This Agreement is a vehicle-sharing service subscription agreement offered by Community Car, LLC ("Community Car"), but does not in itself confer any right of use of Community Car's vehicles. The Member may use vehicles belonging to Community Car 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 Community Car, its operations or finances.

## 2. Eligibility

2.1 To be eligible for the vehicle-sharing service, the Member must:

- have at least 5 years of driving experience and be able to legally drive in Wisconsin;
- deliver to Community Car 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 2.1 does not automatically give a person the right to become a Community Car Member. Acceptance of the person's membership is subject to approval of his/her application by Community Car, in its sole discretion.

2.3 Members must have a valid credit or debit card that will be used for all payments to Community Car. The member must notify Community Car in the event of the card being changed, expiring, or being no longer valid and replace it with a valid card.

## 3. Membership Fees

3.1 The Member will pay Community Car an application fee, membership fee and other fees, as listed in the Rate Schedule.

## 4. Duties and Responsibilities

4.1 Community Car 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 Community Car vehicle.

4.2 Community Car 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 Community Car shall not be responsible for direct, indirect, incidental or consequential damage or injuries arising from the use of any vehicle accessories supplied by Community Car (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 one (1) month's prior written notice to the other party.

5.3 Community Car reserves the right to change the terms of this Agreement (including, but not limited to, membership fees) from time to time, and shall forward written notice of such changes to the Member in a timely manner at the address provided by the Member on the Application Form (or at an updated address, if the Member has provided it to Community Car). If the Member fails to object in writing to such changes within seven (7) days after receipt of such new terms, this Agreement shall be deemed to be amended to include such additional or revised terms.

## 6. Cancellation

6.1 The Agreement shall be automatically and immediately cancelled, without notice, upon the death of the Member, or after five (5) days' written notice by Community Car 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, Community Car may, at any time, by giving five (5) days' notice, cancel the Agreement if the Member fails to pay any sum due under the Agreement or the Membership Manual.

6.3 Subject to all its other rights and recourses, Community Car may, at any time, by giving five (5) days' notice, cancel the Agreement if the Member does not comply with any term or condition specified in the Agreement or the Membership Manual.

6.4 Community Car shall be the owner of the vehicle keys, 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 Community Car any vehicle, vehicle key, or any other article he/she might have in his/her possession under this Agreement or the Membership Manual. Additionally, the Member agrees to pay any attorneys' fees, court costs or costs of other legal procedures necessary for Community Car to recover any amounts due and owing, the Member's card, Community Car 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, Community Car reserves the right to impose penalties 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.

## 8. Miscellaneous Provisions

8.1 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, Community Car 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.

8.2 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 Community Car 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 Community Car 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 Community Car that he/she has received all reasonable explanations required on the content of this Agreement and of the Membership Manual 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 Wisconsin 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 Wisconsin. 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):

a. Member: the person registered as the Primary Member and, unless specifically indicated as otherwise in this Agreement, Member.

b. Agreement: this Membership Agreement and its schedules, which schedules constitute an integral part of this Agreement.

c. Primary Member: the individual designated to receive, and pay, all monthly statements delivered by Community Car for a registered Member.

d. 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 Community Car to ensure the proper operation of the service.