



Member Manual

TO BOOK A CAR

www.pegcitycarcoop.ca

PHONE

204.793.3912

OFFICE

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Winnipeg, MB R3B 1B6

(Please refer to the website for current office hours)

Definitions

In this Manual:

- “Board” means the Board of Directors of Peg City Car Co-op.
- “Booking Software” refers to the online web application and the App that a Member/Driver gains access to by becoming a Member, which creates a discrete account to reserve Co-op Vehicles.
- “Booking” or “Reservation” means the time period the Member/Driver reserved a dedicated date/time slot for a Co-op Vehicle in the Booking Software with the intention of accessing the Vehicle during the booking time to make Trips.
- “By-Laws” means the By-Laws of Peg City Car Co-op.
- “Co-operative” “Co-op,” or “Carshare” means Peg City Car Co-op.
- “Co-op Vehicle” means a vehicle owned or leased by Peg City Car Co-op and includes any equipment included with the vehicle.
- “Driver” refers to a Casual Driver or an Additional Driver on a Member’s account who meets the following conditions:
 - Casual Driver:
 - Meets all eligibility requirements in the By-Laws;
 - Has paid the appropriate fees as outlined in the Rate Sheet; and
 - Has been approved by the Board or authorized Co-op staff.
 - Additional Driver:
 - Has been approved by the Member, or is a current employee or contractor of a Business/Organization Member;
 - Meets all eligibility requirements in the By-Laws;
 - Has paid the appropriate fees as outlined in the Rate Sheet;
 - Has been approved by the Board or authorized Co-op staff; and
 - Agrees to combine billing with the Member.
- “Key-Card Holder” is the device found in the glovebox that securely stores both the vehicle key and the Fuel Card.
- “Key Fob” refers to a remote keyless system, also known as keyless entry or remote central locking, that is owned and issued by Peg City Car Co-op, and that controls access to Co-op Vehicles.
- “Manual” or “Member Manual” refers to this document that goes over all the rates, rules and regulations that Members/Drivers must follow while using Peg City Car Co-op.

- “Member” means a person that has paid a \$500 refundable Member Share, been approved for membership by the Board or authorized Co-op staff, meets all eligibility requirements in the By-Laws, and has been issued a Member (Account) Number.
- “Member Services” refers to any authorized Co-op staff that provides customer service support to Members/Drivers and assists in the resolution of problems and member complaints,
- “Member Share” means the minimum number of membership shares required to qualify for membership in the cooperative as stipulated in Peg City Car Co-op’s By-Laws.
- “Mobile Booking Application” is the component of the software that can be downloaded onto a smart device via an app store, where Members/Drivers with accounts can make and manage Bookings and access/secure Co-op Vehicles at the start and end of a Booking.
- “Rate Sheet” means the list of fees and rates approved by the Board, including any amendments to it.
- “Trip” means the moment a Member/Driver accesses a Co-op Vehicle with the vehicle key, Key Fob, or the App to access a Co-op Vehicle with the intention of driving the Co-op Vehicle during a valid Booking to a destination(s), but where driving hasn’t necessarily occurred. Members/Drivers may have multiple trips during the course of a Booking where they are expected to access the vehicle with the vehicle key only.
- “Home Location” means the designated and reserved parking location for Co-op Vehicles and where Members/Drivers are expected to return a Vehicle when a Booking is completed.

What is carsharing?

Carsharing is a membership-based service that provides flexible, 24/7 access to Co-op Vehicles. Members can book and drive a fleet of Co-op Vehicles without the hassle and cost of ownership.

How does a carsharing service work?

To drive Peg City Car Co-op Vehicles, you must be registered as a Member or Driver. Members/Drivers have access to every Co-op Vehicle in the fleet. Each Co-op Vehicle has its own designated Home Location. Co-op Vehicles must be returned to their Home Location when a Booking is complete. As a user, you reserve whichever Co-op Vehicle you’d

like in advance by logging into the Booking Software either on a desktop or via Peg City Car Co-op's Mobile Booking Application (from now on referred to as the App) on a smart device and selecting date/time and a Co-op Vehicle you would like to book. At the time of your Booking, you go to the Co-op Vehicle's Home Location. All Members/Drivers have a unique Key Fob, which is used to gain entry to the Co-op Vehicle in the course of a valid Booking. Alternatively, Members/Drivers can get into a Co-op Vehicle using the App. You then drive it as if it were your own vehicle. During Trips within a single Booking, you keep the vehicle key with you. Before the expiration of your Booking, you return the car to the same designated Home Location, where you secure the Co-op Vehicle. You secure the Co-op Vehicle by placing the vehicle key into the Key-Card Holder and then using the Key Fob or the App to lock the Co-op Vehicle and end the Booking. The Booking Software and hardware system in the Vehicle logs both the duration and distance driven during your Booking, which is used for billing to your account.

Becoming a Member/Driver

To become a Member/Driver, you must read and understand this Manual, and complete an online application. By completing an application, you, as a Member/Driver, acknowledge that you have read and understood the various rules and obligations contained in this Manual and you are agreeing to abide by those rules and obligations. Your and the Co-op's legal rights and obligations are determined solely by the terms in this Manual, your signed Application, Member/Driver Contract, and the vehicle Owner/Operating Manuals.

To be eligible to become a Member/Driver you must:

- Be at least 18 years old;
- Currently hold a Manitoba 5F class licence or equivalent;
- Have no speeding convictions 30 km above speed limit in last 3 years;
- Have a maximum of 4 minor driving infractions in last 3 years;
- Have no more than one (1) at-fault collision in the previous 3 years; and
- Have no criminal driving charges.

Additional Drivers

Up to five (5) people can be assigned to a Member's account, including the Member and four (4) Additional Drivers. Business/Organizational Members can have up to five (5) employees assigned to their account¹. More than five Drivers can be associated with the

¹ Casual Drivers are not permitted Additional Drivers.

account, but the Business/Organization will be subject to additional fees. Each Additional Driver is sponsored by the Member and must complete the appropriate section of the application, and, if approved, pay the application fee identified in the Rate Sheet (Appendix A). The driver eligibility requirements for Additional Drivers are the same as those for Members. **Additional Drivers do not need to reside at the same address, but agree to share a single bill on the Member's account.** Additional Drivers for Business/Organizational Members must be a current employee or on contract.

In the event a Member's account is terminated, all Additional Drivers on that Member's account will have their rights terminated at the same time, unless they successfully apply to become a Member(s).

The Co-op recommends that Business Members develop a policy regarding any limitations on usage of the Co-op Vehicles by employees designated as Additional Drivers. Business/Organization Members will be responsible for any and all Bookings made by their employees whether or not they conform to their internal usage policy.

Shares

If a person meets the driver eligibility requirements, they will be approved to join Peg City Car Co-op. The applicant is required to purchase a Member Share if they wish to join as a Member (either Member or Member Plus). The cost of a Member Share is set out in the Rate Sheet (Appendix A).

The Share represents the Member's part in the ownership of the assets belonging to the Co-op, and serves as security for any liabilities resulting from this contract. If the membership is terminated by the Member or the Co-op, the full value of the Member Share will be reimbursed (less any liens for unpaid accounts) up to sixty (60) days after membership termination. Any refund of the Member Share will be subject to deductions for monies owing to the Co-op.

Rates/Fees

The current rates and fees for using the Co-op Vehicles are set out in the Rate Sheet (Appendix A) and on the website and may change from time to time without notice. The Member/Driver agrees to pay the rates current as of the date the relevant Co-op Vehicle is

used. All rates are payable in Canadian dollars. If there is a discrepancy between rates on the website and the Manual, the Manual will be deemed correct.

Orientation

Each new Member/Driver is required to complete a self-led orientation before they are issued a Key Fob to access the Co-op Vehicles.

Key Fob

Each Member/Driver's Key Fob remains the property of Peg City Car Co-op. The Member/Driver is liable for the loss, deterioration, and any misuse of the Key Fob and other material as well as any unauthorized use of the Key Fob. If a Key Fob is lost, the Member/Driver must inform Member Services about the missing Fob within one hour of the discovery of its loss. The Member/Driver is responsible to pay all charges relating to the unauthorized use of a Key Fob. A Key Fob replacement fee must be paid before Peg City Car Co-op will issue a replacement. The fee will be reversed at no charge if the Key Fob is returned to the Co-op within thirty (30) days of the Member/Driver notice. When a Member/Driver terminates their account, they must return the fob to Peg City Car Co-op within two weeks of closing their account. Failure to return the Key Fob may lead to a replacement charge.

Members/Drivers may also access Co-op Vehicles using the App, but it's recommended that Members/Drivers carry a Key Fob with them at all times.

Responsibilities, Rights, and Duties

Member rights include:

- Attending meetings, voting for directors, standing for election as a director, and voting on changes within the Co-op. Each Member is entitled to one vote in the Co-operative.

Member/Casual Driver/Additional Driver rights include:

- The ability to join special interest committees within the Co-op.
- Active participation in the affairs of Peg City Car Co-op to ensure that the Co-op is run in a financially, socially, and environmentally sound manner.
- Access to clean, safe, affordable, and well-maintained Co-op Vehicles.

Member/Additional Driver/Casual Driver responsibilities include:

- Reporting any damage to the Co-op Vehicles, whether inside or outside, that may have occurred prior to and/or during your use.
- Accepting responsibility for any collisions or damage you cause to any of the Co-op Vehicles.
- Paying invoices.
- Accepting consequences of neglecting any duties.

Prohibited Usage

Using the Co-op Vehicle for work or school is allowed, however, the transportation of goods for compensation – receiving payment as a courier or taxi service – is prohibited and could result in termination of your membership.

Bookings

The Co-op Vehicles can be reserved by a Member/Driver up to six (6) months in advance. To use a Vehicle, Members/Drivers must reserve a car online before use. You may reserve a Co-op Vehicle for a minimum of one hour and additional time in 15 minute increments. You may reserve a Co-op Vehicle for up to twenty-eight (28) days consecutively.

To reserve a Co-op Vehicle online:

- Your Account/Member Number is designated to each Member/Driver when they join. Your Account/Member number cannot be changed.
- Your password and username (your email address) are created during registration. Once logged in, you can change your password under your personal account settings.

To reserve a Co-op Vehicle by phone:

- Have your account number on hand.

Remember to:

- Note the details of your Booking. It's up to you to know which Co-op Vehicle you have reserved, for how long, and where to find it.
- Give yourself extra time. Being late at the end of your Booking is always more expensive than booking extra time from the start. It can cost you the price of a cab or even a rental car for the next user along with other fees (see Appendix A). Allow for

unexpected delays.

- If you are going to be late returning the Co-op Vehicle, go online to extend your Booking. If you are not able to extend your Booking, please call the office immediately. Please note that informing staff that you will be late returning a Co-op Vehicle does not preclude you from being charged the appropriate late fees, outlined in the Rate Sheet (Appendix A).

Canceling a Booking

If your plans change, be sure to modify or cancel your Booking as soon as possible. Please see the Rate Sheet (Appendix A) for details on cancellation fees.

Accessing Co-op Vehicles

Inspect the Co-op Vehicle for any damage that may have occurred before you fob into the Vehicle. Reporting cosmetic damage larger than the size of a credit card that is not already listed in the Co-op Vehicle's damage notes is required and can be reported via the App or email before the start of a Booking. Members/Drivers are required to contact Member Services by phone if the damage may disrupt the safe operation of the Co-op Vehicle. When in doubt, call. If a Member/Driver does not report damage before starting a Booking, they may be held responsible for damages if Peg City Car Co-op determines the damage could have reasonably occurred during a Member/Driver's Booking.

When first arriving at a Co-op Vehicle, you will use your unique Key Fob or the App to gain access to the Co-op Vehicle you have reserved. Upon successfully registering, each Member/Driver is assigned a distinct Key Fob. **Key Fobs are not interchangeable. Only individuals who have successfully registered to use our service may drive a Peg City Car Co-op Vehicle using the Key Fob assigned to them upon registration.** The Co-op Vehicle can only be accessed by the Key Fob or the App associated with the Account Number used to make the Booking. Drivers that share an account can access each other's Bookings, but can only do so when using the Key Fob to access the Co-op Vehicle. Drivers cannot access Bookings made by someone else on an account with the App.

Members/Drivers fob in by placing the Key Fob in close proximity to the fob reader mounted low on the driver's side windshield. If the onboard hardware correctly reads your Key Fob, the doors will unlock and the engine will be mobilized. If you have no Booking, your licence

has expired in our system, your Key Fob has been marked as lost, and/or your account is suspended, the onboard hardware may not allow you access to the Co-op Vehicle through the Key Fob or App entry action.

Once the Co-op Vehicle is accessed, retrieve the vehicle key from the Key-Card Holder found inside the glovebox. Members/Drivers should keep the vehicle key with them at all times between Trips (i.e. during the course of your Booking) and should lock the doors with the vehicle key. Members/Drivers are responsible for the vehicle key. If the vehicle key is lost, stolen, or damaged, the Member/Driver may be responsible for replacement fees listed under *Other Fines + Infringements*.

Only secure the Co-op Vehicle with the Key Fob or the App when the Co-op Vehicle is returned to the Home Location and you wish to end your Booking. The vehicle key and Fuel Card should always be returned to the Key-Card Holder prior to securing the Co-op Vehicle at the end of your Booking via the Key Fob or the App. Fob out by placing the Key Fob in close proximity to the reader. Alternatively, open the App and end your Booking by following the instructions found on your phone (note: a Booking can only be shortened via the App or desktop software). When the fob out action is accepted, the doors will lock and the Co-op Vehicle's starter will immobilize, which prevents theft of the Vehicle. Confirm the Co-op Vehicle is secure by testing the driver door. If the door is not locked, one or more of the conditions required to end your Booking may not be satisfied. Members/Drivers are always responsible for ensuring the Co-op Vehicle is secure.

Failure to keep the Co-op Vehicle secure after each Trip or at the end of a Booking may lead to *failure to secure vehicle* fines as listed under *other Fines + Infringements*. If a Co-op Vehicle is stolen during or after your Booking, you may pay up to \$5000 plus downtime at regular hourly rates.

Returning the Co-op Vehicle

Before returning a Co-op Vehicle at the end of your Booking, ensure the following requirements are met:

- Any damage incidents or mechanical concerns are recorded via the App or email, or, if appropriate, staff have been notified by phone (see *Maintenance* section for more

information).

- The gas tank is at least $\frac{1}{4}$ full (see *Purchase of Fuel* section on how to fuel up).
- The Co-op Vehicle is parked in the designated Home Location.
 - If the usual designated parking spot has been occupied by another vehicle, wait a few minutes to see if the person is returning to their vehicle shortly. If they do not return, park the Co-op Vehicle as close to the designated spot as possible. As long as you are within approximately 200 meters of the designated Home Location and are able to park the Co-op Vehicle in a secure and legal spot that is not reserved for another person, you are not required to call Member Services. When in doubt, call Member Services at 204.793.3912 to let staff know that you were not able to park the Co-op Vehicle in its usual spot. Members/Drivers are always responsible for parking fines and towing fees incurred by improper parking.
- The interior is clean (free of personal belongings, garbage, and pet hair). If you mistakenly leave something in the Co-op Vehicle and return to collect it 30 minutes after your Booking has ended, you will be able to access the vehicle, as long as no other Member/Driver has already started a subsequent Booking. This entry to the Co-op Vehicle does not extend your Booking unless you drive. Driving a Co-op Vehicle without a proper Booking is prohibited.
- The vehicle key and Fuel Card have been returned to the Key-Card Holder and the Co-op Vehicle has been secured with the Key Fob or the App.
- All lights are **turned off** (if a battery is drained, the user at fault will be fined).
- The Vehicle is returned on time to its Home Location.
 - If you return the Co-op Vehicle earlier than the Booking end time, the remaining time will be treated as a cancellation. Cancelling a booking may reduce your booking cost (see *Cancellations + No Shows* for more details on our cancellation policies). When you end a Booking in the App, your Booking will automatically be shortened to the time you ended the Booking.

The Vehicle is Not There

If the Co-op Vehicle is not at its usual parking spot at the beginning of your Booking, please start by confirming in the App that you have a valid booking and are at the correct location. You may also use the App to locate the Co-op Vehicle if it's parked and nearby. If you cannot locate the vehicle in the App, please call Member Services at 204.793.3912. If you can

wait to see if the previous Member/Driver returns within 5 minutes, please consider doing so. When you confirm that you have the correct Booking, there are three options (please contact the office to assist):

1. Wait a few more minutes (if staff can confirm that the Vehicle is nearby).
2. Cancel the Booking without charge,
3. Change the Booking to another Co-op Vehicle, or
4. Arrange alternate transportation, such as a taxi.

The cost of alternate transportation will be reimbursed to your account as driving credit upon presentation of receipt up to a maximum of \$40. Reimbursements for a given month will be shown as a credit on your account within 1-2 invoice cycles. Peg City Car Co-op must authorize the use of alternative transportation and reserves the right to deny an alternative transportation claim.

Late Vehicle Returns

If you are late returning a Co-op Vehicle, whether you inconvenience another user or not, you will be charged a penalty as outlined in the Rate Sheet (Appendix A). This can potentially be avoided by extending the Booking time if the Co-op Vehicle is available. Bookings can be extended in the App (before the Booking has lapsed) or by calling 204.793.3912 between 7 am and midnight. **There is a \$1 fee for creating, modifying, or cancelling Bookings over the phone.**

If your late return forces another user to arrange alternate transportation, the Co-op may also charge you for the cost of alternate transportation for the other user (such as a taxi). To avoid late fees, you are strongly encouraged to allow for extra time when making Bookings.

Emergency Assistance

All Co-op Vehicles are covered by roadside assistance. This includes the costs of general maintenance, mechanical failures, and post-collision logistics (towing, etc). If you are in need of roadside assistance, call Member Services at 204.793.3912, and we will work to get you into another nearby Co-op Vehicle or get roadside assistance out to you.

Peg City Car Co-op does not cover costs that arise from improper or negligent use of a Co-op Vehicle by the member (e.g. driving in inclement weather, accessing unmaintained roads, not properly powering down vehicle, etc) , including, but not limited to, towing services, drained batteries due to key left in the ignition, lights left on, etc. The Co-op reserves the right to charge members for these costs.

Maintenance

Peg City Car Co-op performs regular maintenance checks on its Co-op Vehicles. During use of the Co-op Vehicle, Members/Drivers must report any mechanical issues via the App, by email, or by calling Member Services. Any reasonable suspicion of urgent need for servicing and/or repair should be reported immediately by calling Member Services (e.g. oil light, overheating, flat tire, check engine light). In the case a Co-op Vehicle is experiencing a major mechanical failure², the Member/Driver is required to pull over as soon as it's safe and turn off the Vehicle. If Peg City Car Co-op determines that a Member/Driver operated a Co-op Vehicle during a major mechanical failure, and assesses that the Member/Driver should have reasonably known that they needed to cease normal operations of the Vehicle, the Member/Driver may be responsible for the total cost of repair or replacement of the Vehicle.

In cases where the Member/Driver must service the Vehicle during a Booking, all repairs must be pre-authorized by staff. Record any purchases you make out-of-pocket (e.g. gas, windshield washer fluid, etc.) and attach receipts via the App or by sending us an email. Credits will appear on your account within 1-2 invoice cycles.

If a maintenance or damage issue occurs outside of Peg City Car Co-op's on-call hours, the Member/Driver may call towing services for assistance, but the Member/Driver must take reasonable steps to ensure that costs are not excessive. Information on towing services in Winnipeg can be found in the glovebox. If Peg City Car Co-op determines that the damage or maintenance event was caused by Member/Driver error, Peg City Car Co-op has the right to refuse reimbursement for towing service costs.

² Examples of major mechanical failures include, but are not limited to, engine overheating, low oil, electronic failures, transmission failure, flat tire(s), leaking fluids, etc.

Collisions and Damage

Any collision or damage in connection with the Co-op Vehicle that you are using must be immediately reported to staff and, if applicable, to the police. You are obligated to use your best efforts to secure evidence from any available witnesses and, to the extent possible, provide the Co-op with a completed incident report outlining the information of all those involved, the details of what happened in the collision, and the damage incurred. An incident guide can be found in the glove box. Incident reports can be emailed or supplied via the App. After a collision, you may only continue your Trip with explicit permission from Peg City Car Co-op's staff.

If a Member/ Driver authorized by you is found to have engaged in inappropriate use³ of Peg City Car Co-op Vehicles, and is not covered by the Co-op's insurance policy due to inappropriate use, and (a) there is any loss or damage to Co-op Vehicles, including the costs of temporarily replacing a Co-op Vehicle during repairs, or (b) there are any claims by third parties against Peg City Car Co-op, the Member/Driver will be held responsible for the full cost of loss, damage, or claim.

Not-At-Fault Collisions:

- The Co-op will pay the damage fee if you are **deemed not at fault** even though you were operating the Co-op Vehicle (e.g. you were hit from behind while stopped).
- No individual Member/Driver will be held liable for any increase in the Co-op's insurance premiums as a result of a collision; the Co-op, as a whole, will absorb the increase.

At-Fault Collisions:

- If you are **deemed at fault**, you are responsible for the deductible and any costs related to the collision. As a Member/Driver of the carshare, you have three options in terms of coverage in case of an at-fault collision (Please see *Insurance Coverage* section for more information)⁴. Your liability will normally include up to the \$800 damage fee, providing the damages resulting from the collision are covered by the

³ Examples of inappropriate use include, but are not limited to, fraudulent behaviour, driving while intoxicated, driving with a suspended, expired, or otherwise invalid licence, careless or dangerous driving as defined by *Highway Traffic Act*, allowing an unauthorized driver to operate a Peg City Car Co-op Vehicle.

⁴ At-fault collision refers to any collision where the Member/Driver is deemed to be 50% (or greater) responsible for a collision.

Co-op's insurance policy. Alternate options (see *Insurance Coverage*) available to members must be arranged prior to a collision occurring to be valid.

- All Peg City Car Co-op Vehicles are covered by \$4.8m third party liability coverage. However, you will be liable for any claims by third parties against you or the Co-op that are not covered by Peg City Car Co-op's insurance policy or arise out of inappropriate use of a Co-op Vehicle.
- If, during the time that you booked a Co-op Vehicle (unless you have cancelled the Booking or returned the Co-op Vehicle early and updated your Booking to reflect this early return), damage occurs to the reserved Co-op Vehicle or claims are made against Peg City Car Co-op or you for damages resulting from the use of the Co-op Vehicle, you will be deemed to be using the Co-op Vehicle and be responsible for any costs incurred by the Co-op.
- If an at-fault claim is made, and you have another at-fault collision within three (3) years, your status as a Driver with the Co-op may be suspended or terminated.
- Peg City Car Co-op reserves the right to not renew Damage Pool after an at-fault collision (see *Insurance Coverage*).

Insurance Coverage

Peg City Car Co-op Members/Drivers have three options to protect them in case of a collision or damage to the Co-op Vehicle during a Booking⁵:

<p>Insurance Summary The best option for both our Members/Drivers and the Co-op is CLDI on a credit card. The next best option for members is the Damage Pool. All vehicles are insured through MPI.</p>

1. **Basic Coverage**

All Members are covered by Peg City Car Co-op with our basic up to \$800 damage deductible coverage in the event of an at-fault collision and \$4,800,000 Third Party Liability (TPL). Personal Injury Protection (PIP) coverage (bodily injury) also applies to drivers and passengers while they are occupying a vehicle in Manitoba.

While you have a Co-op Vehicle booked, you are responsible for it. In the event of an unfortunate incident causing damage to a Co-op vehicle during your Booking, your damage fee is up to \$800. **All Member/Drivers under the Basic plan will be charged a \$0.50 damage coverage fee per Booking.**

⁵ Negligent behaviour or failure to secure a Vehicle after it has been damaged may result in the voiding of insurance/damage coverage options.

2. Damage Pool

If Members/Drivers wish to reduce the risk of paying the \$800 damage fee in the case of an at-fault collision, they have the option of joining the Damage Pool (see Damage Coverage Options below for more details). When you join the Damage Pool, every Driver on your household account is fully covered by all aspects of Peg City Car Co-op's Damage Pool program.

The Damage Pool program is charged on a monthly basis with a twelve-month commitment. Damage Pool is non-refundable, and at the time of account closure, the remaining Damage Pool fee will come due immediately. There is a base charge for Damage Pool and an additional fee per driver for Member accounts with additional drivers. Damage Pool options with associated fees are listed in the table below.

3. CLDI Coverage

Collision Loss Damage Insurance (CLDI) is insurance provided by some credit card providers. Take advantage of this protection by paying your Peg City Car Co-op invoices with a credit card offering CLDI.

Contact your credit card company to see if your card carries this insurance, then indicate on your Peg City Car Co-op account that you are using your credit card's CLDI coverage. By doing so, you will be declining the Damage Pool coverage and damage fees provided by Peg City Car Co-op.

Peg City Car Co-op is not responsible for any limits or exclusions placed on CLDI by the underwriter of the insurance program. **CLDI may not cover trucks, cargo vans, or specialty vehicles. Please check your insurer's terms and conditions for details on exclusions.**

If a claim is denied, the Member may be responsible for the total cost of Vehicle repair.

Damage Coverage Options

Coverage Option	Cost	Damage Event Fee
Basic	\$0.50 a Booking.	Up to \$800
Damage Pool	\$4/month + \$1 per additional driver*	\$100
Damage Pool Plus	\$6/month + \$1 per additional driver*	\$0
Collision Loss Damage Insurance (CLDI)	\$0	\$30 Administrative Processing Fee

***Minimum 12-month commitment.**

Treatment and Operation of Co-op Vehicles

As a Member/Driver, you agree to treat the Co-op's Co-op Vehicles carefully. Remember, you and others cooperatively own these Co-op Vehicles. You must operate the Co-op Vehicle according to the operator's manual located in the vehicle. You will be liable for any damage to the Co-op Vehicle that results from disregarding these rules.

Peg City Car Co-op Vehicles must not be:

- Smoked in;
- Driven in any race or competition;
- Used for any illegal purpose;
- Used while the driver is under the influence of any intoxicating or impairing substance or narcotic; or
- Used with any open alcoholic beverage, cannabis, or controlled substance in the passenger compartment.

Cleaning & Maintenance

- Clean up after you've used the Co-op Vehicles – the Co-op will be happy to reimburse you for car washes and vacuums (receipts can be uploaded in the App), but you will be held responsible for the cost of cleaning major or unreasonable messes.
- Pets may only be transported in Co-op Vehicles that are designated as pet friendly

in the Booking Software. Pets must travel in the rearmost cargo area only. Use a pet carrier (kennel) or a full coverage barrier (e.g. tarp, pet specific upholstery cover) between the animal and the Vehicle, and clean the Co-op Vehicle after use. Failure to ensure removal of all pet hair can lead to cleaning penalties. Please see *Other Fines + Infringements* for breakdown of penalties.

Peg City Car Co-op has the right to collect data on driving habits (eg. excessive speeding, harsh acceleration or braking, etc.) and reserves the right to warn, suspend, or remove a Member/Driver if found to be excessively speeding and/or driving aggressively.

By treating the Co-op Vehicles with respect, you can help keep the Co-op's rates low and ensure that a reliable Vehicle is ready for you when you need it. Good driving habits mean lower maintenance bills, fewer breakdowns, and less harm to the environment.

The following is general advice for treating the Co-op Vehicles carefully:

- In conditions below -20C, it is not necessary to let the Vehicle warm up for more than 30 seconds. Drive gently for the first few kilometres while the Vehicle warms.
- In winter, ensure that all windows have good visibility (i.e. clear of frost, snow, etc).
- Do not rev the engine – you shouldn't need to touch the gas until you shift into gear.
- Accelerate gently, especially for the first few minutes.
- Brake gently, turn corners gently, and slow down for bumps.
- Clean all the windows and mirrors often (best to use a squeegee at a gas station).
- Don't idle for more than 10 seconds while parked (turn off the engine).
- If you notice engine troubles or other mechanical or safety features that may endanger you and/or damage the Co-op Vehicle, please advise the Co-op immediately at 204.793.3912.
- Do a visual check of the tires and either let Member Services know if any of them seem low or fill them with air. There is a tire pressure gauge provided in each Co-op Vehicle (located in the glovebox) should you need to check the tire pressure.

Driver's Licence

You must carry a valid driver's licence during every trip. Your driving privileges are conditional on you possessing a valid driver's licence. If your licence is suspended, withdrawn, or expired for whatever reason, your right to drive Peg City CarCo-op Vehicles

ends immediately. You must inform the Co-op immediately of any suspension, expiry, or withdrawal of your driver's licence. Peg City Car Co-op may conduct a yearly driver's abstract check on each Member/Driver.

Lost & Found

Lost items are collected by staff during regular visits. Items can be retrieved from the Peg City Car Co-op offices. Small and inexpensive items such as sunglasses or touques may be left in the vehicle.

If the item is unclaimed, it will be held by Peg City Car Co-op for a total of 90 days from the time the item is brought to our office, after which unclaimed items will be donated or disposed of.

Traffic Violations/Parking Fines

Members/Drivers are individually responsible for any traffic violation or parking fines accumulated during the period for which a Co-op Vehicle is reserved. All fines that are processed by Peg City Car Co-op are subject to an administrative charge. If the fine goes unpaid by the Member/Driver and is forwarded to the Peg City Car Co-op office, the Co-op will charge the fine amount on the Member/Driver's monthly invoice. See the Rate Sheet (Appendix A) for details. Peg City Car Co-op reserves the right to set the terms of payment for traffic violations.

If a Co-op Vehicle is towed and impounded for illegal parking while a Member/Driver has a Booking, the Member/Driver is responsible to immediately contact Member Services at 204.793.3912. In this event, the Member/Driver will be responsible for all reasonable costs, court, and legal fees incurred by Peg City Car Co-op in recovering the Co-op Vehicle.

Monthly Invoices

Full Co-op Members will receive an emailed invoice each month showing a tally of fees owing, based on hourly and per kilometre rates. The invoice includes fees for Additional Drivers on the account, as well as a tally of credits for reimbursements. As a Member/Driver, you agree to be bound by the current usage rates and pay for your usage as you are billed.

All Member accounts receive a credit limit of \$1000. Any usage above the \$1000 credit limit

must be prepaid. Peg City Car Co-op reserves the right to change credit limits without notice.

Casual Drivers are billed on a pay-as-you-drive basis. Casual Drivers are required to have a credit card on file, and each Booking is deducted automatically from that card. Casual Drivers will receive a monthly email as well, but this does not reflect the most up-to-date information regarding your usage. Please log into your personal account to see an accurate reflection of upcoming or completed Bookings, as well as any payments made.

All Casual accounts receive a credit limit of \$200. Any usage above the \$200 credit limit must be prepaid. Peg City Car Co-op reserves the right to change credit limits without notice.

Invoices will be emailed to all Member and Casual accounts one (1) week in advance of being charged through pre-authorized payment by credit card, if pre-authorized payment has been activated on the account. Accepted payment methods are Visa or Mastercard, e-transfer, or cheque. In the event of insufficient funds or decline of payment, a penalty fee will be charged as outlined in the Rate Sheet (Appendix A). Upon the discretion of the Co-op, driving privileges will be suspended until full payment has been made. While Peg City Car Co-op endeavours to send invoice emails to all Members with activity on their account, Peg City Car Co-op is not responsible for ensuring that Members receive an invoice. All Member and Casual accounts are responsible to check their account via the Booking Software for their most recent invoice or balance owing. All Member and Casual accounts agree to the payment terms stipulated on the monthly invoice.

Termination of Membership by Peg City Car Co-op

The procedures that permit Peg City Car Co-op to suspend your right to drive or to terminate your membership in the Co-op are described in the By-laws, Section 6.12:

Termination of Membership for Cause

6.12 If a Member's conduct is considered to be detrimental to the welfare of the Cooperative, the board or an officer of the Co-op may terminate the membership of the Member for cause and shall provide notice via letter or written electronic communication. The Member may appeal to the board within 7 days of the notice of termination. The Board of Directors shall meet 30 days from the date of receiving the

appeal. The Member is entitled to appear, either personally or with an agent or counsel, to make submissions at the meeting.

As an Additional Driver, if the sponsoring Member's membership is terminated or their driving rights are suspended, then your right to drive will be suspended until either the sponsoring Member's driving rights are reinstated, or you have become a Member by purchasing the required shares.

Peg City Car Co-op has the right to temporarily suspend the right of any Member/Driver's access to any Co-op Vehicles and property without prior notice if Peg City Car Co-op believes that the Member/Driver has violated any terms or conditions of the Member/Driver Contract, the Membership Manual, or the By-Laws. Peg City Car Co-op will only suspend a Member/Driver's right to Peg City Car Co-op Vehicles and property without notice where it is the opinion that doing so is necessary to protect the property of the Co-op or the safety of its Members/Drivers or the public.

Peg City Car Co-op will notify the suspended Member/Driver within two (2) working days, stating the reason(s) for the suspension. The Member may appeal to the Board within seven (7) days of the notice of termination. The Board of Directors shall meet thirty (30) days from the date of receiving the appeal. The Member is entitled to appear, either personally or with an agent or counsel, to make submissions at the meeting.

Termination of Account by Member/Driver

Members/Drivers may terminate their membership in writing at any time. The termination will only be effective upon the Member/Driver's return of the Key Fob in their possession as well as those of any Additional Drivers associated with the Member's account. If the Key Fob is not returned, the Co-op will charge a "lost Key Fob" fee to the Member/Driver's account. The full value of the Member's shares will be reimbursed, less any liens for unpaid accounts, sixty (60) days after membership termination. Peg City Car Co-op reserves the right to extend Member Share returns to ninety (90) days. Additional Drivers associated with the Member's account can purchase the required shares to become a Member and retain driving privileges.

Severability

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

Amendments to the Manual

Peg City Car Co-op, acting reasonably, can amend this Manual at any time upon notice to all Members as outlined herein. Members have a role in deciding the terms of the Manual through their right to elect the Board of Directors of the Co-op. Amendments will not be effective any sooner than thirty (30) days from posting notice to our members.

Peg City Car Co-op can amend the Rate Sheet (Appendix A) at any time in accordance with the provisions of the Rate Sheet of this Manual. Rate amendment changes will not be effective any sooner than thirty (30) days after they are approved. Any agreement made that differs from the terms of this Manual must be made in writing and signed by an authorized representative of the Co-op.

Limitation of Liability

To the extent permitted by law, the Member/Driver waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for damages arising from the condition of a Co-op Vehicle, except in cases of gross negligence.

The Member/Driver also waives any right they may have to sue or make claims against Peg City Car Co-op and its directors, employees, or other Members/Drivers for a Co-op Vehicle not being available at the time it was booked.

If Peg City Car Co-op is delayed or prevented from exercising its obligations in accordance with this agreement due to circumstances beyond its reasonable control, including, without limitation, strikes, lockouts, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, act of God, or other similar causes, then such failure to meet obligations shall not be a breach of this agreement.

Notwithstanding anything to the contrary contained in this agreement, Peg City Car Co-op will not, under any circumstances, be liable for consequential, incidental, special, or

exemplary damages arising out of or related to this agreement, including but not limited to lost profits, loss due to inability to obtain data, loss of business, or loss of anticipated profits, revenue, or use, even if apprised of the likelihood of such damages occurring.

Notwithstanding anything to the contrary contained in this agreement, under no circumstances will Peg City Car Co-op's total liability of all kinds arising out of or related to this agreement or otherwise in connection with a Co-op Vehicle (including, but not limited to, warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, equity or otherwise, exceed the total amount paid and/or owed by the Member/Driver to Peg City Car Co-op under this agreement in the three (3) months immediately preceding the event that first gave rise to the claim.

Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by Peg City Car Co-op to the Member/Driver and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement and all provisions shall be applied to the fullest extent permitted at law.

The limitations in this section will apply notwithstanding the failure of the essential purpose of any limited remedy in this agreement.

Waiver

Any waiver of the provisions of this agreement or the Member's Terms or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or the Member's Terms or its rights or remedies at any time will not be construed as a waiver of the party's rights and will not in any way affect the validity of the whole or any part of this agreement or the Member's Terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this agreement or the Member's Terms will not preclude the enforcement by the party of any other right or remedy under this agreement or the Member's Terms or that the party is entitled by law to enforce.

Appendix A: Peg City Car Co-op Rate Sheet

Members/Drivers have access to a fleet of Co-op Vehicles owned and shared by the Co-op. Members/Drivers pay fees for membership and access to Co-op Vehicles. Revenue generated by membership, usage, and miscellaneous fees sustains the growth and operations of Peg City Car Co-op.

The rates and fees set out in this sheet may change from time to time as approved by the Board. Changes will not take effect sooner than 30 days from the time Members/Drivers are notified.

Co-op Membership	
Registration	<p>Member Share: One-time, refundable \$500 Member Share purchase Application fee*: \$25 Additional Member & Member Plus Drivers: Add up to four Drivers per Member account. All activity is billed to the Member account. Cost per Additional Driver: \$25 application fee</p> <p>Additional Corporate & Non-Profit Plus drivers: Unlimited Additional Drivers, \$25 application fee per Driver. Minimum five Drivers required to be eligible for Corporate & Non-Profit Accounts.</p> <p>*Application fee includes \$10 cost of purchasing MPI Driver Abstract.</p>
Usage Fees ⁶	<p>Member plan: \$0 per month \$5 per hour (\$40/day)**, \$0.40 per km, first 50 km per Booking \$0.20 per km over 50 km per Booking **\$0.50 per hour additional charge for large and loadable Vehicles (e.g. trucks, minivans, cargo vans)</p> <p>Member Plus plan: \$30 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50 km per Booking</p>

⁶ Peg City Car Co-op reserves the right to charge a fuel surcharge to protect the co-op from price fluctuations. See Fuel Surcharges before for more details.

	<p>\$0.20 per km over 50 km per Booking **\$0.50 per hour additional charge for large and loadable Vehicles (e.g. trucks, minivans, cargo vans)</p>
	<p>Corporate Member Plus plan: \$50 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50 km per Booking \$0.20 per km over 50 km per Booking **\$0.50 per hour additional charge for large and loadable Vehicles (e.g. trucks, minivans, cargo vans)</p>
	<p>Non-Profit Plus plan: \$0 per month \$3 per hour (\$24/day)**, \$0.40 per km, first 50 km per Booking \$0.20 per km over 50 km per Booking **\$0.50 per hour additional charge for large and loadable Vehicles (e.g. trucks, minivans, cargo vans)</p>
	<p>Maximum hourly charge per day (24hrs): 8 hrs on both weekdays and weekends. Free overnight hours between midnight and 7am.</p>
Casual Driver	
Registration	<p>Casual plan: \$4.50 per month Application fee*: \$25 Note: Casual Drivers are not eligible for Member/Additional Driver perks, such as no hourly charge between midnight and 7am, special discounts from partners, etc. *Application fee includes \$10 cost of purchasing MPI Driver Abstract.</p>
Usage Fees	<p>\$7 per hour (\$56/day)** \$0.40 per km, first 50 km per Booking \$0.20 per km over 50 km per Booking **\$0.50 per hour additional charge for oversized Vehicles (e.g. trucks, minivans, cargo vans)</p> <p>Maximum hourly charge per day: 8 hrs on weekdays and weekends.</p>

Included

Fuel, insurance, maintenance, Home Location parking, and roadside assistance⁷ are included.

Referrals

Refer Peg City Car Co-op to someone who joins and you each get a \$25 driving credit, plus the referred Member's application fee waived. Ask Member Services for the promo code!

Taxes

RST/PST and/or GST apply to all monthly fees and usage.

Damage Pool

To reduce or eliminate the \$800 damage fee in the event of an at-fault collision, Members/Drivers can join the Damage Pool. Once subscribed, you will be automatically charged monthly. Please see *Insurance Coverage* options on pages 8-9 of the Member Manual.

Fuel surcharge/rebate

A fuel surcharge or rebate addresses unpredictable gas prices while keeping rates stable and fair and may affect the per kilometre driving rate. The surcharge is calculated based on average gas prices in Winnipeg from the previous month and is applied to the next month once the price of gas is above \$1.20/litre. At that point, the surcharge increases by one cent for every 10 cent increase in the price of a litre of gas. For example, if the average price of gas in Winnipeg is \$1.40/litre in March, the fuel surcharge would be \$0.02 in April. The fuel rebate applies in the same manner, for every \$0.10 below \$1.00/litre. The fuel surcharge is either added or subtracted from the base kilometre rate. Fuel surcharges/rebates are prorated to the tenth of a cent. The fuel surcharge is not discounted.

Cancellation + No Shows

There is no charge for cancelling a Booking more than 8 hours before the Booking starts, or if the Booking is cancelled before 7am on the day of. Additionally, there is no charge for cancelling within 15 minutes of creating a Booking.

No Show Bookings are charged 150% of the hourly rate. A No Show means you did not cancel and did not use the Co-op Vehicle you booked.

⁷ See *Emergency Assistance* for more details.

Cancelling is always less expensive than not showing up.

Our cancellation policy works as follows:

Time of cancellation, shifting or shortening of a Booking	Associated Fee
Before 7am on the day of the Booking	No cancellation fee.
8 hours before the start of a Booking	No cancellation fee.
Within 15 minutes of making a Booking	No cancellation fee.
Within 8 hours of the start a Booking	50% of value of the Booking for all billed hours in a 24 hour period
During the Booking within the first day (24hrs)	100% for all elapsed time and 50% of the value of the Booking for all billable hours within the first day (24hrs).
During the Booking after the first day (24hrs)	No cancellation fee.
After the Booking is completed with no access/driving	No-show fee of 150% of the total value of the Booking.

Late return + use of Vehicle beyond Booking

The charge for returning a Peg City Car Co-op Vehicle is \$20 if the Co-op Vehicle is returned to its designated Home Location between 5 and 30 minutes late. An additional \$20 fee will be applied if the Vehicle is returned to its designated Home Location more than 30 minutes late. The Booking Software will also automatically adjust the Booking end-time to reflect the actual usage period. For example, if a booking ends at 5:00pm, but the Booking Software detects usage until 6:00pm, the Booking end-time will be adjusted to 6:00pm.

If a Co-op Vehicle is more than one hour late, a \$5 per hour fee may be applied to the Booking. The \$5 fee may be applied to any period that exceeds the one-hour threshold, including if the Co-op Vehicle is booked overnight (free hours for Members), and/or if the maximum hourly charge has been reached.

Peg City Car Co-op reserves the right to charge the cost for alternate transportation for the

inconvenienced Member/Driver.

Late return charges are intended as a penalty for returning Co-op Vehicles late and should not be construed as an allowance to return Co-op Vehicles late. Peg City Car Co-op reserves the right to suspend or terminate accounts for late returns.

All users deserve to have their booked car ready and waiting for them at the booked time. As soon as you think you'll need the car longer than originally booked, add additional time in the App or call us to extend your time.

Securing a Co-op Vehicle

Members/Drivers are required to secure the Co-op Vehicle at all times. Members/Drivers are required to keep the vehicle key with them at all times during their Trip. When a Member/Driver ends a Booking at the Vehicle's Home Location, they are required to secure the Co-op Vehicle by placing the key and Fuel Card back into the Key-Card Holder and then use the App or Key Fob to disable the ignition and lock the Vehicle. The Member/Driver is always responsible for ensuring the Vehicle is locked. Failure to ensure that the Vehicle is locked leaves the Vehicle vulnerable to theft and/or vandalism. Peg City Car Co-op Vehicles are equipped with warning devices to ensure that the Member/Driver is aware that the Co-op Vehicle is not secured properly. The aids installed by Peg City Car Co-op are meant to help the Member/Driver, but it is always the Member/Driver responsibility to ensure that the Vehicle is secure. Peg City Car Co-op will not be held responsible for an unsecured Co-op Vehicle if an installed warning device malfunctions. Leaving a Co-op Vehicle unsecured after the end of a Booking/Trip may incur a charge of \$20, and up to \$5000 for lost revenue and/or damages.

Purchase of Fuel

While the cost of gas is included in our rates, every Member is responsible for fueling up during their Bookings. If the gas level is at or below ¼ tank during a Trip, we ask that Members fuel up. A Shell Fuel Card (from here on referred to as the Fuel Card) is provided in all Vehicles. **The Fuel Cards are accepted anywhere in Canada.⁸ The Fuel Cards only allow pay-at-the-pump fuel purchases.**

⁸ In-station transactions will be declined. Cards will not function outside of Canada.

Although we provide Fuel Cards for your convenience, it is important that you always maintain the ability to make any purchase payments that may be required in the course of your Booking. Members/Drivers may be required to fuel out-of-pocket. Accounts will be reimbursed for purchases as a credit within 1-2 invoice cycles. Washer fluid and accessories like windshield scrapers must be purchased out-of-pocket. Any irregular non-fuel expenses (e.g. engine oil) must be approved by Peg City Car Co-op Staff. Peg City Car Co-op will not be held responsible for a card or terminal malfunction.

Always select regular grade gasoline.

Fuel Cards must be activated via the App to work.

- Card is located in the glovebox in the Key-Card Holder
- During your Booking, click "Credit card" in the reservation banner from the App.⁹
- The PIN you need to enter at the pump will be displayed.
- Insert card and follow terminal prompts.
- Pre-authorize \$100 and select Regular grade gasoline. **Do not submit a receipt.** Dispose of at your convenience.

If you are unable to use the Fuel Card for any reason, please pay for gas out-of-pocket and submit the receipt for reimbursement via the App or by email. Do not submit the receipt twice.

Other Fines + Infringements

Cancellation/No show fees	See Cancellation + No Show Policy
Creating/Extending/Modifying Booking over the phone	\$1 per call
Late return	less than 30 minutes: \$20 / more than 30 minutes additional \$20 (\$40 total)
Lost Key Fob	\$15 (refund provided if fob is found))

⁹ You must have the App installed on your phone to use the Fuel Card. If there is a poor cellular connection you may need to pay out of pocket.

Lost vehicle key	\$50 admin fee plus the replacement cost of the car key
Gas left under ¼ tank	\$20 ¹⁰
Vehicle interior left dirty or messy	Cleaning/detailing costs up to \$500
Failure to use effective pet barrier	\$50 admin fee plus cleaning/detailing costs up to \$500
Smoking in Vehicle	\$100 fee plus cleaning/detailing costs
Abandoned or unreturned vehicle ¹¹	Up to \$100 fee plus any additional travel costs incurred by Peg City Car Co-op staff or member
Drained battery	\$40 fee plus any applicable costs related to towing, boosting, etc.
Parking and traffic tickets	\$25 admin fee plus cost of ticket if processed by the Co-op
Processed CLDI claim	\$30 admin fee
Towed or winched car	\$50 admin fee plus any applicable towing and/or impound charges, as well as the cost of alternate mode of travel for any affected Members and compensation to the Co-op of hourly rate while the Vehicle is unavailable
Small repairs (if user responsible)	Up to \$800 ¹² and/or partial or full payment for the hourly rate while Vehicle is unavailable
Failure to record Vehicle damages	\$50 fee and/or partial or full payment for

¹⁰ This charge also applies to failure to plug-in electric Co-op Vehicles.

¹¹ This charge is applied anytime Peg City Car Co-op staff must retrieve a Vehicle or where a vehicle was left in a location that was not reasonably retrievable by the next member and where Peg City Car Co-op was not notified..

¹²Only applicable to drivers without CLDI or Damage Pool coverage. See *Insurance Coverage* for details.

	Vehicle repairs, and/or the hourly rate while the Vehicle is unavailable
Failure to secure Vehicle	\$50 fee plus up to \$5000 for lost revenue and/or damages if Vehicle is stolen
Insufficient funds for payment	\$15
Interest on overdue balance	1.25% compounded monthly (18% annually), driving privileges suspended after 30 days without payment