



Member Manual

TO BOOK A CAR

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MEMBER MANUAL

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1. 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” or “Vehicle” means a Vehicle owned or leased by Peg City Car Co-op and 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.
- “FIX” is our round-trip service, where Vehicles are booked up to six (6) months in advance for a predefined time period and which are picked up and dropped off at a specific defined station.
- “FLO¹” is our free-floating service, where Vehicles are selected up to thirty (30) minutes in advance with no predefined Booking, and which can be returned anywhere in the FLO Zone.
- FLO Drop-Off Point is designated on-street or off-street location generally, but not exclusively, located outside the FLO Zone, where it is also possible to start and end a trip with a FLO Vehicle.
- “FLO Pass” is a Peg City Car Co-op product that gives Members/Drivers access to FLO Vehicles for up to 30 minutes or less at no additional cost.

¹ “FLO” is a trademark of Services Flo Inc. used under a limited license.

- “FLO Zone” is the designated geographical area where it is possible to start a trip and return a FLO Vehicle in any legal on-street parking spot.
- “Key-Card Holder” is the device found in the glove box 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 associated with 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 complaints over the phone or email.
- “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 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 FIX Vehicles and where Members/Drivers are expected to return a Vehicle when a Booking is completed.

2. THE BASICS

This section provides basic information on carsharing, including information on signing up, how carsharing works, and what Members/Drivers need to know before accessing a Peg City Car Co-op Vehicle, whether it's a round-trip (FIX) or free-floating (FLO) Vehicle.

2.1. 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. Peg City Car Co-op offers two types of carsharing products: round-trip (FIX) and free-floating (FLO).

2.2. 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 FIX Co-op Vehicle has its own designated Home Location, while FLO Vehicles can be returned to any legal parking spot in the FLO Zone. Co-op Vehicles must be returned to their Home Location or FLO Zone when a Booking is complete. As a user, you reserve the FIX Vehicles 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. FLO Vehicles do not require a defined Booking or return time and are reserved up to 30 minutes before their intended use.

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 access a Co-op Vehicle using the App. During Trips within a single Booking, you keep the vehicle key with you. At the end of your Booking, return the car to the designated Home Location or FLO Zone, then secure the Co-op Vehicle. You secure the Co-op Vehicle by placing the vehicle key into the Key-Card Holder then using the Key Fob or App to lock the Co-op Vehicle and end the Booking. The Booking Software logs both the duration and distance driven during your Booking, which is used for billing to your account.

2.3. 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 equivalent²;
- 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.

2.4. Online Access

As an online and self-serve carsharing service, Peg City Car Co-op offers both an App and desktop Booking Software that each Member/Driver will gain access to once successfully registered. Although not mandatory, we highly recommend that Members/Drivers of Peg City Car Co-op have reliable access to a smartphone and the internet in order to enjoy the most consistent and convenient experience with our service.

To reserve a Co-op Vehicle online, you will need your password and member number/username (your email address), which are created during registration. Once logged in, you can change your password under your personal account settings.

To reserve a Co-op Vehicle with our Member Services staff over the phone, please have your member number on hand.

2.5. 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 account³. More than five Drivers can be associated with the 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).

² If you don't have a 5F or equivalent licence please see our learner and intermediate drive program on our website: <https://www.pegcitycarcoop.ca/about/adding-a-learning-or-intermediate-driver/>

³ Casual Drivers are not permitted Additional Drivers.

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.

2.6. 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.

2.7. Rates/Fees

The current rates and charges 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.

2.8. 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.

2.9. 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.

2.10. 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.

2.11. 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.

2.12. 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 Car Co-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.

2.13. Lost and 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 toques 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.

2.14. 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.

2.15. Purchase of Fuel and Electricity

While the cost of gas and electricity is included in our rates, every Member is responsible for fueling or charging up as required in the course of a Booking.

If the gas level is at or below ¼ tank during a Trip, we require that Members fuel up.

All Battery Electric Vehicles (BEV) have chargers at their home stations. Members must also always plug an BEV at the end of their booking and confirm the Vehicle is charging. When driving a BEV, Members are required to call Member Services if the range is less than 30 km upon return.

For gas-powered vehicles, a Shell Fuel Card is provided in all Vehicles. The Fuel Cards are accepted at all gas stations in Canada that have a pay-at-the-pump option.⁴ To facilitate charging outside of the Vehicle's station BEVs are equipped with Flo Inc. Charge Cards, which work at Flo Inc. and ChargePoint location.

How to fuel up:

- Card is located in the glove box in the Key-Card Holder.
- Fuel Cards must be activated via the App to work.
- During your Booking, click "Fuel card" in the reservation banner from the App.⁵
- The PIN you need to enter at the pump will be displayed.
- Insert card and follow terminal prompts.
- Pre-authorize \$100 and always select regular grade gasoline. **Do not submit receipts. Instead, dispose of them at your convenience.**

⁴ In-station transactions will be declined. Cards will not function outside of Canada.

⁵ 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.

How to charge on the go:

- Charge Card is located in the glove box in the Key-Card Holder.
- Tap the Charge Card on the station's RFID reader (look for the tap symbol.)
- Listen for the click/beep and pull the plug out of the station.
- Open the charge port door and insert plug into socket.
- Once you're done charging, tap the charge card on the RFID reader and pull the plug out of the Vehicle's socket.⁶ **You may need to unlock the Vehicle's doors to release the plug.**

Although we provide Fuel and Charge 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 need to pay for fuel or electricity out of pocket. Itemized receipts can be submitted via the App or email. Accounts will be reimbursed for purchases as a driving credit within one invoice cycle. We cannot verify your purchase without an itemized receipt.

Washer fluid and accessories like windshield scrapers must be purchased out of pocket, and will also be reimbursed as driving credit to the main account holder. 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.

2.16. 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 call Member Services 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 used to make the Booking. Drivers that share an account can access each other's Bookings.

Members/Drivers fob in by placing the Key Fob in close proximity to the fob reader mounted low on

⁶ Some charging providers may apply idling fees if the vehicle is plugged in for too long. Peg City Car Co-op is not responsible for idling fees and will only reimburse for actual charging fees.

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 glove box. 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 \$10,000 plus downtime at regular hourly rates.

2.17. Returning Co-op Vehicles

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

- Any major damage incidents or mechanical issue during the course of a Booking are immediately reported by phone to Member Services (any minor incident may be reported by the App or email)⁷.

⁷ A minor damage incident or mechanical issue is defined as something that does not affect the safe operation of the vehicle and that will not lead to additional damages if operation of the vehicle continues. An example of a minor damage incident includes light abrasions to a door panel. An example of a minor mechanical issue is that the interior cabin light has burned out. The examples provided are non-exhaustive and are not meant to cover all possible scenarios. It is the Member/Driver's responsibility to properly secure a Vehicle and to contact Member Services if they are unsure if the issue is major or minor. If a Member/Driver does not contact Member Services, leading to additional damages to the Vehicle, which may void insurance or warranty, the

- The gas tank is at least $\frac{1}{4}$ full (see *Purchase of Fuel* section on how to fuel up).
- The interior is clean (free of personal belongings, garbage, and pet hair – see transporting pets). If you mistakenly leave something in the Co-op Vehicle and return to collect it up to 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).

3. FIX RULES

The FIX Rules section reviews all important information that a Member/Driver needs to know about booking, accessing, and returning a FIX Vehicle. Members/Drivers must treat FIX and FLO vehicles distinctly as they are not interchangeable products. Failure to follow FIX policies or vice versa may lead to additional penalties, and/or suspension/termination of use privileges.

3.1. Booking

FIX Vehicles can be reserved by a Member/Driver up to six (6) months in advance. To use a FIX 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.

Remember to:

- Note the details of your Booking. It's up to you to know which FIX 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 Member Services immediately. Please note that informing staff that you will be late returning a FIX Vehicle does not preclude you from being charged the appropriate late fees, outlined in the Rate Sheet (Appendix A).

3.2. Cancelling a Booking

If your plans change, be sure to modify or cancel your Booking as soon as possible. Please see the

Member/Driver will be held responsible for any costs incurred by Peg City Car Co-op.

Rate Sheet (Appendix A) for details on cancellation fees for FIX Vehicles.

3.3. Returning a FIX Vehicle

A FIX Vehicle must always be returned to its Home Location before the predetermined Booking end-time. If returning a Vehicle to a on-street FIX Location, the Member is always responsible to ensure that there are no temporary restrictions (e.g. spring cleaning, road repairs) at the location. If there is signage indicating a restriction, Members are required to park the Vehicle in a different location that follows the rules outlined in the next paragraph.

If the usual designated parking spot has been occupied by another vehicle, wait a few minutes to see if the person is returning 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, you do not need to call Member Services so long as the following criteria are met:

- You can park the Co-op Vehicle in a secure and legal spot;
- The parking spot is not reserved for another person; and
- The parking spot is not metered when parking on the street.

If the only available on-street spot is a metered one, please call Member Services for assistance. Member Services must be notified even when the meter is not active – e.g. evenings and weekends. 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.

If you return the Co-op Vehicle earlier than the Booking end time and use the App or desktop site to shorten your Booking, 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. Fobbing out does not automatically shorten your booking.

3.4. The Vehicle Is Not There

If the Co-op Vehicle is not at its usual Home Location 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.

3.5. 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.

4. FLO RULES

The FLO Rules section reviews all important information that a Member/Driver needs to know about booking, accessing, and returning a FLO Vehicle. Members/Drivers must treat FIX and FLO vehicles distinctly as they are not interchangeable products. Failure to follow FLO policies or vice versa may lead to additional penalties, and/or suspension/termination of use privileges.

4.1. Blocking and Duration

Members/Drivers may use FLO vehicles without pre-booking or a predetermined end-time. FLO Vehicles can be blocked up to 30 minutes in advance of access to allow the Member/Driver time to get to and access the car. The time from which a Vehicle is blocked by the Member/Driver to the time the Vehicle is accessed is not charged. The calculation of charges begins when the Member/Driver accesses the FLO Vehicle using the App or Key Fob, and ends when the Vehicle is released.

4.2. Possession, Return, and Release of a Vehicle

The Member/Driver takes possession of the FLO Vehicle at the time that they open the doors with the App or Key Fob. The Vehicle's location within the FLO Zone can be found via the App. Possession and release must take place within the FLO Zone service area or FLO Drop-Off Point.

FLO Vehicles are permitted outside of the FLO Zone. The Member/Driver will be billed for all time inside and outside of the FLO Zone and must return the Vehicle within the limits of the FLO Zone or to a FLO Drop-Off Point before they can release the Vehicle.

Returning the Vehicle's keys back to the Key-Card Holder in the glove box and subsequently locking the doors of a Vehicle using the App or Key Fob while inside the FLO Zone or at a FLO Drop-Off Point will release the Vehicle. By releasing the Vehicle, other Members/Drivers will be able to block the Vehicle for their personal use. The action of releasing the Vehicle will also end the period of use that will be billed to the Member/Driver. A green LED on the card reader and confirmation by the Member that the doors have successfully locked confirms that the Vehicle has been released. Always double-check that the doors are locked before leaving the Vehicle.

4.3. *Parking Privileges and Restrictions Within the FLO Zone*

When taking a FLO Vehicle outside of the FLO Zone, the Member/Driver must follow all parking restrictions and pay for any metered parking. Within the FLO Zone, Members/Drivers may ignore time limited parking restrictions. The Member/Driver is responsible for parking the Vehicle legally and respecting all other signage like any other driver.

Before releasing a Vehicle Members/Drivers should review the FLO Parking Guide, which is available on the [Peg City Car Co-op website](#), to help ascertain if they're abiding by all parking rules and regulations. Members/Drivers should pay particular attention to temporary parking bans in effect during snow removal operations. The guide is there for reference only and Peg City Car Co-op cannot be held responsible for any inaccuracies or omissions.

If a Vehicle is returned to a prohibited location, the Member/Driver is liable for any fines, fees, and costs associated with ticketing, towing, impounding, and damages. Members/Drivers are responsible for any parking enforcement related issues for the Vehicle after releasing the vehicle.

If Peg City Car Co-op is required to intervene to resolve a problem and/or a third-party service is used (taxi, ride hailing, towing/roadside service), the Member/Driver will be responsible for these costs, plus any additional applicable penalties (see Appendix A – Fines and Infringements).

4.4. *Parking Privileges and Restrictions at FLO Drop-Off Points*

Before parking a Vehicle in a FLO Drop-Off Point, the Member/Driver is responsible for verifying on the App whether parking is possible at that time or if specific rules apply to the location. For example, certain Drop-Off Points can be closed during road work or a snow removal operation, or the spot may already be full with other FLO cars.

Members/Drivers must comply with any temporary signage posted at a Drop-Off Point, even if the Drop-Off Point is shown as open in the App.

If the system is registering spots as available, but you find one or more FLO Drop-Off spots blocked by a non-Peg City Car Co-op vehicle, please call Member Services to report. Member Services will assist in finding the nearest available and appropriate parking spot. Failing to notify Peg City Car Co-op before parking in a non-designated FLO Drop-Off may result in parking fines and towing fees being passed on to the Member/Driver.

Temporary stops during a Trip are allowed in some Drop-Off Points but are prohibited in others. Please check the App for details.

4.5. FLO Pass

The FLO Pass allows its holder to enjoy a predetermined number of Trips of 30 minutes or less for 30 days before expiry at no additional cost. The Trips become billable only on the 31st minute (per km charges extra, if applicable). FLO Passes are not transferable between users on an account (i.e. each individual user must purchase their own pass). Peg City Car Co-op reserves the right to modify the pricing of the FLO Pass without prior notice. FLO Pass pricing can be found on the Peg City Car Co-op website.

4.5.1. Successive Use

Two possessions that are spaced less than 30 minutes apart are considered to be the same possession for the purposes of the FLO Pass offer. To take advantage of another credit on the first billable 30 minutes of a Trip, the Member/Driver must allow a period of 30 minutes to elapse between the end of their last Trip and the beginning of the next.

4.5.2. Suspension

The use of a FLO Pass may be suspended without the right to credit, refund, or extension of its period of validity in the event of non-compliance with the terms of the Contract or Rules and Regulations for the use of the Vehicles (e.g. account suspension, balance overdue or above the authorized limit, bank withdrawal failure, etc.)

5. MAINTENANCE, DAMAGE, AND INSURANCE

Peg City Car Co-op provides a number of maintenance, damage, and damage protection services for its Members/Drivers. This section covers these various services and products, including any limitations of coverage. Additionally, the section reviews the Members/Drivers responsibilities to ensure Vehicles are safe and enjoyable to drive by all Members/Drivers.

5.1. 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.

5.2. 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 failure⁸, 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 itemized 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 glove box. 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.

⁸ 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.

5.3. 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 use⁹ 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.

5.3.1. 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.

5.3.2. 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)¹⁰. Your liability will normally include up to the \$800 damage fee, providing the damages resulting from the collision are covered by the 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.

⁹ 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.

¹⁰ At-fault collision refers to any collision where the Member/Driver is deemed to be 50% (or greater) responsible for a collision.

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).

5.4. Insurance Coverage and Protection Plans

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 Booking¹¹:

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.

5.4.1. 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.

5.4.2. 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).

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

¹¹ Negligent behaviour or failure to secure a Vehicle after it has been damaged may result in the voiding of insurance/damage coverage options.

for Member accounts with additional Drivers. Damage Pool options with associated fees are listed in the table below.

Damage Pool 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 | \$0 ¹² |

***Minimum 12-month commitment.**

5.4.3. 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.

5.4.4. Damage Event

Any event where the driver is determined to be at fault, 50% or greater, and the repair cost is greater than \$2,500 the Member/Driver will be required to pay an additional \$500 damage deposit to continue to use the service¹³. Changes to the Damage Event Fee for subsequent events will also increase as follows:

¹² There is a \$50 administrative processing fee for CLDI claims.

¹³ If the damage event is caused by a Casual Driver they will be required to join as a Member.

\$1500 Basic
\$1000 Damage Pool
\$750 Damage Pool Plus

The increased Damage Event Fee will only apply to the Driver who caused the damage.

After two years of cleaning driving history, the Driver may be eligible for return of deposit and reduced Damage Event Fees. The Driver will be required to provide Peg City Car Co-op with a clean driving history and is responsible for requesting the return of their damage deposit.

In the case where there are multiple drivers on one account, the increased Damage Event Fee applies to the individual Driver and not the entire account.

Peg City Car Co-op reserves the right to determine fault in cases where claims are not pursued through Manitoba Public Insurance.

If the account holder was to file a successful accident claim using Collision Loss Damage Insurance (CLDI), they can continue driving without any additional steps.

5.5. Treatment and Operation of Co-op Vehicles

As a Member/Driver, you agree to treat the Co-op's 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 and Maintenance

- Clean up after you've used the Co-op Vehicles – Members 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 rear 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.

- If a Vehicle is found dirty or made dirty during a booking, Members/Drivers may submit for cleaning reimbursement in the form of driving credit of up to \$30, plus additional credit (if applicable). The Co-op will reimburse for a maximum of two cleans a month. To be eligible for reimbursement, the Vehicle's exterior and interior must be cleaned, with before and after photos sent via email.

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 glove box) should you need to check the tire pressure.

6. BILLING

Peg City Car Co-op bills and charges users differently based on their choice of plan. This section reviews the different billing and charging configurations.

6.1. Co-op Members

Full Co-op Members will receive an emailed invoice each month showing a tally of fees owing, based

on hourly and per kilometre rates (see *Invoicing and Payment* for more details). 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.

6.2. Casual Accounts

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 invoice as well, but this does not reflect the most up-to-date information regarding your usage (see *Invoicing and Payment* for more details). 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 may attempt payment during active bookings. Peg City Car Co-op reserves the right to change credit limits without notice.

6.3. Invoicing and Payment

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. While Casual accounts are pay-as-you-drive, certain fees (e.g. administrative charges) may be invoiced and charged through the monthly invoicing cycle.

Peg City Car Co-op endeavours to send invoice emails to all Member and Casual accounts with activity on their account, but Peg City Car Co-op is not responsible for ensuring that Members receive an invoice notification to their email. All Member and Casual accounts are responsible to check their account via the Booking Software for their most recent invoice or balance owing.

Accepted payment methods are Visa, 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). All accounts are considered overdue 15 days after the invoice due date. Upon the discretion of the Co-op, driving privileges will be suspended until full payment has been made. All Member and Casual accounts agree to the payment terms stipulated on the monthly invoice.

7. TERMS, TERMINATIONS, AND ACCOUNT CLOSURES

This section provides a review of terms of service, account closures, and termination.

7.1. 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

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 Member 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.

7.2. 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.

7.3. 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.

7.4. 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.

7.5. 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.

7.6. 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 Rate Sheet | | | |
|-----------------------------|--|--|--|
| Registration | <p>Member Share: One-time, refundable \$500 Member Share purchase</p> <p>Application fee*: \$25</p> <p>Additional Member and Member Plus Drivers: Add up to four Drivers per Member account. All activity is billed to the Member account.</p> <p>Cost per Additional Driver: \$25 application fee</p> <p>Additional Corporate and Non-Profit Plus drivers: Unlimited Additional Drivers, \$25 application fee per Driver. Minimum five Drivers required to be eligible for Corporate and Non-Profit Accounts.</p> | | |
| Monthly Subscription fees | Casual: \$4.50 per month | Member: \$0 per month | Member Plus: \$30 per month |
| FIX Booking Rates | \$7.25 per hour** \$58/day | \$5.25 per hour** † \$42/day | \$3.25 per hour** † \$26/day |
| FIX Kilometer Rates | \$0.45*** per km for first 50 km, and \$0.25*** per km over 50 km per Booking for all plans | | |
| FLO Booking Rate | \$0.45/min \$12.5/hr \$58/day | \$0.40/min \$10.5/hr \$52/day (\$42/additional day after first day) | \$0.40/min \$10.5/hr \$52/day**** (\$42/additional day after first day) |
| FLO Kilometer | First 50 km free per Booking, and \$0.25*** per km over 50 km per Booking for all plans | | |

| | |
|-------------------------------------|--|
| Rates | |
| Corporate and Non-Profit Plus Rates | Corporate and Non-Profit Plans receive our Member Plus rates. Corporate clients pay a \$50 per month subscription fee, while non-profit clients pay \$0 per month. |

*Application fee includes \$10 cost of purchasing MPI Driver Abstract.

**\$1.00 per hour additional charge for mid-size Vehicles (e.g. RAV4, Tucson) and \$3.00 per hour additional charge for large and loadable (e.g. Transit 150, Sienna, Tacoma). Daily maximums apply for additional charges.

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

**** Peg City Car Co-op offers a price matching program for Member Plus Members. See website for details. Price matching is not guaranteed and may be cancelled without notice.

† Peg City Car Co-op offers free overnight hours from midnight to 7am for Member Plans only. Free overnight hours apply to FIX Bookings only.

Included

Fuel, insurance, maintenance, Home Location parking, and roadside assistance¹⁴ 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, usage, and fees/penalties (when applicable).

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 \$1.70/litre. The surcharge increases by one cent for every 10-cent increase in the price of a litre of gas past \$1.70. For example, if the average price of gas is \$1.80/litre the month before, the fuel surcharge would be \$0.01. The fuel rebate applies in the same manner for every \$0.10 below \$1.30/litre. The fuel surcharge is either added or subtracted from the base kilometre rate. Fuel

¹⁴ See *Emergency Assistance* for more details.

surcharges/rebates are prorated to the tenth of a cent. The fuel surcharge is not discounted. Fuel surcharge is calculated from the average of all purchases made on Peg City Car Co-op's Fuel Card.

When a fuel surcharge or rebate is provided, Peg City Car Co-op will round to the nearest cent. For example, if the price of fuel is \$1.16, the fuel rebate will be \$0.01. Conversely, if the price of fuel is \$1.84, the fuel surcharge will be \$0.01.

Cancellation and 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.

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 and Use of Vehicle Beyond Booking

The charge for returning a Peg City Car Co-op Vehicle starts at \$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.

If a Co-op Vehicle is more than one (1) hour late, an additional \$5 fee will be automatically applied to the Booking at the beginning of each hour. The \$5 per hour fee will be applied to any period that exceeds the one-hour threshold, even if the Co-op Vehicle is late overnight (free hours for Members), and/or if the maximum daily charge has been reached.

The Booking Software will also automatically adjust the Booking end-time to charge for the actual usage. 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.

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

Not 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 \$10,000 for lost revenue and/or damages.

Other Fines and Infringements

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| Cancellation/No-show fees | See Cancellation + No-Show Policy |
| Creating/Extending/Modifying Booking over the phone | \$1 per call |

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| 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) |
| Lost vehicle key | \$50 admin fee plus the replacement cost of the car key |
| Gas left under ¼ tank | \$20 |
| Leaving BEV without plugging it in | \$20 |
| Vehicle interior left dirty or messy | Cleaning/detailing costs up to \$500 |
| Failure to use effective pet barrier | \$75 admin fee plus cleaning/detailing costs up to \$500 |
| Smoking in Vehicle | \$250 fee plus cleaning/detailing costs |
| Abandoned or unreturned Vehicle ¹⁵ | Up to \$100 fee plus any additional travel costs incurred by Peg City Car Co-op staff or Member |
| Drained battery | \$75 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 | \$50 admin fee |
| Towed or winched Vehicle | \$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 \$750 ¹⁶ and/or partial or full payment for the hourly rate while Vehicle is unavailable |

¹⁵ 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.

¹⁶ Only applicable to Drivers without CLDI or Damage Pool coverage. See *Insurance Coverage* for details.

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| Failure to record Vehicle damages | \$75 fee and/or partial or full payment for Vehicle repairs, and/or the hourly rate while the Vehicle is unavailable |
| Failure to secure Vehicle | \$50 fee plus up to \$10,000 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 |