

Welcome to



2009 Membership Manual



CAR TO GO Membership Manual

Effective October 1, 2009

I. INTRODUCTION

All prospective **CAR TO GO** members must read and understand this entire manual before signing their membership agreement. A signed membership agreement indicates an understanding of the various rules and obligations contained in this manual and indicates that the member agrees to abide by all rules and obligations. A signed membership agreement is required before a new member drives a **CAR TO GO** vehicle. The member's and **CAR TO GO**'s legal rights and obligations are determined solely by the terms in this manual and the membership agreement.

II. DEFINITIONS

CAR TO GO means the carshare program operated by the City of Aspen Transportation Department. *Member* means an approved member of **CAR TO GO**; *Vehicle* means a vehicle owned/leased/operated by **CAR TO GO** and includes any equipment inside or outside of the vehicle; *Fee schedule* means the most current **CAR TO GO** fee schedule.

III. POLICIES AND PROCEDURES

1. Requirements for Membership.

A membership application must be submitted by each prospective member. In addition, the following items are needed to process a new membership:

1. A non-refundable, \$25 application fee;
2. A Visa or MasterCard credit card is required – no debit or bank check cards accepted;
3. A copy of a valid United States driver's license.

CAR TO GO's insurance provider will undertake a driving history check. Once the application is approved by the insurance provider, the applicant officially becomes a member of **CAR TO GO** only after they have completed a comprehensive orientation, read and signed a member agreement and been issued a key. **CAR TO GO** reserves the right to refuse membership to any applicant based on driving record, credit history, vehicle limitations or program constraints.

2. Monthly Fee.

Each member is responsible for a monthly administration fee, as outlined in the current fee schedule. The administrative fee is assessed regardless of use of a **CAR TO GO** vehicle during a particular month.

3. Usage Fees.

Members are responsible for hourly and per mile fees for the period in which a vehicle is reserved. In addition, members are responsible for additional fees incurred during periods in which a program vehicle is reserved, as outlined in the current fee schedule.

4. Payments.

Members agree to be bound by the most current fee schedule and pay for usage as billed. All **CAR TO GO** members will be invoiced monthly with payment due in full. To avoid late payment penalties and finance charges, full payment must be submitted to **CAR TO GO** within 30 days of the invoice date. Any payment not made within 30 days of the invoice date shall accrue a late fee for each month that is unpaid and interest as set forth in the current fee schedule. Failure to remit payment may result in any of the following at the discretion of **CAR TO GO**: suspension of membership; termination of membership; accrual of late fees and finance charges; institution of collection actions through Court or an appropriate collection agency. If court action to collect any amount due is instituted, the member shall be liable for all costs of collection, including reasonable attorney's fees.

CAR TO GO staff will calculate each member's monthly charges based upon both the records from the electronic scheduling system and from trip ticket booklets kept in each vehicle. Monthly invoices will be sent via US Mail to the address members specify. Payment can be made by personal check, received directly by the City of Aspen. Credit card payment is also available upon request.

5. Scheduling System.

CAR TO GO's telephone/internet scheduling system is completely automated. There is no need to speak with the **CAR TO GO** office for scheduling. Members are required to familiarize themselves with the reservation system. Refunds/credits will not be issued for failure to use the system properly. The roadside assistance program is not capable of assisting members with reservation issues.

6. Reserving a Vehicle.

Reservations are rounded to the nearest one-half hour. A member must, without exception, reserve a **CAR TO GO** vehicle via the reservation system before accessing it. Members must use their own member number and personal identification number (PIN) to reserve a car. Failure to reserve a vehicle via the reservation system and/or the use of another's member number/PIN code is a criminal act and may result in the following at the discretion of **CAR TO GO**: suspension of membership; termination of membership; accrual of fees, penalties and finance charges; police and/or court action.

7. Returning a Vehicle

CAR TO GO vehicles must be properly returned by members at the end of a booking period. Members will incur charges as outlined in the current fee schedule for improper return of a program vehicle.

Proper return of the vehicle means that:

- it is parked and locked at its official parking spot;
- the interior and exterior of the vehicle are reasonably clean;
- the fuel tank is a minimum of ¼ full; and
- the trip has been properly and completely recorded in the trip log book.

8. Reserved Vehicle Not Available

If the vehicle is not in its regular parking space at the beginning of a member's reserved time, the member should access the lock box to see if a note from another member indicates that the vehicle has been parked in an alternate location (see item #17). If this is not the case, the member may choose to cancel his/her reservation without charge, or reserve another **CAR TO GO** vehicle.

If another **CAR TO GO** vehicle is not readily available, the member may use a taxi to travel to/from their destination and will be reimbursed. The member must contact the program office and submit taxi receipts to **CAR TO GO** within 10 days of trip for reimbursement.

9. Late Return of Vehicle.

If late return of the vehicle is unavoidable, members should call the reservation system to extend the current reservation. If this option is not possible due to another reservation, members immediately return the vehicle and contact **CAR TO GO** staff for assistance during office hours. Inconvenience charges, penalties, and taxi fares will be the responsibility of the offending member as per the current fee schedule.

10. Cancellations

A member may cancel all or part of a reservation with no fee if the cancellation is made at least four hours prior to the time of the reservation. If less than four hours remain, a member may cancel all or a portion of a reservation at no charge if the vehicle is then reserved by another member. If the vehicle is not reserved, the member will be charged for the original hourly reservation.

11. Carrying of a Valid Driver's License.

The rights of membership are conditional on the possession of a valid United States driver's license. Drivers must carry with them a valid driver's license during every trip. If the driver's license is suspended, withdrawn or expires, for whatever reason, the member's driving privilege expires immediately. Members are required to inform **CAR TO GO** immediately of any suspension, expiration or withdrawal of a driver's license.

12. CAR TO GO Keys.

Each **CAR TO GO** member receives a lock box key that provides access to all program vehicles. Members are liable for the loss, deterioration and any possible misuse of the keys or other materials. Members should not mark their lock box keys with any information that could provide access to a **CAR TO GO** vehicle. Key replacement fees will be charged according to the current fee schedule. Keys remain the property of **CAR TO GO** and must be returned upon demand to avoid continued assessment of monthly fees, additional penalties and possible court action.

13. Pre-Drive Vehicle Inspection

Before using a **CAR TO GO** vehicle drivers must inspect for visible defects and inform the **CAR TO GO** office of these defects before departure. If this does not occur, the last user will be liable for any damage. Members must not drive program vehicles without registration and/or proof of insurance. Members should find the following items in their glove box and/or center console and should inform the program office if any of the items are missing.

- Operator's manual
- Roadside assistance information
- Trip tickets and fuel credit card
- Registration and proof of insurance

14. Safe Driving.

All members share the responsibility of keeping **CAR TO GO**'s insurance rates as low as possible. Driving safely includes, but is not limited to:

- Obeying speed limits and all traffic signs and signals;
- Following other vehicles at a safe distance;
- Not driving when intoxicated, tired or otherwise impaired;
- Ensuring that all passengers are correctly wearing seatbelts; and
- Operating the vehicle according to the operator's manual.

15. Restrictions.

The following restrictions apply when operating a **CAR TO GO** vehicle:

- All Colorado seatbelt and safety seat laws must be obeyed.
- Smoking is strictly prohibited in all vehicles.
- Pets are prohibited except inside a secured pet-box, cage or kennel.
- Vehicles #1, #3, #4 and #9 are pet-free as a courtesy to those with allergies.

CAR TO GO vehicles may not be driven outside of program boundaries. Offenders may be subject to legal action, additional charges and/or immediate expulsion from the program. Areas outside the boundaries may be accessed via rental car or shuttle. **CAR TO GO** members may receive discounts on car rental and shuttle services subject to availability and vendor restrictions.

Program boundaries are:

- Marble via Hwy 133
- Reudi Reservoir via Frying Pan Road
- Ashcroft via Castle Creek Road
- Maroon Bells Visitor's Center via Maroon Creek Road
- West Grand Junction city limits on I-70
- East Vail exit on I-70 (via I-70 or Hwy 82)
- Intersection of Hwy 24 and Hwy 285 via Independence Pass
- **CAR TO GO** vehicles may not leave the State of Colorado at any time.

Vehicles may not be:

- driven on non-maintained or 4-wheel drive roads
- driven in any race or competition

- used for any illegal purpose
- used to transport firearms.
- used while the driver is under the influence of any intoxicating substance

16. Refueling.

Members are responsible for returning vehicles with a minimum of ¼ tank of fuel. Members should fill the tank using the **CAR TO GO** fuel credit card inside the glove box or center console. Should a member use a personal credit card for fueling, the member will receive a credit on their next invoice provided that a receipt is presented within 30 days.

17. Parking.

The member is responsible for returning a vehicle to its designated **CAR TO GO** parking space. If, upon return, a member finds an unauthorized vehicle parked in that space, the following procedure should be followed:

1. Park the vehicle in the nearest legal space.
2. Leave **CAR TO GO** parking flyer on the offending car (supply in glove box).
3. Leave vehicle keys and a note with vehicle location in the lock box.
4. Contact the **CAR TO GO** office.

CAR TO GO members must adhere to all parking regulations including payment, and compliance with signs. Members are responsible for the payment of any parking tickets incurred while using a **CAR TO GO** vehicle.

18. Vehicle Cleaning.

CAR TO GO vehicles are washed by staff on a regular basis. However, it is the responsibility of the member to clean the vehicle of any excessive interior/exterior mess that was made during the member's reserved time. Leaving the vehicle unreasonably dirty for fellow members may result in penalties as detailed in the current fee schedule.

19. Inclement Weather.

CAR TO GO discourages members from operating its vehicles when extreme conditions make driving dangerous. Under such driving conditions, members may cancel their reservation without charge, providing they leave a message to that effect within 24 hours of the incident, and that the claim is valid. **CAR TO GO** reserves the right to restrict access to all cars, including those previously reserved, in extremely inclement weather without notice.

20. Permitted Drivers.

Only **CAR TO GO** members are authorized to operate **CAR TO GO** vehicles. However, if the life or safety of a **CAR TO GO** member or another person is at risk, the member may allow a non-member to drive a **CAR TO GO** vehicle, provided that the driver:

- has a valid driver's license
- is capable of driving
- is not under the influence of any intoxicating substance

- is under the supervision of the member.

The member is liable for any fees, costs or damages arising from the non-member's use of the **CAR TO GO** vehicle. Immediate program expulsion may occur based on the circumstances of the incident.

21. Traffic/Parking Tickets.

Members are responsible for payment of any traffic or parking citations incurred while using a **CAR TO GO** vehicle. If **CAR TO GO** receives notice of an unpaid citation, the member responsible will be invoiced for the cost of the citation as well as other fees outlined in the fee schedule. Immediate expulsion may occur depending on the circumstances of the incident.

22. Maintenance & Emergency Repairs.

CAR TO GO will undertake regular maintenance of all vehicles. However members are responsible for ensuring that brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet operator's manual specifications during reserved periods. Tire pressure must also be maintained to manual's specifications. Member purchases of up to \$50 for the purpose of ensuring the above will be reimbursed by the program provided that a receipt is provided to the program office within 30 days of purchase. Any maintenance purchases of more than \$50 must be preapproved by staff.

23. Accidents and Damage.

Any accident or damage in connection with a **CAR TO GO** vehicle must be immediately reported to the police and to **CAR TO GO**. An accident pack is located in the glove box of each **CAR TO GO** vehicle. The accident pack provides step-by-step information about accident procedures. If the procedures in the accident pack are not followed, members may not be covered by **CAR TO GO** insurance and may be liable for vehicle damage.

24. Insurance, Liability, Deductibles.

CAR TO GO Vehicles carry full liability insurance. Additionally, all **CAR TO GO** Vehicles carry comprehensive and collision coverage. The insurance conditions are available for members' inspection and can be read at the **CAR TO GO** office. If a member is involved in an accident and a claim is made against the member or against **CAR TO GO**, settlement of that claim will be at the discretion of **CAR TO GO** or its insurer.

In the event of an accident, a member's liability will include the current insurance deductible. Members may also be liable for the entire cost of vehicle repair or replacement and claims made by third parties if the member violated the insurance agreement or failed to follow proper procedure as listed in the accident packet.

During the time a member has reserved a vehicle, it will be assumed that this member was using the vehicle and will be held responsible for any damage to the booked vehicle or claims that are made against **CAR TO GO** or damages resulting from use of the vehicle.

Any payment owed by a member to **CAR TO GO** due to an accident or other damage,

may be collected from the member by using the member's credit card as agreed in the membership agreement.

25. Liens and Impoundment.

If a program vehicle is towed and impounded for illegal parking while reserved, the reserving member is responsible for recovering the vehicle and agrees to pay any costs arising from the vehicle being towed. If, without the approval of **CAR TO GO**, a member allows a lien to be placed on a **CAR TO GO** vehicle or allows the vehicle to be impounded, the member is responsible for all costs, court and legal fees incurred by **CAR TO GO** in pursuing the swift return of the vehicle as well as any service charges as per the fee schedule.

26. Fees for violations.

If any term or condition of the membership application, this manual, or the rules is violated, the member is subject to any fees, penalties and other costs associated with said violations.

27. Suspension if Payments in Arrears.

CAR TO GO may, without notice, suspend/terminate driving privileges and require return of a member's key if a member defaults in paying any amount owed. The suspension will remain in effect until such time as any amount owed, including interest and penalties accrued, has been paid. Members may also be expelled from the program at anytime for repeat cases of late payment or non-payment.

28. Automatic Suspension.

CAR TO GO may, without notice, suspend/terminate driving privileges and require return of a member's key if a member is charged with driving without due care or for any vehicle related offense. This includes, but is not limited to: operating a motor vehicle while impaired; failing to provide a breath sample; dangerous operation of a motor vehicle; or failure to stop at the scene of an accident.

29. Automatic Termination.

CAR TO GO may, without notice, automatically terminate driving privileges and require return of a member's key for any reason listed in this manual or for any reason determined to be in the program's best interest.

30. Termination by Member.

A member may terminate membership in writing or in person at any time. Membership termination is effective upon the return of all **CAR TO GO** keys in the member's possession as well as payment of all funds owed including interest and late fees accrued.

31. Return of **CAR TO GO Keys on Termination.**

Members must immediately return all program keys to the **CAR TO GO** office. Monthly administration fees as well as key remittance fees and other penalties as outlined on the current fee schedule will continue to accrue until lock box keys are returned.

32. Amendments to the fee schedule.

CAR TO GO may amend the fee schedule at any time. All fee schedule amendments will be provided to members via mail within seven days of their adoption by **CAR TO GO**. Amendments will not be effective any sooner than 14 days after they are made. See item #35 for further information regarding notice.

33. Special Agreements.

Any agreement which differs from the terms of this manual must be made in writing, and signed by an authorized representative of **CAR TO GO**.

34. Severability.

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

35. Notice.

If this manual requires **CAR TO GO** to give notice, notice will be sent to the member at the address provided in their membership application. In the event of a change of address, the member must notify **CAR TO GO** in writing. Members are responsible for and must comply with any fees, policies or procedures after notice has been sent. **CAR TO GO** is not responsible for notices that have not reached members due to incorrect address or failure of postal services.