

Carsharing Handbook



Welcome to Modos!

Modo is your local member-owned carsharing co-op, driven by people, not profits.

This Handbook supports important documents that apply to every member and registered carsharer including:

- Your Membership Agreement, which includes an agreement to abide by this handbook
- The operator's manual found in each Vehicle
- Price List
- Fines and Fees List

Definitions

Applicant: a prospective member

Board: Modos's volunteer, member-elected board of directors

Business Driver: a person who has either official permission from a Business account administrator to drive on behalf of the Business account

Emergency Driver: a driver allowed to drive a Modos vehicle under the personal supervision of a Member in an emergency (according to Section 10 of this Handbook)

Member Loyalty Team Manager: a manager designated by the Chief Executive Officer (CEO)

Member: a Modos Plus, Monthly, or Business account, or Business Driver

Modos: the carsharing co-operative

Price List: the most recent price list posted on Modos's website including any amendments to it

Vehicle: a vehicle owned or leased by Modos and any equipment in the Vehicle

We/Us: Modos, the carsharing co-operative

You/Your: you, the Modos member

1. Joining Modo

You must be at least 19 years old to carshare with Modo.

You'll also need:

- a valid BC driver's licence (N licence or better)
- no at fault accidents within the past two years
- no licence suspension within the past two years
- no more than two traffic violations in the past two years

Applicants must request ICBC to email their Driving Record and Insurance and Claims History Record directly to Modo, or complete our Eligibility Declaration, to confirm compliance with these terms.

2. Valid Driver's Licence

You must carry a valid driver's licence with you during every trip.

If your licence is suspended, withdrawn or expires for any reason, your carsharing privileges are immediately suspended.

Tell us right away if your licence is no longer valid. If not, you risk permanent suspension without notice.

3. Fobs and Access to Vehicles

Each member gets a fob, giving you access to Vehicles. The fob remains the property of Modo, and you are liable for any loss, deterioration or misuse of the fob.

If you lose your fob, call Modo within one hour to report the loss. We will charge you a Lost Fob fee, according to the Price List. **Fobs cannot be transferred between members.** You are liable for any damage that results from disregarding this rule.

Fobbing out after each use disables to engine so cars can't be stolen.

Do not manually lock the vehicle.

Always use your fob before, during and to end your booking.

Always check the door handles to make sure doors are locked after you fob out.

4. Booking a Vehicle

To use a Vehicle, book it in advance via Modo's app or online booking system, [Engage](#), using a desktop computer or mobile device. Members can also call our Member Loyalty Team for booking assistance.

The minimum booking time is 30 minutes and bookings can be extended in 15 minute increments.

Only Modo members can drive our Vehicles. In case of an emergency, see Section 10 for Emergency Driver rules.

5. Charges for Bookings

When you book and use a Vehicle, you will be charged:

- the full rate for each 15 minute block the Vehicle is booked
- a per kilometre fee, subject to the booking duration and membership type

If you return a Vehicle late or incur fines (including late cancellations and no shows), the additional

fees will show up on your next invoice. All of these charges are set out in the Price List and Fines and Fees List.

6. Vehicle Check

Before driving, check the Vehicle for any visible defects (e.g. dents, scratches, other damage).

If you spot one, let us know right away—by email or voicemail—before you drive. If you don't tell us before you go, you may be liable for the damage.

Likewise, check to ensure these documents are in the Vehicle:

- Vehicle insurance and registration
- Vehicle operator's manual

If either is missing, let us know right away. Do not drive the Vehicle if the current insurance and/or registration are missing.

7. Late Returns

If for some reason you are late returning your Vehicle, and cannot extend your booking before it ends, you will be charged a late fine according to the Fines and Fees List. If another member has a booking immediately following your booking, you might be charged for any expenses your delay cause another member, according to Section 19 of this Handbook.

Bookings can be extended before the original booking ends through our app, mobile site or by calling the Member Loyalty Team.

8. Cancellations and No Shows

To cancel all or part of a booking without charge, you must do so at least 12 hours before the start of your booking. Otherwise you'll be charged 50% of the cost of your unused booking.

If the Vehicle is booked by another member during the cancelled period, a portion of the charge may be waived.

If you cancel after the booking period has begun it counts as a No Show, and you will be charged for the full booking period, as well as a No Show Fee set out in the Fines and Fees List.

9. Booked Vehicle Unavailable

If the Vehicle you booked is not in its regular parking spot at the beginning of your booking period, let us know right away.

You can either cancel the reservation without charge or change to another Vehicle with assistance from the Member Loyalty Team. If no other Vehicles are available, our Member Loyalty Team will work with you to find a solution.

10. Emergency Driver

In case of an emergency, you may allow another person to drive a Vehicle, on certain conditions.

The Emergency Driver must:

- have a valid driver's licence
- be capable of driving before the trip and not be under the influence of any intoxicating substance
- only drive the Vehicle under your personal supervision.

You are liable for any fees, costs or damages arising from that person's use of the Vehicle.

11. Care for Vehicles

Vehicles are our shared property. As a member, you agree to treat them carefully, and leave them clean inside and out.

You agree to fob out whenever you leave vehicles to secure them against theft. You are liable for any damage to Vehicles that results from disregarding these rules.

You and all passengers must wear seat belts. Use child seats legally and appropriately for the age and size of each child. Clean up any mess caused by you or your passengers, including pets; failure to do so can result in a fee for cleaning and/or detailing the Vehicle.

12. Bike Racks and Roof Racks

If you install a bike or roof rack that is not part of the booked Vehicle or property of Modo, you must ensure all racks are secured to the Vehicle and that gear is properly secured to the racks. You are liable if the rack or any gear damage the Vehicle.

13. Smoking

Smoking is prohibited in all Vehicles and must be done well away from Vehicle. Any members caught smoking in Modo Vehicles will have their account(s) terminated immediately.

14. Pets

Pets are allowed in all Modo Vehicles, except Allergen-Free Vehicles, and **MUST** be inside a secured pet carrier for the entire trip. Members are responsible for cleaning any pet hair or other messes.

Members will be automatically charged a cleaning fee (Excessively Dirty Interior, as set out in the Fines and Fees List) for any pet mess left behind and could face a permanent suspension.

Pets are never allowed in designated Allergen-Free Vehicles. Members who disregard this rule will be subject to a heavy penalty, as set out in the Fines and Fees List and could face a permanent suspension.

15. Safe Driving

You are expected to adhere to all vehicle operation and road safety rules. **Vehicles must not be used for:**

- any race or competition
- any illegal purpose
- off-roading, i.e. on roads that are not regularly maintained and/or unmarked

Vehicles must not be used while the driver is under the influence of any intoxicating substance.

16. Refueling

Always ensure the fuel tank is at least $\frac{1}{4}$ full. Buy gas with the fuel card in the key pouch of every Vehicle. Pay at the pump only, choosing a pre-set amount (e.g. \$40 or \$60).

If for some reason the fuel card doesn't work, buy gas with your own form of payment. Submit the receipt and we'll credit you the full amount on your next invoice. To submit, please write your member number on the receipt and either email a photo of the receipt to info@modo.coop; you can mail it or drop off it off at the Modo office if it's more convenient.

17. Cleaning

We clean Vehicles on a routine schedule, but it's your responsibility to clean any mess you leave

behind—inside and out. If you leave any mess in the Vehicle after your booking, you risk a penalty fine and a cleaning fee on your next invoice.

If you find a Vehicle is dirty, please report it immediately to report@modo.coop. Please include the date and time of your booking along with a description of the mess and any supporting photos.

18. Maintenance and Emergency Repairs

Modo will maintain Vehicles regularly, but while in your care, you must ensure tire pressure, brake fluid, engine oil, coolant, windshield washer and power steering fluid levels meet operator's manual specifications.

We'll reimburse up to \$50 for maintenance. Mark any receipts with your member number and submit them to Modo. Approval from the Member Loyalty Team Manager is required for more costly repairs.

Expenses paid in US dollars will be reimbursed at that day's Bank of Canada exchange rate.

19. Returns

At the end of every booking, you must return your Modo Vehicle to where you picked it up.

It's your responsibility to ensure that:

- the Vehicle is in its official parking spot
- the Vehicle is properly secured (fobbed out), with all papers intact
- interior and exterior are tidy, and emptied of your personal belongings
- the tank is at least 1/4 full (or in electric Vehicles, the range is not less than 30 km*)
- the key and fuel card are in their pouch
- you fob out and check that all doors (including back hatch) are locked**

* If the EV range is less than 30 km upon return, call Modo so we can book the car off for some undisturbed charging time.

** Never lock the Vehicle using the Vehicle's lock buttons; instead, use your fob to fob out of the Vehicle, which will disable the engine and lock all the the doors.

If the Vehicle is not properly returned you may be charged a fee, according to the Fines and Fees List. If you fail to return the Vehicle within two hours of your scheduled return time and we cannot reach you, the Vehicle may be reported to the police as missing.

20. Roaming

Please contact us regarding Roaming memberships at info@modo.coop or 604.685.1393.

21. Insurance and Damage Fees

Modo ensures Vehicles carry sufficient insurance including liability. Modo's fleet is insured up to \$5 million under a Third-Party Liability policy from ICBC. If a Modo is damaged while in your care, individual members pay a Damage Fee up to \$1,000, depending on the extent of the damage; Business accounts pay \$100. If you are involved in an accident and a claim is made against you or Modo, the claim will be settled at the discretion of Modo or our insurer.

22. Accidents and Paying Damage Fees

You must immediately report any damage to a Vehicle you are using. It's your responsibility to secure evidence from available witnesses and to give Modo a written description of the accident and the damage.

You will be liable for the Damage Fee, the first \$1,000 of:

- any at-fault loss of or damage to Vehicles, including the costs of temporarily replacing a Vehicle during repairs
- any third-party claims against Modo, you or a driver authorized by you, which are not covered by Modo's insurance policy and arise out of your use of a Vehicle.

The Damage Fee for Business accounts is \$100.

If repairs cost \$200 or less, you may arrange to have it completed at your expense. Let us know about any such repair right away.

If Modo's insurance policy doesn't apply (for example, because you were driving while intoxicated) you may be liable for the entire cost of Vehicle repair or replacement and any third-party claims.

After an accident you can only continue your trip if you have explicit permission from Modo.

To avoid paying any damage fees, you have two options:

1. By paying your Modo invoices with a credit card offering Collision Loss Damage Insurance (CLDI), we'll charge the Damage Fee directly to the insurer. Check with your credit card company to see if you qualify, then fill out a Member Insurance Coverage Application. CLDI does not include trucks or cargo vans.

2. Join the Modo Damage Pool for \$50 per year. You will be billed annually on the date you signed up unless you make claim in the event of an accident. If you make a claim, your Damage Pool coverage expires and you must pay \$50 to sign up again.

The Damage Pool reduces your cost to \$0 if your Modo is damaged during your booking, including trucks and cargo vans. You can enrol in the Damage Pool under your account settings in Engage.

23. Liens and Impoundment

If the Vehicle is towed and impounded for illegal parking during your booking, you are responsible for recovering the Vehicle and any costs incurred.

If, without Modo's approval, you allow a lien to be placed on a Vehicle or allow the Vehicle to be impounded (for instance, by failing to pay for repairs which you have authorized) you are responsible for all costs, court and legal fees and service charges.

24. Fees for Violations

If you violate any term or condition of this Handbook you are subject to any applicable fees.

25. Suspension of Carsharing Privileges

If Modo has reason to believe that you've violated any term or condition in this Handbook or that you're involved in conduct detrimental to the co-op, your carsharing privileges may be temporarily suspended with or without notice.

We will notify you if you violate any rules. We reserve the right to suspend your carsharing privileges in the event of multiple and/or serious violations. Business accounts will be advised if drivers violate rules on their accounts.

26. Automatic Suspension

Carsharing privileges may be suspended at the discretion of Modo if members are found to be using the vehicle in a dangerous and/or harmful manner. Your carsharing privileges will be suspended for 90 days for the following:

- excessive speed
- dangerous operation of a vehicle
- using a vehicle for unlawful activity

Additionally, you will lose your carsharing privileges for 90 days if you are charged for any vehicle-related offense under the Motor Vehicle Act or the Criminal Code, including:

- operating a vehicle while impaired
- operating a vehicle while with a blood-alcohol level over 50 mg alcohol per 100 ml of blood
- failing to provide a breath sample
- dangerous operation of a vehicle
- failure to stop at the scene of an accident

These automatic suspensions will last for 90 days and if you are charged under any of the listed violations, the suspension will continue until you are cleared of all vehicle-related charges. If you are convicted of any of these offenses, your carsharing privileges will be permanently suspended.

Your carsharing privileges will also be automatically suspended if you fail to meet Modo's minimum standards for vehicle insurance. Once you join, these standards are:

- No more than five late Vehicle returns within the past six months
- No more than one at-fault accident (50% or more at-fault as determined by ICBC) involving another vehicle within the past two years
- Zero at-fault accidents (50% or more at fault as determined by ICBC) involving another vehicle within your first two years of driving, or within two years of any accident which appeared on your driving record at the time you started carsharing with Modo

For the above suspensions, your carsharing privileges may be reinstated:

- on the six-month anniversary of the first late Vehicle return; or
- on the two-year anniversary of the first at fault accident involving another vehicle.

We may also suspend your carsharing privileges if you default on any payment owed to Modo. This can be done, without notice, one week after your account falls into arrears.

The suspension remains until you have paid any amounts owing, including any interest accrued. If your carsharing privileges have been temporarily suspended under this section on three or more separate occasions, for a total period of time exceeding 90 days, Modo may, without further notice, permanently suspend your carsharing privileges. Your carsharing privileges are automatically suspended if you cease to have a valid driver's licence. Your carsharing privileges will be reinstated when you show us a valid licence.

Temporary suspensions under this paragraph will not count toward a permanent suspension. At our discretion, Modo may also permanently suspend your carsharing privileges if you or your passengers have:

- smoked in any Vehicle;
- transported an animal in an Allergen-Free Vehicle; or
- received an Immediate Roadside Prohibition for impaired driving in any Vehicle.

27. Amendments to the Handbook

The Board may amend this Handbook at any time, according to Modo's bylaws. We'll notify members of any change within seven days.

28. Severability

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

29. Notice

When applicable, we'll send any notice of service changes and/or updates to the email address we have in our records. If your email address changes, you must notify Modo in writing (email is acceptable). If you do not have an email address on file, you must provide Modo with your current mailing address and ensure it is kept up to date.