



As a shareholding member, there are a few things you should know. This manual outlines your rights and responsibilities.

### Core Co-operative Principles

Modo is a co-operative, and a member of the BC Co-operative Association.

Co-operatives adhere to [seven core principles](#). Combined with our own values, here's how we put them into practice at Modo:

#### 1. Voluntary and Open Membership

Modo is an inclusive community of people who believe in the positive power of sharing and collaboration for a better future. Anyone who shares this vision and accepts responsibilities of membership can join, without gender, social, racial, political or religious discrimination.

#### 2. Democratic Member Control

Modo is a democratic organization. Our members actively participate in setting policies and making decisions through our elected representatives. Modo's member-elected, volunteer Board of Directors is accountable to you, the members. Each shareholding member gets one vote.

#### 3. Member Economic Participation

Our shareholding members have democratic control of Modo's capital. Any surplus is either distributed to members in proportion to their transactions with the co-op or goes back into the co-op: toward more vehicles or better ones, improvements to the member experience and first-rate member service.

#### 4. Autonomy and Independence

Modo is an autonomous organization, controlled by members. If we enter into agreements with other organizations—including the government—or raise any capital from outside sources, we will always do so on terms that ensure members maintain democratic control and co-operative autonomy.

#### 5. Education, Training and Information

We believe in a collaborative economy that goes beyond just cars. We want to share our expertise and understanding with members and the public. That's why part of our mission is to educate and train our members, staff and elected representatives, and also to help the general public understand co-operatives and carsharing.

#### 6. Co-operation Among Co-operatives

When co-ops work together, in solidarity, we all get better. We want to further the co-operative movement by helping each other out. That's why Modo has helped other carsharing co-operatives get off the ground by giving them our booking software system for free.

## 7. Concern for Community

Co-operatives are an important part of building sustainable, healthy communities. Modo develops policies with the larger community in mind.

### **Terms and Conditions**

As a shareholding member, you have a direct stake in the direction and well-being of Modo. This manual outlines how you can engage in that process.

This Manual is additional to:

1. Modo's Rules of Incorporation: our legal structures and procedures
2. the Modo Plus Agreement: your agreement, completed online when registering, to abide by the Rules and this Manual; it acknowledges your liability for various charges you could incur
3. the Carsharing Handbook: our policies and procedures for carsharing

You must read and understand all these documents before signing the Modo Plus Agreement. The moment you sign, you indicate that you understand your rights and responsibilities contained in this Manual and you agree to abide by them.

Your legal rights and ours are determined by the terms in this Manual, the Carsharing Handbook, the Modo Plus Agreement and the Rules. Each may be amended from time to time.

### **Definitions**

**Applicant:** a prospective member

**Associate Member:** a Modo member whose account is tied to that of a Modo Plus member, and who has purchased half the amount of shares required for shareholding membership

**Board:** Modo's elected board of directors

**The Co-op / Co-operative:** Modo

**Designated Driver:** a driver allowed to drive a Modo vehicle on behalf of a member who has special needs (according to Section 3 of this Manual)

**Full Member:** a Modo member who has purchased the full amount of shares required for Modo Plus membership

**Manual:** this document, approved by the Board, and any amendments to it

**Member:** means a member of Modo

**Modo:** the carsharing co-operative

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

**Rules:** Modo's Memorandum and Rules of Incorporation

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

**We/Us:** Modo, the carsharing co-operative

**You/Your:** you, the Modo member or Applicant

## **1. Share Deposit and Refunds**

Applicants for shareholding membership pay a deposit equal to 100% of the minimum shares for Full Members. Applicants for Associate Membership pay a deposit that equals 100% of the minimum shares for Associate Members. Both amounts are set out in the Rules and the Price List.

If your application is not accepted, we will refund your deposit. If accepted, your deposit will be used to purchase shares in Modo. Those shares represent your share of ownership of Modo.

We use your shares to purchase vehicles and as working capital. They also serve as security for any liabilities to Modo resulting from your membership.

If you decide to cancel your membership with Modo, the refund of shares is processed within 60–90 days. If you have any outstanding payments due to Modo at the time of your cancellation, we'll use your shares to cover those costs and refund you the remainder.

## **2. Participation**

As a shareholding Modo Member, you are entitled and encouraged to attend and participate in general meetings, vote for directors and stand for election as a director. We value your active participation to ensure Modo is financially, socially and environmentally responsible, and that we maintain our spirit of good humour, kindness and respect.

## **3. Members with Special Needs or a Disability**

Only Modo members can drive our vehicles. However, if you are unable to drive safely because of a visual, mental or physical impairment, you can appoint an approved Designated Driver.

First, you must send us a copy of the Designated Driver's licence and pay a registration fee on their behalf. Once we have approved your Designated Driver, they can only use Vehicles when you are present, and you must maintain possession of your Modo fob.

You are responsible to ensure the Designated Driver abides by the terms of this agreement, and you are responsible for any liabilities incurred by the Designated Driver under these terms.

You agree to indemnify Modo for any claims that come from the Designated Driver's use of a Vehicle, and release Modo from any claims, liabilities, obligations, damages of any kind caused by the Designated Driver's use of a Vehicle.

Designated Drivers can have their right to drive suspended for the same reasons Members may lose carsharing privileges.

## **4. Suspension of Carsharing Privileges**

Your carsharing privileges can be automatically suspended on violation of certain Modo rules, outlined in Sections 25 and 26 of the Carsharing Handbook.

If you are an Associate Member and your Full Member Partner withdraws from membership or loses carsharing privileges for whatever reason, your carsharing privileges will be suspended until your Member Partner's privileges are reinstated or you become a Full Member.

## **5. Termination by the Co-operative**

If your carsharing privileges are permanently suspended under Sections 25 or 26 of the Carsharing Handbook, the Board may terminate your membership, in accordance with the Rules.

## **6. Withdrawal From Membership**

You can withdraw your membership at any time by sending us written notice of your intention to withdraw (by email or regular mail). Your withdrawal is effective at the end of the month in which we receive notice, unless you specify a later withdrawal date, in which case it will be effective at the end of that month.

## **7. Amendments to this Manual and Price List**

The Board can amend this Manual at any time.

You and all other shareholding members have a role in deciding the terms of this Manual through your right to elect members of the Board. If you want to propose amendments for consideration by the Board, submit them in writing, two weeks prior to regularly scheduled Board meetings.

We'll notify Members of any changes to this Manual within 7 days of Board approval. Amendments will not be effective until 28 days after they are approved by the Board. The Board can amend the Price List at any time. We'll notify Members within 7 days of Board approval. Amendments will not be effective until 14 days after they are approved by the Board.

Any agreement made which differs from the terms of this Manual must be made in writing and signed by an authorized representative of the Board.

## **9. Severability**

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

## **10. Notice**

When required by this Manual, we'll send any notice to the address we have in our records. If your address changes, you must notify Modo in writing.