



Corporate Membership Agreement - Part A

Only person(s) that have authority to sign on behalf of a business, organization, government or public agency can sign the Corporate Membership Agreement. The representative(s) of the business, organization, government or public agency, defined as the individual(s) signing this Corporate Membership Agreement, will notify Community CarShare (incorporated as The People's Car Co-operative Inc.), herein referred to as "the Co-op", in writing as to the individual who will act on their behalf as spokesperson and voter. Each member shall be entitled to one vote.

_____,
(insert name of business, organization, government or public agency

herein called "The Corporation", is applying to become a Corporate Member ("member") of The Co-op.

The Corporation has paid the initial corporate membership loan (fully-refundable) of \$_____.

The Corporation recognizes that:

- if the Co-op accepts this application, the terms of this Corporate Membership Agreement ("agreement") along with the terms of the Member's Manual ("Manual") and the Co-op's By-Laws ("By-Laws") immediately constitute a binding contract;
- The Co-op's acceptance of this application is subject to the approval by the Co-op's insurance provider of the driver's license and driver's abstract for each registered Corporate Driver, and the Corporation making the required minimum corporate membership loan, as set out in the Manual;
- by making the minimum corporate membership loan, the Corporation is now a member of the Co-op.

The Corporation has read and understood

- The By-Laws of the Co-op,
- The Manual.

The Corporation agrees to observe and be bound by both the By-Laws and the Manual, including any amendments to either document (provided the Corporation is in receipt of proper notice of such amendments). The Corporation agrees to cause its registered Corporate Drivers to observe and be bound by both the By-Laws and the Manual, including any amendments to either document. The By-Laws and the Manual form part of this contract. The Corporation recognizes that the Co-op's Board of Directors may amend the Manual and this Agreement and that members of the Co-op may amend the By-Laws.



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If the Corporation's application is accepted, the Co-op will, subject to all the terms and conditions in the Manual and this Agreement, provide The Corporation's registered Corporate Drivers with access to vehicles ("Co-op vehicles") owned, leased or rented by it and pay for the Co-op's vehicle-related expenses such as gas, tires, automobile insurance, maintenance and repairs.

The Corporation understands that the Co-op will use its best efforts to ensure that the Co-op's vehicles meet provincial safety standards at the time of their registration, meet provincial Drive Clean standards, are clean and well-maintained and will perform regular maintenance checks on all the Co-op's vehicles.

However, the Corporation recognizes:

- That during the use of the Co-op's vehicles, the Corporation and its registered Corporate Drivers are responsible for the safe operation of the Co-op's vehicles in accordance with the operator's manual located in such vehicles;
- That the periodic inspection by the Corporation and its registered Corporate Drivers of the Co-op's vehicles is supplementary to the inspection of vehicles by the Co-op and that the Corporation and its registered Corporate Drivers rely on the Co-op for primary inspection of such vehicles;
- That as a member the Corporation and its registered Corporate Drivers will be responsible, to the extent possible, for ensuring the safe condition of any of the Co-op's vehicles that the Corporation's registered Corporate Drivers drive; and
- That the Co-op does not make any representations or warranties as to the fitness or condition of any of the Co-op's vehicles.

The Corporation recognizes that the Manual and the By-Laws state that as a member the Corporation will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed timelines for their payment. The Corporation agrees that this money will be a debt due and payable by the Corporation to the Co-op and that the Co-op will have an unsecured lien on the Corporation's corporate membership loan to cover the full amount owing.

The Corporation understands that the Co-op will ensure that the Co-op's vehicles are insured under a comprehensive insurance policy, the details of which are available from the Co-op. The Corporation and its registered Corporate Drivers waive any right they have to sue or make claims against the Co-op and any of its Directors, employees, members, partner agencies or institutions, agents, or sponsors for damages arising from the fitness or condition of any of the Co-op vehicles, save and except for damages caused by the negligent acts or omissions of the Co-op with respect to the regular maintenance of such vehicles.

The Corporation understands that, if its registered Corporate Drivers choose to make use of the child restraints provided by the Co-op in its vehicles, it is the registered Corporate Drivers' responsibility to ensure that the manufacturer's instructions (for the child restraint and vehicle) are followed every



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time the child restraint is used. The Corporation and its registered Corporate Drivers agree to release and to hold harmless the Co-op and any of its Directors, employees, members, partner agencies or institutions, agents, or sponsors from responsibility for any and all claims, demands, causes or actions, loss, costs, or damages which might arise out of the negligent use by the registered Corporate Drivers of the child restraints made available by the Co-op. The Corporation and its registered Corporate Drivers are voluntarily assuming the risk involved, and in doing so they will be solely responsible for any loss or damage sustained, save and except that covered by the insurance purchased by the Co-op.

The Corporation and its registered Corporate Drivers also agree to indemnify the Co-op and any of its Directors, employees, members, partner agencies or institutions, agents, or sponsors where it has incurred liability and expense as result of a claim by a third party for damages arising out of any registered Corporate Driver's use of any of the Co-op's vehicles, save and except that covered by the insurance purchased by the Co-op.

The Corporation and its registered Corporate Drivers also waive any right they have to sue or make claims against the Co-op and any of its Directors, employees, members, partner agencies or institutions, agents, or sponsors for any of the Co-op's vehicles not being available at the time it was reserved, save and except for the partial reimbursement as specified in the Manual.

The Corporation and its registered Corporate Drivers recognize that they are not a representative, agent or employee of the Co-op except to the extent the Co-op's Board of Directors may from time to time expressly designate any of them as a representative, agent or employee. The Corporation and its registered Corporate Drivers also agree to indemnify the Co-op for liability incurred to third parties as a result of any registered Corporate Drivers' actions as a representative, agent or employee, whether they were acting within or outside the scope of their authority or apparent authority, save and except that covered by the insurance purchased by the Co-op.

The Corporation understands that if it terminates its corporate membership, the Co-op will refund its corporate membership loan within sixty (60) days. The Co-op will refund that portion of the Corporation's corporate membership loan remaining after deductions for money owing to the Co-op at the date of such termination.

The Corporation requests the Co-op to accept the _____ (#) attached persons as registered Corporate Drivers of the Corporation (please attach a completed copy of Part B of the application for each Corporate Driver).

The Co-op will have an unsecured lien against the Corporation's corporate membership loan for debts due and owing in respect of the registered Corporate Drivers so long as the debts relate to use of the Co-op's vehicles that occur prior to the Co-op being notified in writing that the registered Corporate Driver:

- is no longer an employee; or
- no longer should have access to the Co-op's vehicles.



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The person(s) signing below warrant that they have authority to bind the Corporation.

Name(s) and personal information of the person(s) signing this application will be kept CONFIDENTIAL, in accordance with the Co-op's Privacy Policy.

I (WE) HAVE READ AND UNDERSTOOD THE FOREGOING AND I (WE) HAVE AUTHORITY TO SIGN ON BEHALF OF THE CORPORATION WHICH AGREES TO BE BOUND BY THE FOREGOING TERMS AND CONDITIONS.

Date _____

Full Legal Name of Corporation _____

The representative of the Corporation:

Name _____

Address _____

City/Province _____

Postal Code _____

E-mail address _____

Home phone _____

Work phone _____

Cell phone _____

Signature _____

TO BE COMPLETED BY THE CO-OP:

=====

Accepted by The Co-op

Date: _____



Corporate Driver Application - Part B

Corporate Member # _____

Corporation Name: _____

I apply to become a registered Corporate Driver of the Co-op in respect of the Corporation. I confirm that I have read the Manual and By-laws and I agree to perform all obligations of members as outlined therein and in the Agreement. I understand that my registered Corporate Driver status is contingent on the Corporation remaining a member in good standing, and my remaining an employee of the Corporation listed as a registered Corporate Driver. I understand that use of the Co-op's vehicles outside of this agreement may constitute theft.

In accordance with the Co-op's insurance requirements, please review the following Driver Attestation. The Driver Attestation will be provided to you on an annual basis for updating.

DRIVER ATTESTATION

I declare that in the past three (3) years I have not:

1. been involved in any at-fault accidents with any vehicle,
2. been convicted of any driving offense under the criminal code,
3. had any major traffic violations,
4. had my driver's licence suspended or interrupted for 1 year or longer for either convictions, demerit points or administrative reasons,
5. had more than 2 minor conviction charges on my driver's licence,
6. had an application for automobile insurance declined, a policy cancelled or renewal refused, or had special conditions imposed by any motor vehicle insurer.

I declare that to the best of my knowledge and belief the above is true and correct in all respects.

Name _____

Address _____

City/Province _____

Postal Code _____



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E-mail address _____

Home phone _____

Work phone _____

Cell phone _____

Date of birth (D)_____ (M)_____ (Y)_____

Driver's License # _____ - _____ - _____

I confirm that I have no medical condition preventing me from safely operating a motor vehicle:
_____ (Initial)

Signature _____

Date _____

AUTHORIZATION FROM THE CORPORATION

On behalf of the Corporation I, _____,
(title) _____, authorize the above-named applicant
to be added to our Corporate Membership account as a registered Corporate Driver (pending approval by the Co-op).

Signature: _____ Date: _____

TO BE COMPLETED BY THE CO-OP:

=====

Accepted by The Co-op

Date: _____