



# Community CarShare

## ***Individual Membership Agreement***

One or more individuals residing in the same household may share one Individual Membership. Each Membership shall be entitled to one vote.

I (we), \_\_\_\_\_ ,  
\_\_\_\_\_ ,

hereby apply to become an Individual Member (“member”) of Community CarShare Co-operative Inc., herein referred to as “the Co-op”.

I (we) have paid my (our) regular membership loan (refundable) of \$\_\_\_\_\_ .

I (we) recognise that:

- if the Co-op accepts this application, the terms of this Individual Membership Agreement (“Agreement”) along with the terms of the Member 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 my (our) driver’s license(s) and driver’s abstract(s), and my (our) making the required minimum regular membership loan, as set out in the Manual;
- by making the minimum regular membership loan, I (we) am (are) now a member of the Co-op.

I (we) have read and understood:

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

I (we) agree to observe and be bound by both the By-Laws and the Manual, including any amendments to either document. They form part of this contract. I (we) recognise 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.

If my (our) application is accepted, the Co-op will, subject to all the terms and conditions in the Manual and this Agreement, provide me (us) with access to vehicles (“the Co-op vehicles”) owned, leased or rented by it, and pay for the Co-op vehicle-related expenses such as gas, tires, maintenance and repairs.

I (we) understand that the Co-op will endeavour to ensure that the Co-op vehicles are clean and well-maintained and will periodically inspect The Co-op vehicles.



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However, I (we) recognise:

- That during the use of the Co-op vehicles, members are responsible for the maintenance and safety of The Co-op vehicles;
- That the Co-op 's periodic inspection of its vehicles is supplementary to the inspection of vehicles by members, and that the Co-op relies on its members for primary inspection of vehicles that they use;
- That as a member I (we) will be responsible for ensuring the safe condition of any the Co-op vehicle that I (we) 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 vehicles.

I (we) recognise that the Manual and the By-Laws state that as a member I (we) will be responsible for paying various fees, expenses, liens, fines and adhere to the prescribed timelines for their payment. I (we) agree that this money will be a debt due and payable by me to the Co-op and that the Co-op will have a lien on my (our) individual membership loan to cover the full amount owing. Any amount due and payable can be set off against my (our) individual membership loan balance, and will only be restored once all debts have been paid.

I (we) understand that the Co-op will ensure that the Co-op vehicles are insured under a comprehensive Insurance policy, the details of which are available from the Co-op. I (we) waive any right I (we) 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 a the Co-op vehicle.

I (we) understand that, if I (we) choose to make use of the child restraints provided by the Co-op in its vehicles, it is my (our) responsibility to ensure that the manufacturer's instructions (for the child restraint and vehicle) are followed every time the child restraint is used. I (we) 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 use of the child restraints made available by the Co-op. I (we) am (are) voluntarily assuming the risk involved, and in doing so, I (we) will be solely responsible for any loss or damage sustained.

I (we) 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 my (our) use of a the Co-op vehicle.

I (we) also waive any right I (we) 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 a the Co-op vehicle not being available at the time it was reserved.



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I (we) recognise that I (we) am (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 me (us) as a representative, agent or employee. I (we) also agree to indemnify the Co-op for liability incurred to third parties as a result of my (our) actions as a representative, agent or employee, whether I (we) was (were) acting within or outside the scope of my (our) authority or apparent authority.

I (we) understand that if I (we) terminate my (our) regular membership, the Co-op will refund my (our) regular membership loan within 90 days. The Co-op will refund that portion of my (our) regular membership loan remaining after deductions for money owing to the Co-op.

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



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TO BE COMPLETED BY ALL APPLICANTS

I HAVE READ AND UNDERSTOOD THE FOREGOING AND I AGREE TO BE BOUND BY ITS TERMS AND CONDITIONS.

Name \_\_\_\_\_

Address \_\_\_\_\_

\_\_\_\_\_

City/Province \_\_\_\_\_

Postal Code \_\_\_\_\_

E-mail address \_\_\_\_\_

Home phone \_\_\_\_\_

Work phone \_\_\_\_\_

Cell phone \_\_\_\_\_

Date of birth (D)\_\_\_\_\_ (M)\_\_\_\_\_ (Y)\_\_\_\_\_

Driver's License # \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

Signature \_\_\_\_\_

I request that my monthly invoice be sent by:

[ ] email OR [ ] regular mail

TO BE COMPLETED BY THE CO-OP:

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Accepted by The Co-op

Date: \_\_\_\_\_