



Household Membership Agreement

Revised July 16, 2011. This Household Membership Agreement replaces all previous Household Membership Terms and Conditions versions.

Introduction

Welcome to CarShareHFX. This Agreement is for the mutual benefit of our Members and CarShareHFX. Please let us know if there is anything you do not understand and we will be happy to explain.

Contact Information

Phone

Hotline 902 407 3111, a Halifax local call

- 24/7 for reservations and emergency calls
- Call Centre charges apply for reservation calls
- Emergency / Problem Report calls are free.

Office 902-406-7439 Fax 902 406 7431

Office

2459 Agricola St., Halifax, NS, B3K 4C1,
Canada

Online reservations

Login to carsharehfx.ca with your Member # and password. No charge.

Email

General: info@carsharehfx.ca

Billing: accounts@carsharehfx.ca

CarShareHFX is a unit of CarShare Atlantic Ltd., offices at 2459 Agricola Street, Halifax, NS B3K 4C1.

Definitions

In this Agreement, we refer to the person who is a party to a Membership Agreement with us as the Member. They are “account owner”. Persons subscribing to the Driver Terms who are on the Driver’s List of a Member are referred to as a “driver” and to all who have subscribed to either of these agreements and been accepted by CarShareHFX may be referred to as “members” or “CarShareHFX members”. The Member who is party to these Terms and Conditions is referred to as the “Member” or “Client” or “you”. We refer to CarShareHFX as “CarShareHFX” or “we”.

“Manual” refers to the operator’s manual for the vehicle. “Handbook” refers to the CarShareHFX Handbook. Both are kept in the vehicle’s glove compartments.

1. : In this agreement,
 - **‘Agreement’** is the current version of this document currently posted on the CarShareHFX website
 - **‘CarShareHFX Price List’** means the price list, including any amendments to it;
 - **‘Client’** means the accepted applicant for a Household Membership in CarShareHFX;
 - **‘Driver’** means a person whose name appears on the Drivers List of the Client and has been issued a CarShareHFX Driver ID (User ID, Password, fob);
 - **‘Drivers List’** means the list of Members who have been added to the Client’s account;
 - **‘Courtesy Administrative Charges’** means the courtesy administrative charges set out in the Driver Terms and Conditions;
 - **‘Member’** is any person who has been issued a CarShareHFX Member ID;
 - **‘CarShareHFX’** is a unit of CarShare Atlantic Ltd., office at 2459 Agricola Street, Halifax, NS, B3K 4C1;
 - **‘Driver Terms’** means the CarShareHFX Driver Terms, the most recent version of which is available on the CarShareHFX website; and
 - **‘Vehicle’** means a vehicle owned/leased by CarShareHFX and includes any equipment in the vehicle.

Application

2. By submitting an application for a Household Membership (which includes Application for a Driver’s ID) in CarShareHFX the Client agrees to the terms of this agreement and those terms and conditions contained in the Driver’s Terms. CarShareHFX may amend this agreement from time to time. Notice of any such changes will be provided to the Client within seven days. The Driver’s Terms may be amended in accordance with their terms.
3. The Client acknowledges that CarShareHFX’s acceptance of the application for a Household Membership account may be subject to credit approval or requirement of a security deposit.

Payments

4. The current rates for the Vehicle usage are set out on the website Rates and Fees document and may change from time to time without notice. The Client agrees to pay the rates current as of the date the relevant Vehicle is used. The rates for Courtesy Administrative Fees and related costs are set out in the Driver Terms that are available online. All rates are payable in Canadian dollars.

Fees to Join

5. Applicants are required to pay an Application Fee and an Annual Membership Fee, and possibly make a Security Deposit and/or other fees related to particular Membership Plans and options. The rates are set out on the website at http://carsharehfx.ca/PDF_files/documents/Rates&Fees.pdf.
The Application Fee is due at time of application.
The payment of the Annual Membership Plan fee must be made before the Membership is activated.
The Annual Membership Plan Fee is a payment for the Client's access to the CarShareHFX reservation system and to its vehicles. Annual Membership Plan fees are non-refundable.

CarShareHFX Refundable Membership Bonds

6. Members who choose to "buy into" the Liberty Plan's lower hourly, daily and long distance rates with the CarShareHFX Membership Bonds of \$500 (or \$750 for two or more people on account) will be refunded within six months of terminating their plan.

Renewals

7. All Plan annual fees are due on the 1st of the month in which the current Membership Plan would end.
 - CarShareHFX will notify the Client of the first upcoming renewal date. If they do not hear from them within 7 days they will be charged the same annual fee as the last year.
 - After the first renewal CarShareHFX will renew the membership automatically until the Membership is terminated.
 - If the membership has subscribed to the Deductible Reduction Fee Damage Pool, the Deductible Reduction Fee will be renewed automatically at the end of its one-year term.

Added Drivers

8. The Client will be responsible for paying any fees, expenses, liens, and fines incurred by their Drivers List members as set out in the Driver's Terms. The Client acknowledges that the Client will be responsible for the payment of all Courtesy Administrative Charges and other charges relating to acts or the failure to act of all its Drivers.
9. CarShareHFX may restrict the right of any Driver to drive on the Client's account if the membership account is in default in paying any amount owing or a request for full or partial payment to CarShareHFX AND/OR if the Balance Owing is over \$50 when the monthly invoice is due. The restriction will remain in effect until such time as any amounts owing have been paid in full, including any interest accrued and a suitable payment method has been selected.
10. The Membership Account owner is responsible for Payments for all drivers they are the responsibility of. However, if payment is not made by the account owner, each driver will be jointly and severally liable for fees and charges relating to that driver. The Membership Statement/Invoice will have trip records batched and subtotaled by the individual drivers on the Drivers List. Courtesy Administrative Charges and other charges will be added to the invoice.

Other payment terms

11. The Client is bound by the current application and membership plan fees, payment process and fees list set out on the website and will pay for all usage as billed. Account payment options include:
 - **Monthly Credit Card:** usage and other charges are charged to a credit card on file with CarShareHFX. Prepaid Visa or Prepaid MasterCard credit cards are not accepted for such payments.

- **Prepaid Balance Account:** payments can be made by cheque, money order, cash, VISA or MasterCard, Prepaid VISA or Prepaid MasterCard. Automatic payments can be set up for the Prepaid Balance plans.
 - Upon request, other payment options such as electronic bill payment, pre-authorized debit, etc. may be made available by CarShareHFX, in its sole discretion.
12. Clients using a premium VISA or MasterCard credit card that offers collision damage insurance for rental cars may waive the CarShareHFX Comprehensive and Collision coverage in favour of the coverage provided by the credit card. If they have other vehicle insurance that would provide them better Collision coverage (i.e., a lower deductible) they may be able to waive the CarShareHFX coverage.
- Download VISA insurance waiver form
 - Download MasterCard insurance waiver form
 - Download About Waivers

Drivers

Drivers List

13. The Membership Application for the Client includes application for one Driver. The Client is the Membership owner, and controls the Drivers List, and is responsible for the payment of the account. The Client's Drivers List may include up to 6 drivers at any one time.

Review

14. Individuals who already have a CarShareHFX Driver ID may be added to the Drivers List with no charge.

Acceptance of nominated drivers as a Member requires an individual application by each driver and the successful check of each driver's license and driving record, meeting the requirements of CarShareHFX's insurer. Every new Driver must submit an individual application and:

- be at least 21 years old;
- have held a valid drivers license for at least three prior consecutive years;
- currently hold a full NS Class 5 drivers license or an equivalent from another jurisdiction;
- have had NO speeding convictions for driving 40 km above speed limit within last 3 years;
- have had no more than four (4) minor driving infractions within the last three years (6 points maximum);
- have had no more than one (1) at-fault accident in the previous five years; and have had NO careless driving or motor vehicle criminal charges.

In the course of the individual drivers' online application, each is required to answer screening questions for their eligibility on these criteria.

- If they fail the screening, their application is rejected, no Driver's Abstract is requested, and no Driver's Application fee is charged.
- If their answers pass the screening, their abstract is requested from the NS Registry of Motor Vehicles and/or other licensing agencies and the application fee is charged and is non-refundable, whether or not CarShareHFX accepts the applicant.

Orientation

15. Each new Member is required to take the Member Orientation before their Member ID is activated and they are issued their personal RFID Access Fob ("fob").

Behaviour

16. All its drivers must carry a valid driver's license while using CarShareHFX cars.
17. Assignment or transfers of fobs between Members is prohibited (as is transfer from a Member to a non-member). No one who is not a Member may drive a Vehicle except as set out in the Driver's Terms under the "Emergency driver exemption".
18. All the client's drivers have signed the CarShareHFX Driver's Terms and agreed adhere to all the rules and regulations found therein when using CarShareHFX vehicles and CarShareHFX services. In particular under Section 34. "Privacy"

You consent to the collection, storage and use of your personal information that you supply to us or which we collect about you. This personal information may be used for the purposes of checking your driving record, sharing your driving record with the account holder on whose driver's list you are listed and our insurer, for tracking vehicles, and otherwise in accordance with our privacy policy.

For the purposes of this section "your driving record" includes any actual knowledge the account holder or CarShareHFX or our insurer may have about your driving or conditions that affect your ability to drive or your eligibility to use CarShareHFX, whether or not it is currently reflected in your Driver's License abstract on file with CarShareHFX.

Your account holder and CarShareHFX agree under the Membership Terms and Conditions (Household or Workplace) that each is obliged to advise the other immediately if either has actual knowledge of any reason affecting a Driver's ability to drive or use CarShareHFX services, including a serious medical condition, a motor vehicle accident, serious charges under the Motor Vehicles Act, misuse of CarShareHFX vehicles or misuse of your Driver List obligations, or any misrepresentation of personal information supplied to CarShareHFX.

19. The client and CarShareHFX agree that each is obliged to advise the other immediately if either has actual knowledge of any reason affecting a Driver's ability to drive or use CarShareHFX services, including a serious medical condition, a motor vehicle accident, serious charges under the Motor Vehicles Act, misuse of CarShareHFX vehicles or misuse of your Driver List obligations, or any misrepresentation of personal information supplied to CarShareHFX. Any of the client's Drivers List Members who become ineligible are not covered by the CarShareHFX vehicle insurance: all responsibility and liability for any accidents become the Client's responsibility.
20. The client indemnifies and holds harmless CarShareHFX and its affiliated companies, and each of their directors, officers, employees, and agents from and against any and all taxes, losses, damages, liabilities, costs, and expenses, including reasonable attorneys' fees and other legal expenses that arise, directly or indirectly, from or in connection with any intentional misconduct or grossly negligent act or omission of the client or a Driver and for any breach by the client or a Driver or any of their employees or agents of any of the covenants, warranties, or representations contained in this agreement or the Driver's Terms.

CarShareHFX Responsibilities

21. Upon acceptance, CarShareHFX will, subject to this agreement and the Driver's Terms, provide the Client's Drivers List with access to the reservation system and the Vehicles shown as available.
22. CarShareHFX will pay for certain Vehicle-related expenses (such as gas, tires, standard maintenance, and pre-approved repairs, MacPasses, fleet insurance).
23. CarShareHFX warrants that Vehicles are insured under a comprehensive fleet vehicle insurance policy as described in the Driver's Terms, further details of which are available from CarShareHFX.
24. CarShareHFX warrants that it has the right to enter into this agreement and to provide the Vehicles for the Client's and each Driver's use as set out in this agreement.
25. Except for the express representations and warranties stated in this agreement, to the extent permitted by law, CarShareHFX makes no additional representation or warranty of any kind as to any matter whatsoever. The Client will not have the right to make or pass on any representation or warranty on behalf of CarShareHFX to any third party.

Courtesy Administrative Charges

26. Clients are responsible for Courtesy Administrative Charges resulting from their own or their Drivers List Members' acts or omissions as set out in the Driver's Terms. Each breach carries a Courtesy Administrative Charge and cost recovery provisions (i.e., returning a car late will carry a late charge plus the costs for the extra time plus any expenses incurred by CarShareHFX in providing alternative transportation to another Member who had booked the car) including staff time, taxi fares, etc.

The Drivers List

27. The Client has the authority and responsibility to add, suspend and remove Members from the Client's Drivers List. The Client requests changes to their List through the CarShareHFX office.
28. All Members on the Client's Driver's List are deemed valid users of the Client's account, through the end of any trips commenced prior to a Client-requested suspension or termination going into effect.
29. The client may impose conditions and requirements on members of their Drivers List in addition to those set by CarShareHFX: CarShareHFX is not a party to any such terms and conditions, and any disputes arising over those terms are solely a matter between the account owner and the drivers listed. Any such dispute does not affect the Client's responsibility to CarShareHFX.

Fob

30. Each Driver's fob remains the property of CarShareHFX.
 - The Client is liable for the loss, deterioration and any misuse of the fobs and other material by any other person using their account.
 - If a fob is lost, the Client must advise, or have the relevant Driver advise, CarShareHFX's office as soon as possible (and in any event, within one hour of the discovery of its loss) and to inform them of the loss and/or to use the Autovera online system to register the loss. The Client is responsible to pay all charges relating to the unauthorized use of a fob.
 - A fob replacement fee must be paid before CarShareHFX will issue a replacement fob.
 - When the Client notifies CarShareHFX that they are terminating their membership, or that a member on their drivers list is to be removed, CarShareHFX will immediately add a "lost Fob" fee to the client account for each affected Driver List Member. The fee will be reversed at no charge if the fob is returned to CarShareHFX within 30 days of the client notice. Fob returns after that period will incur a restocking admin fee.

Refueling and Other Maintenance

31. Without limiting the responsibilities of the Client or any Driver, it is the Client's responsibility to ensure that the Vehicle's gas tank is at least one quarter full on return by a Driver and is returned clean. An administrative fee and other charges may apply if the car is returned and left with less than a quarter tank of fuel.

CarShareHFX will reimburse fuel costs on submission of a dated receipt along with the driver's Member ID, Vehicle number and odometer reading at the time. This should be mailed or delivered to CarShareHFX. CarShareHFX will reimburse the Membership account for such expenses. It is up to the client to settle with their drivers.
32. Drivers may make other minor (i.e., \$25 or less) reimbursable purchase of supplies and/or minor repairs (i.e., windshield wiper blades) in the course of their use. If the Driver is not certain whether an expense will be reimbursed or if the cost will exceed \$25, they must call CarShareHFX prior to incurring the expense. Clients and Drivers who pay for reimbursable expenses will be reimbursed on submission of receipts, as above.

Treatment and Operation of Vehicles

33. The Client acknowledges and agrees that other Members use all Vehicles, and that no attendants visit and inspect the Vehicles before each usage. Vehicles are therefore provided in 'as is, where is' condition. It is incumbent upon the Client to ensure that its Drivers report all damage to a Vehicle as well as breaches by previous drivers – such as evidence of smoking in the Vehicle, a failure to return the car with at least half a tank and a failure to clean the car. The Client will be liable for any costs and damages that are not reported.
34. The Client must ensure that all Drivers properly maintain Vehicles. The Client will be liable for any failure on the part of any Driver to maintain properly a Vehicle including any damage to the Vehicle as a consequence of that failure.

- 35.** The Client must ensure that all Drivers adhere to all laws respecting the operation of motor vehicles and road safety. The Client will be liable for any failure on the part of the Driver and hereby indemnifies and holds CarShareHFX harmless from any loss, cost, damage or expense arising from any act or omission of a Driver or any other person using a Driver's fob.
- 36.** Without limiting the foregoing, CarShareHFX retains a zero-tolerance policy towards the following (each of which will be considered to be a material breach of this agreement):
- Driving Vehicles in any race or competition,
 - Using Vehicles for any illegal purpose, or
 - Using Vehicles while the Driver is under the influence of any intoxicating substance.
- Failure to abide by these rules will result in the suspension of a Driver's privileges without notice and may lead to the termination of Driver's Member ID, and may lead to the termination of this Agreement.

Accidents and Damage

- 37.** The Client is responsible to ensure that Drivers comply with the Driver's Terms in the event of an accident or where damage is caused to a Vehicle.
- 38.** To the extent that there is any loss, damage or claim relating to Vehicles that is not covered by insurance, including, without limitation, the costs of temporarily replacing a Vehicle during repairs, or third party claims against CarShareHFX or the Driver, the Client will be responsible to pay for such loss, damage or claim and indemnifies and holds CarShareHFX harmless from any such loss, damage and claim.

Liens and Impoundment

- 39.** If the Vehicle is towed and impounded for illegal parking while booked by a Driver, the Client is responsible for recovering the Vehicle and paying any costs arising from the Vehicle being towed. The Client indemnifies and holds CarShareHFX harmless from any losses, costs or expenses arising from any such impoundment.
- 40.** If, without the approval of CarShareHFX a lien is placed on a Vehicle or a Vehicle is impounded (for instance, by failing to pay for repairs) the Client is responsible for and indemnifies and holds CarShareHFX harmless from all such costs, court and legal fees incurred by CarShareHFX in pursuing the speedy return of the Vehicle as well as any service charges.

Termination by Client

- 41.** The Client may terminate use of its account by its Drivers List in whole or in part at any time. The Client is responsible for all CarShareHFX charges incurred by its Drivers through the end of any reservations in use at the time of termination.
- 42.** All applicable charges and fees owing at the time of termination will be deducted from the Client's security deposit (if applicable) before the security deposit will be refunded.
- 43.** Any refunds due will be paid within 45 days of the calendar month end of the date of termination.

Termination by CarShareHFX

- 44.** Without limiting other rights and remedies available to CarShareHFX, CarShareHFX may terminate this agreement or the Client's or any of its Drivers' memberships at any time where:
- the Client or a Driver has violated the terms or conditions of this agreement or the Driver's Terms; or
 - the Client dies, is unable to pay its debts as they become due, appoints or has appointed a receiver, liquidator, trustee, or becomes otherwise subject to any voluntary or involuntary bankruptcy or other insolvency proceedings or makes any assignment for the benefit of creditors.

Limitation of Liability

45. To the extent permitted by law, the Client waives any right it may have to sue or make claims against CarShareHFX and its directors, officers, employees, or Clients for damages arising from the condition of a Vehicle, except in cases of gross negligence.
46. The Client also waives any right it may have to sue or make claims against CarShareHFX and its directors, officers, affiliates, employees, or other CarShareHFX customers for a Vehicle not being available at the time it was booked.
47. If CarShareHFX is delayed or prevented from exercising its obligations in accordance with this agreement due to circumstances beyond its reasonable control, including without limitation, strikes, lockouts, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, act of God or other similar causes, then such failure to meet obligations shall not be a breach of this agreement.
48. Notwithstanding anything to the contrary contained in this agreement, CarShareHFX will not, under any circumstances, be liable for consequential, incidental, special, or exemplary damages arising out of or related to this agreement, including but not limited to lost profits, loss due to inability to obtain data, loss of business, or loss of anticipated profits, revenue, or use, even if apprised of the likelihood of such damages occurring.
49. Notwithstanding anything to the contrary contained in this agreement, under no circumstances will CarShareHFX's total liability of all kinds arising out of or related to this agreement or otherwise in connection with a Vehicle (including but not limited to warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, equity or otherwise, exceed the total amount paid and/or owed by the Client to CarShareHFX under this agreement in the three months immediately preceding the event that first gave rise to the claim.
50. Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by CarShareHFX to the client and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement and all provisions shall be applied to the fullest extent permitted at law. The limitations in this section 49 will apply notwithstanding the failure of essential purpose of any limited remedy in this agreement.

Waiver

51. Any waiver of the provisions of this agreement or the Driver's Terms or of a party's rights or remedies under this agreement or the Driver's Terms must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or the Driver's Terms or its rights or remedies at any time, will not be construed as a waiver of the party's rights and will not in any way affect the validity of the whole or any part of this agreement or the Driver's Terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this agreement or the Driver's Terms will not preclude the enforcement by the party of any other right or remedy under this agreement or the Driver's Terms or that the party is entitled by law to enforce.

Severability

52. If any single part of this agreement is found to be legally ineffective or unenforceable, it shall not affect the validity or enforceability of the rest.

Notice

53. Any notice required or permitted to be given in accordance with this agreement will be effective if it is in writing and sent by certified or registered mail, or insured courier, return receipt requested, to the appropriate party at the address set forth on the Client's application form and with the appropriate postage affixed. Either party may change its address for receipt of notice by notice to the other party in accordance with this section 54. Notices are deemed given two business days following the date of mailing or one business day following delivery to a courier.

Entire Agreement/Inconsistency

54. The terms of this agreement, the application and the Driver's Terms are the entire statement of the agreement between the parties and supersede all previous communications, representations, understandings, and agreements, either oral or written, between the parties with respect to the subject matter of this agreement, the application and the Driver's Terms.

55. This agreement and the Driver's Terms are intended to be read together. However, in the event of a conflict or inconsistency between this agreement and the Driver's Terms, the terms and conditions of this agreement will prevail.

Choice of Laws and Disputes

56. This agreement and all disputes, claims, or controversies arising out of or in connection with this agreement, including any question regarding its formation, existence, validity, enforceability, performance, interpretation, breach, or termination shall be governed by and construed in accordance with the laws of the province of Nova Scotia and the laws of Canada applicable therein.
57. All disputes under this agreement shall be subject to arbitration in accordance with the Commercial Arbitration Act (Nova Scotia), before a single arbitrator sitting at Halifax, Nova Scotia.

Protecting Your Privacy

58. CarShareHFX respects your privacy. We do not sell information about our Clients or drivers to anyone. Clients can choose not to provide some or all of the above information; however, this decision may prevent CarShareHFX from determining eligibility and/or the ability to provide Clients with full access to available or requested services.
Our commitment to protecting your personal information is outlined in our Privacy Policy, available online on our website and upon request from CarShareHFX.

Your agreement

58. If you applied online, you have agreed to this Agreement's terms and conditions electronically by clicking "I accept" and confirmed your agreement when issued your Fob by your signature on the Household Joining Receipt.
59. If you are applying by paper, you have agreed to these terms and conditions when issued your Fob and confirmed your agreement by your signature on the Household Joining receipt.
60. By agreeing to these terms and conditions you are accepting as well the conditions set forth in the Driver's Terms.
61. You agree to pay CarShareHFX for your usage as well as any other fees and charges as set out in these Terms and Conditions.
62. CarShareHFX reserves the right to amend this Agreement from time to time as it sees fit or necessary, without prior notice. Current Agreements and Driver Terms are available online. You must check the website each time you reserve a car to ensure that you are familiar with the latest Terms and Conditions. Use of a vehicle is deemed to constitute acceptance of the most recent version of these Agreements and Terms as posted on our website.
63. Every Driver member must possess a valid Nova Scotia driver's license, or an acceptable alternative. If a new license must be obtained to meet obligations of Nova Scotia laws, the new license information must be submitted promptly to our office. You must immediately inform CarShareHFX of any changes to your driver's license.
64. You represent that the information in your CarShareHFX application form is complete and correct in all respects, and you authorize CarShareHFX (or its designees) to check such information including, without limitation, the your driving record.
65. If any single part of these Terms and Conditions is found to be legally ineffective or unenforceable, it shall not affect the validity or enforceability of the rest of these Terms and Conditions.