



## **Welcome to Ashland CarShare!**

Thank you for joining Ashland CarShare. Please take a few moments to read this manual that provides important membership information that will help Ashland CarShare run smoothly and efficiently. If you ever have any questions that this manual can't answer, or feedback, please contact us.

### **Our Mission**

We are a grassroots, non-profit organization dedicated to enhancing the social and environmental integrity of local and global communities by promoting car sharing and other healthy transportation choices.

### **Our Goals**

- Reduce greenhouse gas emissions and other air pollution by reducing individual car ownership and use
- Provide an affordable transportation option
- Enhance the pedestrian atmosphere of city streets and public places
- Increase the environmental, economic and social sustainability of local communities

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## **How to Contact Us**

**on the web:**      [www.ashlandcarshare.com](http://www.ashlandcarshare.com)

**by phone:**      (541) 488-1499

**by email:**      [info@ashlandcarshare.com](mailto:info@ashlandcarshare.com)

**by mail:**      258 A St. Ste 1 PMB 34, Ashland, OR 97520



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## Member Basics: a Quick Reference

### Pods and Fobs

Each car has its own reserved parking space called a “pod,” where it can be found when not reserved. You will be given directions to the pod, which can be printed when you make a reservation. To get into the car, you will need your key “fob”, issued at your member orientation. The key fob enables you to lock and unlock the car when you have a reservation, and records your usage. **It is *very important* to “fob out” whenever you exit the car, which locks the doors and disables the ignition.** Please do not ever use the lock/unlock button to secure the vehicle.

### Car Care

Using Ashland CarShare responsibly and with care will ensure a good experience for you and other members. Excellent drivers keep our insurance and maintenance costs reasonable. ACS regularly details and maintains all of the vehicles in the fleet. Since you expect the car to be available and clean when you reserve it, that also means you are responsible for returning it in the same condition. Please return vehicles within the reserved time, keep the gas tank above one quarter full, and remove your trash and belongings when you’re done. Smoking or transporting pets without a carrier that contains all hair is prohibited in all Ashland CarShare vehicles. These simple courtesies are essential to a smooth car sharing system.



## Problems and Emergencies

If you experience a problem that requires immediate attention, call the Reservation & Emergencies line at (541) 488-1499. If life or safety are in danger, call 911 first.

## Reservations

1. Reserve a vehicle up to 3 months in advance or at the last minute. Log onto [www.ashlandcarshare.com](http://www.ashlandcarshare.com) or on a mobile device, <https://reserve.ashlandcarshare.com/mobile> (or .com/m), or call 541-488-1499 with your member I.D. number and password. **Note: there is a call center assistance fee of \$2.00 per call, except in emergencies.** Make generous estimates for the time your trip will require so that other members can depend on the car being available and clean with at least a quarter tank of gas. Make changes or cancellations as soon as possible to avoid penalties.
2. Bike, walk, or bus to the car's pod and use your key fob to unlock it. Walk around the car to check for any damage or noticeable issues. Notify Ashland CarShare promptly of any abnormalities or problems.
3. Return the car to the same pod and FOB OUT. It is very important that you fob out to avoid theft, vandalism, and fines.

## Billing

ACS utilizes a **Pay as You Drive** billing system. Members are charged for each reservation on the same day (around 1am) of each reservation. The PAYD system estimates driving time at 6 miles per hour. Any extra miles and all credits will be applied to the monthly invoice. Accounts are reconciled and invoices are



generated at the beginning of each month for the previous month's charges. The credit or debit card we have on file will be automatically charged on the 10<sup>th</sup> of each month. All billing is done electronically (Ashland CarShare may be able to accept a refundable security deposit for non electronic accounts, inquire for more information).

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## Membership Requirements

- Members must carry a valid driver's license during each trip and must meet our Driving Record Requirements. If your license is suspended, withdrawn, or expired, for any reason, your membership expires immediately.
- Members must immediately report any changes in contact and billing information (address, phone number, debit/credit car number) to Ashland CarShare for insurance purposes.
- Members must have a valid credit or debit card number for electronic billing. We will accept a refundable security deposit. Please email us for more details.
- **Members are responsible for reading and following the requirements of this member handbook.**
- All members must attend a brief orientation prior to using a vehicle.

## Driving Record Requirements

Ashland CarShare obtains a Motor Vehicle Report (MVR) for every applicant. In order to qualify for membership in Ashland CarShare, your MVR must have all of the following:

1. Licensed driver for 2 consecutive years
2. A driver's license from your permanent state of residence.



- Had your current driver's license at least 2 consecutive years. If you have just moved to Oregon on a permanent basis, you must acquire an Oregon Driver's License within 60 days of joining.
  - If you have a foreign license, please obtain a copy of your driving record (in English) from the country where it was issued.
3. Had your current license at least 2 consecutive years.
    - If not, please provide previous license number(s)
  4. Clean driving record  
You will not be granted membership if you have any of the following major moving violations:
    - Vehicular manslaughter
    - Excessive speeding
    - Excessive disregard for red lights/stop signs
    - DUI
    - Reckless driving

**Are you between the ages of 18 and 21?**

5. **If so**, proof of insurance and a signed consent form from the policy holder of your insurance (we cannot accept members younger than 18).

Ashland CarShare reserves the right to revoke or suspend a member's driving privileges at any time.

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## **Terminating Membership**

If you wish to cancel your membership, contact ACS in writing, indicating reasons for leaving, forwarding address and any comments you have about our service. You will need to return all property of ACS



including your key fob, and RVTB Bus pass, if applicable. There is a \$30 penalty for not returning your fob. Cancellations go into effect at the end of the current billing cycle.

Ashland CarShare may terminate or suspend your membership at any time for violating the terms or conditions of the Membership Agreement, this manual, or the operators manual of the vehicle. Your permission to drive ACS vehicles is automatically suspended if you are charged with driving recklessly or without due care or any related vehicular offense including:

- Operating a motor vehicle while impaired
  - Operating a motor vehicle dangerously
  - Failure to stop at the scene of an accident
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## **Insurance**

Ashland CarShare has vehicle insurance, much like a rental car agency or any business with a fleet of cars. The following types of insurance are in effect while you are driving Ashland CarShare vehicles:

- **Automobile liability:** any ACS member authorized to operate a vehicle is covered by the automobile liability insurance policy and is subject to all of its terms, conditions, and exclusion;
- **Collision:** if an authorized driver is involved in an accident, the vehicle is covered by collision insurance. The driver, if found at fault, is responsible for paying the deductible up to a limit of \$1,000 per accident;
- **Damage other than collision:** Ashland CarShare vehicles are covered by comprehensive insurance. The driver is, however, responsible for paying the deductible up to a limit of five hundred dollars \$1,000 per occurrence when he or she is responsible for the damage.



You are responsible for the full values of any damages caused to ACS property or the property of all third parties which are neither covered by the insurance policy or by the manufacturer's warranty, which occur during your use of the vehicle. The insurance policy is available for your inspection and can be read at ACS's office, by appointment.

Ashland CarShare assumes no liability for personal property on or in the vehicle.

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## How to Use Ashland CarShare Vehicles

### Reserving a Vehicle

To reserve a car, estimate how long your trip will take and which car you want to use. When in doubt, overestimate your trip length a bit to avoid a late return fee. Weekends and evenings are generally higher use times, so we ask your cooperation and flexibility in reserving times and vehicles to match your needs. Our on-line reservation system is the easiest way to make a reservation. Log onto [www.ashlandcarshare.com](http://www.ashlandcarshare.com), or on a mobile device, <https://reserve.ashlandcarshare.com/mobile> (or .com/m) with your member number and password to proceed. You can access our 24 hour reservation system by calling 541-488-1499 with your member number and personal PIN number. **Please note that all phone reservations will be charged \$2.00, to cover the cost of this service.**

### Modifying or Canceling a Reservation

If you need to modify or cancel a reservation, use the on-line reservation system or phone system. Plan ahead since there is a fee for canceling a reservation within 4 hours of the start (see Fees).



If you are running late, first try to extend your reservation on-line or by phone. If you are unable to change your reservation because another member has reserved the car after you, please call the Reservations and Emergencies line at 541-488-1499. If you are unable to get the car back to its pod on time for the next reservation, you will be charged an inconvenience fee based on the number of minutes late and the cost of a taxi for the displaced member. The charge for the number of miles is double if you fail to call the Reservations and Emergencies line.

### **Accessing the Vehicle**

When you reserve the car there will be directions to help you find it. ACS vehicles have our logo on them. If you do not find the vehicle in its pod, call our Reservations and Emergencies line at 541-488-1499. We may know where the car is. After being accepted as a member and paying the initial joining fee, you will receive a personalized device called a key fob that will allow you to access an ACS vehicle when you have a valid reservation. Note: The fob remains the property of Ashland CarShare and you are responsible for its loss, destruction, or misuse.

Use the key fob to unlock the car doors. It also enables the ignition and records your vehicle usage. To unlock the car, hold the fob over the reader, located on the driver's side windshield, for several seconds. The reader will beep, flash a green light, and unlock the doors. Our SmartKey system allows you to use the car without the key in the ignition. This prevents battery drain when the key is accidentally left in the ignition. The key is located in the center compartment and should not be removed.

Always FOB OUT when exiting the car. Theft and vandalization would be tremendously inconvenient to all members!



## Pre-Trip Inspection

Before driving away, be sure to walk around the vehicle to check for any damage or abnormalities. There is a Damage List located in the glove box that notes all prior damage. If you find a new irregularity that has not yet been noted, write it on the list and **call us promptly** to avoid being held responsible for repair. You are also responsible for checking that all of the following items are in the glove box of the car:

- Proof of insurance and Registration- Do not drive if these are missing!
- Quick reference guide
- Damages sheet
- Gas card
- Electronic Key

If the car is left dirty (beyond normal wear and tear), has odors or evidence of pets, has less than one quarter of a tank of gas, or is missing any of the above items in the glove box, please contact us, otherwise we will hold you responsible when the next user reports it.

## Returning the Vehicle

If you cannot return the vehicle to its pod, please park as close as possible and call (541) 488-1499 immediately to let us know where you parked.

Proper return includes:

- All windows rolled up tightly
- Fuel tank is at least ¼ full
- All lights are off
- You have taken all your personal belongings and trash
- You have notified ACS of any new damage



- **You FOB OUT**

Please perform all these checks even if there is another member waiting. Having each member fob out ensures that all charges are properly assigned and the vehicle is secured against theft.

If you fail to return the vehicle two hours past its drop-off time and you have not called Ashland CarShare, we will call your listed phone number. If you cannot be contacted, the vehicle will be reported to the police as missing and you will be charged late fees.

## **Car Care**

As a member, you agree to treat ACS vehicles with respect, just as you would your own property. You will be liable for any damage that results from disregarding the instructions in the operator's manual in the glove box.

Children must use car seats appropriate to their age and size, which the member is responsible for providing. Children under age 12 must be seat belted in the rear seats.

## **Important Policies**

*Smoking is prohibited in all Ashland CarShare vehicles*

*Pets must be in carriers that contain all hair*

Ashland CarShare vehicles may be used for many reasons, but not for the following:

- By any person who is not a current member of ACS



- When no reservation has been made
- For any illegal activity
- For the purpose of towing, pushing, or propelling any trailer or any other vehicle
- In a race, test, or competition
- While the driver is under the influence of any intoxicating substance
- To carry persons or property for hire
- Outside the continental United States
- If it has been obtained from ACS by fraud or misrepresentation
- Other that on paved roads
- In a careless or negligent manner
- When it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts

## **Gas**

To keep the system running smoothly, members must return the vehicle with at least one quarter tank of gas. Each car is provided with a gas card that remains in the center compartment and is to be used only for refueling, car washing, and oil changes, when applicable. Swipe the card at the pump or inside, just as you would any credit card. You will be prompted for a) your member number b) the odometer reading for the vehicle's total mileage (not the trip odometer reading). You do not need to keep the receipt. If, for any reason, you cannot use the card, please pay for gas yourself and send us the receipt and your account will be credited the full amount on your next invoice. Please purchase regular unleaded gasoline.

## **Cleaning**

Members must agree to keep Ashland CarShare vehicles clean. ACS will have the vehicles cleaned regularly. If you would like to clean a dirty car, we will reimburse any cleaning costs up to \$15.



If you return a car dirtier than you found it, a \$25 fee will be applied to your next bill.

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## **Problems and Emergencies**

*Traffic and parking tickets:* If you get a ticket while using an Ashland CarShare vehicle, it is your responsibility to pay it promptly.

*Impoundment:* If the vehicle is towed and impounded for illegal parking while you have reserved it, you are responsible for recovering the vehicle and agree to pay any costs arising from the vehicle being towed as well as any late fees that are incurred.

*Emergency Driver:* If an emergency occurs and the life or safety of you or another person is at risk, you may allow a non-member to drive an ACS vehicle on the condition that:

- Driver has a valid driver's license
- Driver is not under the influence of any intoxicating substance
- Driver operates vehicle under member supervision
- You report the circumstances to ACS promptly
- You assume liability for any fees, costs, or damages arising from the authorized person's use of the Ashland CarShare vehicle

The following qualify as Emergencies, when we want you to call us immediately at 541-488-1499 (there will be no phone charge applied):

- The reserved vehicle is not in its pod when you arrive. We will tell you where it is and when it is expected back. If a slightly



later reservation time works for you, we can adjust your reservation start time. If not, there are some choices. We can

- Pay for your taxi ride or car rental to your destination, minus what you would have paid ACS for the trip, up to \$30.
- Cancel your reservation, with no fees and give you up to \$30 in driving credit.
- You are unable to park in the vehicle's pod. Let us know where it is.
- You are running late and have *first* tried to extend your reservation. If another member has a reservation immediately after yours and the vehicle is not there for them, it will be helpful for everyone to know when the vehicle is expected to arrive.
- Vandalized or damaged vehicle. If the vehicle is not drivable we can arrange for alternate transportation. If the damage is aesthetic and the car is safe to drive, it is important to note the damage on the Vehicle Damage Form in the glove box in addition to calling us.
- The vehicle requires a jump start.
- You are locked out.
- You are unable to lock it with your key fob.
- The car breaks down. Do not attempt to repair it yourself. We will get you roadside assistance and a taxi, rental car, or different ACS vehicle.
- In case of accident:
  - If anyone is injured, call 911.
  - A quick reference card is located in the glove box that outlines the specific steps to take after an accident.
  - Call local police.
  - Make sure to get a copy of the accident report form the officer.
  - You are obliged to secure evidence from any available witnesses.




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## Membership Plans

|   | Share a lot   | share a little   |
|---|---|--|
| Joining Fee   | \$50<br>Plus \$25 for a 2 <sup>nd</sup> adult in household          | \$50<br>Plus \$25 for a 2 <sup>nd</sup> adult in household |
| Monthly Dues<br>Per household                           | \$25/month or<br>\$250/year   | None   |
| Hourly Rate   | \$3.95/hour   | \$7.95/hour  |
| Mileage Rate  | \$0.30/mile   | \$0.30/mile  |
| Daily Rate<br>For extended trips                        | \$45 for every 24 hours<br>Plus \$0.15/mile<br>First 100 miles free | \$50 for every 24 hours<br>Plus \$0.15/mile                |
| Night Owl Special<br>From 11:00 p.m. until<br>7:00 a.m. | No hourly rate  | \$1.00/hour  |
| Other Perks   | RVTD Monthly Bus<br>Pass for each member                            | None   |

Contact us at [info@ashlandcarshare.com](mailto:info@ashlandcarshare.com) to change plans at any time. If you switch more than once in a six month period there will be a \$30 charge. When you switch to a plan with a higher membership fee, the change will take effect as soon as the higher membership fee is paid.



When you switch to a plan with a lower membership fee, the change will take effect when your next monthly fee would be due.

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## **Credits**

### **Fuel Credit**

If you tried to fuel the vehicle but the gas card did not work properly and you paid out of pocket for gas, send us a receipt and we will credit your account the full amount.

### **Inconvenience Credit**

If the car you reserved is not ready by your reservation time, we will try to make up for any inconvenience. If you call us, we will find another vehicle available or a bus or taxi service and cover the cost up to \$30.

### **Carwash Credit**

Please let us know by email so that we can avoid doubling up on cleaning. The gas card may be used at service station car washes. Otherwise, reimbursements will cover the costs up to \$15.

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## **Fees and Penalties**

### **Returning Vehicles late**

If you know that you will be late, first try to extend your reservation. If the reservation cannot be extended because another member has reserved it, call us. You will be charged 50 cents for each minute that you are late



because the next member is inconvenienced. If you are late returning a car and do not call, there will be a \$1 per minute charged (\$30 minimum fee).

### **Shortening or Canceling a Reservation**

If you wish to shorten your reservation less than 4 hours before it starts, you will pay 50% of the time reserved plus an estimated 4 miles an hour, unless another member reserves that time. We encourage you to plan ahead to help the system work efficiently.

### **No Show**

If you have a reservation, but do not use the car, you will be charged for the time reserved plus an assumed 4 miles per hour. While you did not use the vehicle, we cannot credit you since the reservation blocked other members from using the vehicle.

### **Penalties - \$25 each**

- Fob replacement
- Leaving a car dirty or messy
- Low gas – returning the car with less than ¼ tank of gas
- Unpaid traffic or parking ticket
- Not returning vehicle properly – windows down, dirty
- Insufficient funds/non-payment

### **Serious Penalties - \$50 each**

- Failure to fob out – vehicle left open
- Lights on//battery dead – due to negligence
- Driving without a reservation
- Non-payment of outstanding balance over 1 month

### **Major Penalties - \$200 each**

- Smoking in vehicle
- Pet not in carrier that contains all hair.



- Abandoning the car away from its pod
- Non-members driving Ashland CarShare vehicles

### **Amendments to this manual**

Ashland CarShare may amend this manual at any time and must notify members of all changes within 30 days.

### **Severability**

If any single part of this manual is found to be legally ineffective, it shall not affect the validity of the rest.

## **Frequently Asked Questions**

### **How is car sharing different from car rental?**

Carsharing is membership based, which streamlines the process. Members have convenient, direct access to vehicles without the necessity of repeating paperwork, paying extra fees, and picking up the keys. Reserving cars can be done online or over the phone at any time.

### **How far can I drive an Ashland CarShare car?**

There are no limits to how far you drive, but all usage must be round-trip, not one-way, and vehicles must stay in the continental U.S.

### **How long can I keep an Ashland CarShare car?**

If the car is available, you may reserve it for as long as you need it, paying hourly or daily rates and mileage for your usage.

### **I left something in the car and now my reservation is over. What do I do?**



We encourage you to head back to the vehicle in which you lost your item. In order to ensure that the vehicle is there, check its availability on the reservation system. You should make a 30 minute reservation to ensure that the car you used will be there when you show up. Please notify us immediately so that we may void the charges incurred by this reservation. If you contact us right away, you will not be charged for a 30 minute reservation with no mileage.

**I found something that another member left in the car. What do I do?**

Unless the object would attract special attention or make the car more likely to be broken into, we encourage you to leave the items in the vehicle. If you do take something out of the vehicle, please return it to the ACS office as soon as possible. You should call us at 541-488-1499 or email us at [info@ashlandcarshare.com](mailto:info@ashlandcarshare.com) so that we can inform anyone who calls us looking for the item.

**How do I report a dirty car or a car with less than ¼ tank of gas?**

Email or call us. Dirtiness beyond normal wear and tear should be reported, for example: major spills, wetness, pet hair, smell of smoke, etc.



## **Individual/Household / Business /Employee Membership Agreement**

### 1. Purpose of the Agreement

1.1. This Agreement is a vehicle-sharing service subscription agreement offered by Ashland CarShare, but does not in itself confer any right of use of Ashland CarShare's vehicles. The Member may use vehicles belonging to Ashland CarShare after registering for a membership plan and paying the corresponding fees. The Member does not, by this Agreement or otherwise, acquire any rights of membership or control over Ashland CarShare, its operations or finances.

### 2. Eligibility

2.1. To be eligible for the vehicle-sharing service, the Member must:

2.1.1. be at least 18 years old and be able to legally drive in California;

2.1.2. if between the ages of 18 and 21, provide proof of insurance and a signed consent form from the policy holder of the insurance

2.1.3 deliver to Ashland CarShare an executed application, together with all documents requested by the application, which shall be complete, accurate and truthful in all respects.

2.2. Satisfying the eligibility criteria mentioned in sub-clause 3.1 does not automatically give a person the right to become a Ashland CarShare Member.

Acceptance of the person's membership is subject to approval of his/her application by Ashland CarShare, in its sole discretion.

2.3. Members must have a valid Payment card (Visa or MasterCard credit or debit)

that will be used for all payments to Ashland CarShare. The member



must notify Ashland CarShare in the event of the Payment card being changed, expiring, or being no longer valid and replace it with a valid Payment card.

### 3. Security Deposit and Membership Fees

3.1. The Member may be required to pay Ashland CarShare a refundable security deposit, dependant on their plan, or because Ashland CarShare determines (at their sole discretion) that the member, or potential member, may present a higher risk of

late payment, non-payment or who has a driving or membership history that may

present a higher risk to the organization.

3.2. No interest will be calculated or paid on any security deposit.

3.3. Within 60 days following the termination or cancellation of the Agreement, any

security deposit shall be reimbursed to the Member, provided, however, that Ashland

CarShare may use any or all of the security deposit to pay any amounts owed to

Ashland CarShare by the Member under the Agreement, the Credits and Fees Table

or the Membership. Should the security deposit be insufficient to cover the Member's amounts owed to Ashland CarShare, Ashland CarShare reserves the right to take any actions necessary to recover the full amount and charge its Member any and all reasonable fees associated with its collection efforts.

3.4. The Member will pay Ashland CarShare a membership fee and other fees with a valid Payment card, as listed in the Rate Schedule, and the Credit and Fees table.

### 4. Duties and Responsibilities

4.1. Ashland CarShare shall not be held responsible for any loss of, or damage to, any

goods in or on the vehicle, nor shall it be responsible for any loss or damage



resulting to third parties for the actions taken by any Member during his or her use of a Ashland CarShare vehicle.

4.2. Ashland CarShare shall not be responsible for any direct, indirect, incidental or consequential damages or injuries arising from the reservation, non-availability, supply, operation or use of a vehicle, even if it has been advised of the possibility of such damages.

4.3. Ashland CarShare shall not be responsible for direct, indirect, incidental or consequential damage or injuries arising from the use of any vehicle accessories supplied by Ashland CarShare (luggage racks, bicycle racks, ski racks, tire chains, child or infant car seats, etc.) or used by the Member. The Member is responsible for the safe installation of such accessories and must check their condition before each use.

#### 5. Term and Termination of the Agreement; Renewal

5.1. The Agreement shall be in force from month-to-month and shall remain in force until cancelled pursuant to sections 5 or 6 of this Agreement, as applicable.

5.2. Either of the parties may terminate it at any time by giving notice (written or verbal) to the other party. Members must return their key fob in order for their account to be fully deactivated and cease incurring any periodic Membership charges.

5.3. Ashland CarShare reserves the right to change the terms of this



Agreement, the Member Handbook (including, but not limited to, membership fees, credits and fines) from time to time, without notice.

## 6. Cancellation

6.1. The Agreement shall be automatically and immediately cancelled, without notice, upon the death of the Member, or immediately upon written (email) notice by Ashland CarShare to the Member if the Member (i) is not paying its debts as such debts generally become due, (ii) becomes insolvent, (iii) files or has filed against it a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days after the filing of such petition (or document), (iv) proposes any dissolution, liquidation, composition, financial reorganization or recapitalization with creditors, (v) makes a general assignment for the benefit of creditors, (vi) if a receiver, trustee, custodian or similar agent is appointed or takes possession of any of its property or business, or (vii) is convicted of a driving-related criminal offense (such as driving under the influence of alcohol or controlled substances, hit-and-run, etc.).

6.2. Subject to all its other rights and recourses, Ashland CarShare may, at any time, without notice, immediately cancel the Agreement if the Member fails to pay any sum due under the Agreement, the Rate Schedule, the Credits and Fees table, or the Membership handbook or manual.

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6.3. Subject to all its other rights and recourses, Ashland CarShare may, at any time, without notice, immediately cancel the Agreement if the Member does not comply with any term or condition specified in the Agreement or the Membership handbook or manual.

6.4. Ashland CarShare shall be the owner of the Member's fob, and of any other item it puts at the Member's disposal during the term of this Agreement. In case of

cancellation, the Member agrees to return immediately to Ashland CarShare his/her

fob, any vehicle, or any other article he/she might have in his/her possession

under this Agreement or the Membership handbook or manual.

Additionally, the

Member agrees to pay any attorneys' fees, court costs or costs of other legal

procedures necessary for Ashland CarShare to recover any amounts due and owing,

the Member's card, Ashland CarShare vehicle or any other object the Member might

have in his/her possession under this Agreement or the Membership Manual.

## 7. Penalties

7.1. In addition to all its other rights and recourses set out in the Agreement and the

Membership Manual, Ashland CarShare reserves the right to impose service fees on

the Member, in case of non-observance by the Member of any provision of this

Agreement or of the Membership Manual, in the manner and amounts specified

in the Membership Manual and/or the Credits and Fees table.



## 8. Miscellaneous Provisions

8.1. Under this Agreement, the Household Member or Employee Member undertakes exactly the same commitments as the Member. The Member and all Household Members or Employee Members are jointly and severally responsible for their commitments to Ashland CarShare and for any claim or other action Ashland CarShare might take against them.

8.2. The parties recognize that no changes may be made to this Agreement unless agreed to by the parties and attested to in writing . Notwithstanding the foregoing, Ashland CarShare reserves the right to change, from time to time, when it deems it useful or necessary and without prior notice, the schedules to this Agreement and the Membership Manual, as specified in Section 6.

8.3. The rights granted by this Agreement and the Membership Manual are not assignable or transferable to third parties, in whole or in part.

8.4. No delay or omission by Ashland CarShare to exercise any right or power occurring upon any noncompliance or default by the Member with respect to any of the terms of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by Ashland CarShare of any of the covenants, conditions, or agreements to be performed by the Member shall not be construed to be a waiver of any succeeding breach thereof or of any covenant, condition, or agreement herein contained. Unless stated otherwise, all remedies



provided for in this Agreement shall be cumulative and in addition to and not in lieu of any other remedies available to either party at law, in equity, or otherwise.

8.5. If any term, provision, covenant or condition of this Agreement is held invalid or unenforceable for any reason, the remainder of the provisions will continue in full force and effect as if this Agreement had been executed with the invalid portion eliminated. The parties further agree to substitute for the invalid provision a valid provision that most closely approximates the intent and economic effect of the invalid provision.

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8.6. The Member declares to Ashland CarShare that he/she has received all reasonable explanations required on the content of this Agreement and of the Membership Manual (aka Membership Handbook) and of the Rates and Fees schedules (including the Credits and Fees Table) currently in force and that he/she has taken all reasonable and prudent measures to ensure that he/she has correctly understood each and every one of his/her commitments and obligations.

8.7. This Agreement and the Membership Manual are governed by the laws in force in California and shall be interpreted according to the internal laws of such state, without reference to such state's principles on choice of law. All disputes hereunder shall be resolved solely in the applicable state or federal courts of California. The parties hereby consent to the sole jurisdiction of such courts,



agree to accept service of process by mail, and waive any jurisdictional or venue defenses otherwise available.

9. Definitions - In this Agreement, the following definitions apply (but please refer to the Rate Schedule to calculate per-Member and per-driver charges):

9.1. Member: the person registered as the Primary Member and, unless specifically indicated as otherwise in this Agreement, each Household Member.

9.2. Household Member: each person listed on the Application Form and registered as an Household Member, through a household application.

9.3. Employee Member: each person listed on the Application Form and registered as an Employee Member, through an employee application.

9.4. Agreement: this Membership Agreement and its schedules, which constitute an integral part of this Agreement.

9.5. Primary Member or Account Manager (aka: The individual designated to receive, and pay, all monthly statements delivered by Ashland CarShare for a registered Member).

9.6. Regulations: all the rules of operation contained in the Membership Manual and its schedules, as well as any other guidelines issued from time to time by Ashland CarShare are to ensure the proper operation of the service.