

# PhillyCarShare

## Member Handbook

### Office Hours and Location

125 S. 9<sup>th</sup> St. #1000  
Philadelphia, PA 19107

Monday through Friday 9 am to 5 pm  
Main Office: 215-730-0988  
Please listen to the menu options for guidance

### Member Services Line Hours

Monday – Friday 10:00 am to 4:00 pm  
215-730-0988, option 5

### Emergency Line Hours

7 days a week, 24 hours a day  
215-730-0988, option 1

### Live Reservation Line Hours

7 days a week 8:00 am to 10:00 pm  
215-730-0988, option 2

### Automated Reservation Line Hours

7 days a week, 24 hours a day  
215-730-0988, option 2

**Online Reservations:** [www.phillycarshare.org](http://www.phillycarshare.org)

**Our Vision.** A Philadelphia region in which car sharing exceeds the convenience, affordability, and flexibility of car ownership.

**Our Mission.** To maximize the economic, environmental, and social benefits of reduced automobile dependence in the Philadelphia region through community-based car sharing.

**Join us.** In creating a Philadelphia that is less about cars and more about people!



# Using PhillyCarShare

## Making a Reservation

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**Online:** Log on to [www.phillycarshare.org](http://www.phillycarshare.org) (you will need your member number and password)

**Phone:** Access our 24-hour reservation line by calling 215-730-0988 and pressing 2 for our automated reservation system (you will need your member number and PIN). You can also press 2 from 8am to 10pm to speak to a reservations associate.

- Choose the start and end times of your reservation. You must always pick up and drop off your vehicle within your reserved time. Always be careful when choosing your reserved time. When sharing cars, other members base their plans and reservations on your expected return. If you are going to be late and the vehicle is available, you can extend with no penalty as long as you call before your reservation ends. If your extension bumps another member, penalties apply.
- Choose the pod (point of departure) you wish to reserve from and which available vehicle you'd like to drive. There is always a confirmation *before* you get charged – make sure that you are reserving the time, date, and vehicle that you want!
- At the time you book your reservation, you will pay an estimate of what we think your reservation will cost. Based on your rate plan, your estimate will include the rate for the vehicle reserved, estimated mileage at six miles for every hour you have the car reserved, and PA sales & rental taxes. If you drive more or less than the estimate, an amount due or credit will be determined at invoicing time (more on your invoice later). Based on your rate plan, mileage may be included in your price and your reservation may be eligible for daily rate pricing. Daily Rates will automatically apply to a reservation where the daily rate is cheaper than reserving by the hour. You must still reserve the vehicle for the specific hours you wish to keep it, but our system will automatically charge you the lowest rate - either hourly or daily.
- After making the reservation, be sure to double check your confirmation. You will automatically receive an e-mail confirmation of your reservation or reservation change if we have an e-mail address on file. When booking by phone, your confirmation details will be read back to you as well. In either case, always make sure that the time, date, location, and vehicle details are accurate. You are responsible for ensuring your reservation is correct.

**\*\*TIP: Double check your confirmation e-mail before your reservation- it has all your reservation details. Always read the pod description so you know exactly where your reserved car is located.\*\***

## Changing your reservation

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- You may alter your reservation online or by phone as above. This includes changing the start or end time, the vehicle type or location, or canceling the reservation. You can't change the start time or cancel a reservation once the reservation has begun.

PhillyCarShare has a three hour cancellation policy. You are responsible for any reserved time from the point of cancelling (or shortening) your reservation through the next three hours, unless it's recycled by another member. When you cancel or shorten your trip we'll credit your PhillyCarShare account right away, but if your time is not recycled by another member those charges will appear as an amount due on your invoice (labeled "Cancelled Time Not Recycled").

- Example: If your trip starts at noon, and you cancel by 9am, you will not pay for any of that time. If you cancel before 10am, you will pay for one hour, before 11am you'll pay for two hours, and so on.

If you want to cancel after your reservation start time, you can only end the reservation early. If you do not drive your reserved vehicle, you will still pay for all time and estimated mileage (6 miles per reserved hour).

**Unconfirmed Reservations...** From time to time PhillyCarShare may have to change your reservation based on vehicle damage reported by other members. We will try our best to get in touch with you and find a suitable alternative. We need you to keep your contact information up-to-date so we can contact you if necessary. Based on weather conditions, PhillyCarShare reserves the right to cancel, reschedule, or change reservations.

## Your electronic access device- the key fob.

- Your key fob serves two purposes. First, it is your personal electronic ID with PhillyCarShare. The fob will record your usage on the vehicle, allowing our system to tell us what vehicle you access and when, how far you've traveled, and when you last locked, which is the official 'end' of your reservation. So, if you last lock after your reserved end time, you will be considered late by PhillyCarShare's standards.

Only use your key fob on your reservations, even if you share a residential or corporate account. Any approved PhillyCarShare member in good standing can share the driving on your reservation, but only using your key fob. If you swap fobs, you could face a vehicle shut-down and you'll incur a \$30 penalty on your invoice.

**\*\*TIP: If you share an account, immediately put your key fob on your key chain to make sure there are no accidental mix ups!\*\***

- The second purpose of the key fob is to lock and unlock an anti-theft feature in the vehicle, which is needed because the key to the ignition is left in the car. Because of this security, **use your key fob to lock the door every time you leave the car.** Never use the manual door locks - they do not properly secure the vehicle and they can cause a system shut-down that will delay your trip. Failure to properly secure the vehicle comes with a \$50 penalty, and you will be held responsible for the full cost of any injury or property damage incurred as a result of not properly securing the vehicle - so make sure you lock up with your key fob! If you fail to lock the vehicle with your key fob, you will be held financially responsible for any damage that results. If the vehicle is stolen and not recovered, you will be responsible for the actual cash value of the vehicle.

**\*\* TIP: Always check the door handle to make sure the door is locked properly!\*\***

Your key fob is your responsibility. Make sure it is secure at all times. NEVER allow a non-member to drive a PhillyCarShare vehicle. This includes your spouse, partner, roommate, parent, co-worker, or anyone else. If they have not applied, been approved for membership, and been given their own membership ID and key fob, they are not permitted to drive. You, as the member, would be responsible for the full cost of any injury or property damage incurred as a result of a non-member driving, you will be fined \$250, and your membership will be revoked.

## Beginning your reservation

**A note about parking...** If you drive your personally owned vehicle to the pod, do not leave it in the parking spot of your reserved car. PhillyCarShare will have vehicles other than ours towed from our parking spots.

- Make sure that you are at the correct pod location, and accessing the correct vehicle at the correct time. We determine your start time based on when you first use your key fob to unlock the vehicle. If you access the vehicle more than five minutes early (before your start time) or lock up with your key fob late (after your end time) you will be penalized. We use satellite time to determine your usage, so rely on your cell phone time and not the time on the car's clock!
- HINT: If you arrive early and want to take the car right away, all you need to do is change your reservation start time. You can do that online or over the phone. It only takes a moment and you'll avoid an Early Access fee!

**If you don't see the car you've reserved...** Please call us *immediately* on the emergency line! We'll tell you where the car is or (if it's late) when it's expected back. If the arrival time suits you, we'll begin your reservation later. If you need a car sooner than the expected arrival time, we'll transfer you to a new location or cancel your reservation without penalty.

- To use your key fob, hold it steady up to the fob reader, located on the driver's side windshield. (The reader has a little flashing red light). Hold your fob there until the vehicle recognizes your fob. You'll see the light blink a different color. It may take 30-60 seconds for the door to unlock, so please be patient.

**\*\*TIP: If your reserved vehicle is at a valet location, make sure the valet fobs out before you fob in!\*\***

- Look around the outside of the car- be sure to check for dents, scrapes, and other damage. There will be a sheet in the vehicle's glove box detailing what damage already existed the last time our Fleet Techs visited the vehicle. If there's any new damage you'll need to report that right away to the emergency line.
- Look around the inside of the car, and make sure that the vehicle was left in good shape by the previous member. If you have any issues or concerns with the vehicle, please contact the emergency line before beginning your trip. Here's a sample checklist:
  - Is there at least a quarter tank of gas? Start the vehicle first, then check the fuel level!
  - Are all the seats in the passenger position (not folded down, stowed away, or detached)?
  - Was there trash left behind? Check the trunk or bed of the truck!
  - Are all the windows rolled up and sunroof closed?

- Was the key left in the ignition?
- Is there evidence of smoking or a pet in the vehicle?

**\*\*REMEMBER: Smoking is never allowed in PhillyCarShare vehicles.**

***If you allow a pet in the vehicle, it must be in a carrier that keeps all hair inside!\*\****

**Service animals used by disabled members or passengers with disabilities are an exception to the carrier rule. These animals are allowed in the car without a carrier.**

- PhillyCarShare is not responsible for items left in the vehicle, and neither are other members. If you find an item in the car, please place it in the glove box, console, or trunk, and call the emergency line to let us know so we can make arrangements for the member who left the item to retrieve it.
- Start the car using the ignition key that is attached near the ignition. Some cars don't have a key, or have a key that doesn't turn. If you are unsure how to start your vehicle, check your e-mail confirmation or the vehicle's manual. Call the emergency line immediately if you are still having trouble.

### **During your reservation**

- Parking in other pods while on a reservation is prohibited as another member could be arriving at any time to return their car. While parking your reserved PhillyCarShare car back in the pod during your reservation is possible, please keep in mind that another member with a reservation on the same type of vehicle could take 'your car' for their trip.
- Fill the gas tank if it drops below ¼ full. The gas tank **must** be at least ¼ full when you return the car. Please pay for gas and submit the receipt by fax to 215-495-1075, by e-mail to fuel@phillycarshare.org, upload on our website, by mail or in person at our office. If you prepay for gas, you must obtain a final receipt showing the price per gallon and gallons obtained. No reimbursement will be given on receipts received later than 30 days from the date of the reservation, so make sure to submit receipts right away. You can find the reimbursement form online.
- If you hit traffic or need more time, make sure to extend your reservation as soon as possible. If you need more time and the vehicle is available, you can extend with no penalty as long as you call before your current reservation ends. If your extension bumps another member or if you make the extension after your original end time has passed, penalties apply.

***\*\*TIP: Don't go by the clock in the car- go by your cell phone time. You will be charged by satellite time, not by the clock in the car.\*\****

- If you get a parking ticket, pay it directly. If we have to handle it, administrative fees will be applied.
- We do not offer EZ Passes in any of our vehicles. If you are an EZ Pass holder, your pass may not work in our vehicle. It's best to pay the toll in cash. If EZ Pass sends us a ticket and we have to handle it, we'll charge the full ticket cost to you or transfer it to your name with the issuing authority and add administrative fees.
- Most important: drive safely! It's the right thing to do, plus our vehicles are highly recognizable. If we receive notice that you were driving recklessly, it may jeopardize your membership.

**If you are having an emergency...** For your benefit and for the benefit of all our members, you must call the emergency line in the event of an emergency. The following are considered emergencies:

- Your reserved vehicle is missing.
- You're running late and you can't extend your time because someone else has reserved the car after you.
- You're unable to **lock** or **unlock** the car with your key fob. Call us *before* using the manual door locks!
- You're locked out of the car.
- You don't feel safe driving the car.
- A warning light or indicator comes on in the car.
- The PhillyCarShare parking space is occupied or the lot is blocked when you need to return the car.
- You've been in an accident or find damage that is not listed in the damage log.

**Roadside Assistance...** If roadside assistance is needed during your reservation, call the Emergency Line and one of our associates will guide you through the appropriate procedures and call our roadside assistance provider for you. If your emergency requires more time to be added to your reservation, you must pre-pay for that time. If the assistance needed is due to a vehicle malfunction and is no fault of yours, PhillyCarShare will pay for the roadside assistance and the additional time. Adjustments or reimbursements will appear on your invoice as credit once we have determined the cause of the malfunction. If we determine that the issue was your fault, we will charge the Roadside Assistance costs to you.

You are permitted to use your personal membership with a Roadside Service Provider with our prior authorization.

Examples where you would pay for Roadside Assistance and your additional time:

- You get locked out of the car because you used the manual door locks.
- You lost your key fob mid-reservation.
- You left the key in the ignition, or the lights on, or any other activity that has drained the battery.
- You do not cooperate with emergency staff or cannot follow directions to get the car started, open, etc.
- You ran the vehicle out of gas.

Complimentary Roadside Assistance will be provided in cases of a vehicle malfunction through no fault of your own. Flat tires are covered under our complimentary Roadside Assistance unless caused by impact or other misuse while driving. Additional reservation time must be extended and paid for by the member as flat tires are not considered a vehicle malfunction.

## **Ending your reservation**

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- Return the car to its designated space. **The designated space is detailed on your reservation confirmation.**

**If your reserved space is occupied or blocked...** Contact us immediately on the emergency line if you can't return the car to its designated space. We will ask you to find the closest legal, unrestricted parking spot and park there, and have you call back with the car's final location so we can notify the next member. It is your responsibility to extend your reservation if you need more time to find a legal, unrestricted spot.

- Share nicely! Take a moment to end your reservation properly. Make sure:
  - There is at least a quarter of a tank of gas.
  - All the seats are in the passenger position (not folded down, stowed away, detached).
  - Pick up any trash and wipe up any spills. Don't forget to check the trunk or bed of the truck!
  - If your pet was in the car, any hair that escaped the carrier is cleaned up.
  - All the windows are rolled up and sunroof is closed.
  - The vehicle is emptied of your personal items. Check again, outside and in, for damage to the vehicle.
  - Engine is shut off; key is out of the ignition.
- Lock the car using the key fob and then check the door handle. When returning the car to a valet garage, remember to always lock the car with your fob to indicate the end of your usage. Valet attendants have their own key fobs to access our cars. Remember, you are responsible for securing your reserved vehicle properly!

## **Billing**

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**Your newsletter ...** On the 5<sup>th</sup> of each month we will send you a newsletter which is your notification that your invoice has been posted and is available online. The newsletter includes important policy updates for which you are held responsible. Please ensure that your e-mail address is up to date. If you do not have e-mail, you must call and ask that you receive a printed invoice and newsletter. There is a \$3 charge for each invoice and newsletter we need to print and mail to you.

**Monthly invoice ...** Your invoice is posted on the 5<sup>th</sup> of the month for the previous month's driving. The invoice includes all final trip details (including your actual mileage) and any penalties assessed or credits given. It will also show payments made towards your account. Remember, when you made your reservation you were only paying an estimate - your invoice shows your final charges. Any membership fees or charges on your account will be on your invoice. Please review your invoice when it has been released and contact us with any questions.

***As a member, you authorize PhillyCarShare to charge the card on file any balance due on the 10<sup>th</sup> of the month.***

If there is a payment due and it does not clear on the 10th we will send you an e-mail notification that your payment did not process. You have three business days to pay your balance due in full, otherwise your account is automatically assessed a \$30 Bounced Invoice Payment Charge. Accounts with outstanding balances are subject to our collections process, including additional attempts to collect via the card on file or referral to an outside collections agency if necessary. If we must refer your account to collections, a \$30 Administrative Charge applies. A late charge of 1.5% per month, not to exceed the maximum allowable by law, will be assessed on all charges not paid within 30 days from the invoice date.

**Automated Billing...** We will automatically charge the credit or debit card on your account when making a reservation and when your invoice payment is due. You are responsible for ensuring that there is a valid debit or credit card on file with the correct billing address.

**Adjustments...** Any invoice adjustments granted after your card has been charged will be given in driving credits only. You have 30 days from the invoice date to review your invoice and contact us regarding any discrepancies. Requests made after 30 days will not be honored.

**Reimbursements...** Must be submitted within 30 days of the reservation date in order to receive credit. This applies to gas receipts, taxi receipts or any other pre-approved reimbursement.

**Monthly Prepayment...** Allows you to automatically add a specific dollar amount to your PhillyCarShare account each month (on the first of the month). If you use up this amount, any additional trips will be charged to the card on file when you book those reservations. Any value left in your account at the end of the month is still yours to use for future reservations or to pay your invoice if you have a balance due.

**Refusing a charge...** In the event that you do not understand a charge to your card from PhillyCarShare, please contact us to discuss the matter. If you refuse the charge through your credit card issuer, we reserve the right to add a \$30 administrative charge and reinstate the charge on your PhillyCarShare account. Multiple charged back items will be forwarded to our collections agency and your membership will be terminated.

**Residential Rate Plans...** You choose your rate plan based on what works for you. Your rate plan determines the price you pay for membership, the way you pay for reservations, and what benefits are available to you. Residential memberships can choose between the Philadelphia Plan and the Keystone Plan (details below). If you are on a plan with a monthly fee, you will see each month's fee on your invoice. If you are on a plan with an annual fee, you will pay on your first invoice for the next twelve months. Your annual plan will automatically renew on the invoice that you receive eleven months after signing up for it. Membership fees (monthly and annual) are non-refundable and cannot be pro-rated.

If you would like to change your rate plan, you may do so at any time by contacting Member Services by email or by phone: [accounts@phillycarshare.org](mailto:accounts@phillycarshare.org) or 215-730-0988. Because we bill monthly, all rate plan changes are scheduled to take effect at the start of the following month. Current rates are available online.

<b>Philadelphia Plan</b> Membership fee: \$15/month or \$125/year	<b>Keystone Plan</b> Membership fee: \$35/year
<ul style="list-style-type: none"> <li>• Lowest hourly rates, highest membership fee</li> <li>• Pay only for miles that you drive</li> <li>• Special reduced overnight and daily rates</li> <li>• Three rate tiers for vehicles</li> </ul>	<ul style="list-style-type: none"> <li>• Highest hourly rate, lowest membership fee</li> <li>• 185 miles included with each reservation</li> <li>• No overnight rates, daily rates available</li> <li>• Two rate tiers for vehicles</li> </ul>

**Account Hold...** You may put your account on hold for up to three months at a time once every twelve months. Your 'on hold' status will take effect at the end of the month that you request it and you will not be responsible for any monthly membership fees during the time that the account is on hold. If you (or any of your drivers) need to make a reservation during that hold period, you will need to reactivate the account and pay the current month's membership fee if it applies to your rate plan. If you are on a rate plan with an annual fee, you will not receive credit for the months that your account is on hold and your annual plan renewal date will not be extended. Once your account is put on hold, you must contact us to reactivate it or it will automatically close. If your account closes, you will need to reapply for membership.

### Fee & Penalty Schedule:

Late Return*	<b>\$40 per half hour</b> (or part thereof) beyond my end time + costs incurred + time used
Late Extension* (extending after your reservation end time)	<b>\$40 per half hour</b> (or part thereof) beyond my end time until my extension + costs incurred + time used
Extension that bumps another member	<b>\$40 for each instance</b>
Took Car Early (more than five minutes)	<b>\$30</b>
Cancellation/Adjustments	<b>Varies.</b> We have a 3 hour cancellation policy. You are responsible for reserved time from the point of cancelling (or shortening) through the next three hours unless it's recycled by another member.
Low Gas	<b>\$30</b>
Car Returned to Wrong Pod	<b>\$30</b>
Car Returned Improperly Includes but not limited to: vehicle left messy, key left in	<b>\$30</b>

ignition, engine running, windows/sunroof/hatch open, or seats left in cargo position (not passenger ready)	
Fob Swapping	<b>\$30</b>
Driving Without a Reservation (or driving on the wrong time/date or the wrong vehicle)	<b>\$50</b>
Vehicle Not Locked with Key fob	<b>\$50</b>
Detached / Missing Ignition Key	<b>\$50</b>
Missing Parking Pass	<b>\$50</b>
Roadside Assistance - Member Error	<b>\$40 Min. + costs incurred</b>
Fleet Staff Time	<b>\$40 Min. + \$20 per half hour per staff member + costs incurred</b>
Smoking	<b>\$250</b>
Loose Pet in Vehicle (pet hair in vehicle)*	<b>\$250</b>
Vehicle Abandonment	<b>\$250</b>
Tampering with Onboard Equipment	<b>\$250</b>
Allowing an Unauthorized Person to Drive	<b>\$250</b>
Unreported Accident	<b>\$250</b>
Invoice Payment Bounced	<b>\$30</b>
Key Fob Charge- to replace lost fob, or if fob is not sent back at account closure	<b>\$25</b>
Processing fee for handling a ticket assigned to member (Parking, Moving, or Toll Violations)	<b>\$18</b>
Charge Back Filed via Credit Card	<b>\$30</b>
Driving Record Fee	<b>\$10</b>
Unpaid Debt- sent to collections	<b>\$30</b>
<i>* Some fees, fines, and penalties are taxed in accordance with PA's Tax schedule*</i>	
<i>* Service animals used by disabled members or passengers with disabilities are an exception to the carrier rule. These animals are allowed in the car without a carrier.</i>	

**Please note: at our discretion, PhillyCarShare will collect large fines at the time they are incurred.  
All other penalties will be charged with your invoice.**

## **Ending Your Membership**

If you'd like to end your membership, please contact Member Services at 215-730-0988 or email [info@phillycarshare.org](mailto:info@phillycarshare.org). Memberships close on a monthly basis, so your membership will end at the end of the month that you give us your notice. Any membership fees or usage on your account for the month that you request closure must be paid in order to close the account. You may also schedule a closure in advance by calling or emailing us. Please return your key fob to us within thirty days of contacting us. To ensure it arrives without damage, please send it in a padded envelope. Please include a note indicating your membership number, reasons for leaving, your forwarding address, and any comments you have regarding our service. There is a \$25 penalty for not returning your key fob.

Within 90 days following the cancellation of your membership and the receipt of the key fob, any available credit in your PhillyCarShare account will be reimbursed to your credit/debit card on file, minus any amount you owe PhillyCarShare. Should your available credit be less than your final bill, you must ensure that the credit card on file will cover the difference. PhillyCarShare reserves the right to take any actions necessary to recover the full amount. Please note that if your available credits are credits given by PhillyCarShare for promotions or courtesy invoice adjustments, those credits will expire when you close your account. They are not transferrable to cash and will not be returned to the card on file.

**Revocation or Suspension of Membership** PhillyCarShare may at any time suspend or terminate an individual's membership for violating the terms or conditions of the Membership Application, this Handbook, or the operator's manuals of the cars. Additionally, we may terminate the membership of any member for non-payment, or consistent late payments.

**Cancellation of this Agreement** The Agreement shall be automatically and immediately cancelled, without notice, upon the death of the Member or within five days' notice by letter, e-mail, phone call, or phone message from PhillyCarShare to the member if the member is not paying its debts as such debts generally become due.

## Treatment and Operation of Vehicles

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As a member, you agree to treat PhillyCarShare vehicles with respect, just as you would your own property. Any misuse of PhillyCarShare vehicles will be grounds for fines, suspension, or cancellation of your membership.

**Prohibited Uses and Violations** PhillyCarShare vehicles may not be used under the following conditions. Members responsible for such behavior will have their memberships suspended or terminated and will be fully responsible for the costs of any damage and fees related to the offense.

- Allow someone who is not an approved PhillyCarShare member to drive a PhillyCarShare vehicle.
- For any illegal purpose.
- While the driver is under the influence of any intoxicating substance.
- In any race, test, or competition.
- In a careless or negligent manner.
- To carry persons or property for hire (i.e. taxi or parcel delivery service). You may use the car for business purposes, such as attending meetings and carrying associated materials.
- If it has been obtained from PhillyCarShare by fraud or misrepresentation.
- Other than on paved roads.
- Fueling with improper type of fuel.
- When it has been loaded beyond its rated capacity or with more passengers than the vehicle has seat belts for.
- Outside the continental United States.
- To tow or push anything.
- To store or transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
- Unless a reservation has been made. *Using PhillyCarShare vehicles without a reservation or outside your reservation time constitutes unauthorized use. (\$50 penalty)*
- Operate a PCS vehicle without a valid license. *It is your responsibility to maintain a valid license at all times and to inform us, if and when your license is expired, suspended, renewed or changed in any way.*

If any of these limits on use or any other provision of this Agreement are violated,

- Your right to use PhillyCarShare vehicles will automatically terminate, without further notice to you; and
- You will be subjected to fines and other applicable fees; and
- We reserve the right to notify the police that vehicle has been stolen; and
- You release and discharge PhillyCarShare from, and indemnify, defend and hold us harmless against any liability arising from such notice.

**Accidents and Damage** Any accident or damage with the car you are using must be immediately reported to PhillyCarShare on our emergency line and to the police. You are obliged to secure evidence from any available witnesses, and to provide PhillyCarShare with a written description of the accident and the damage incurred. You are also required to cooperate in any loss investigation conducted by us or our insurer. After an accident, you may continue your trip only with the explicit permission of PhillyCarShare staff. For your protection and ours, your account may be temporarily suspended while we investigate the accident. If you do not report damage incurred or if you misreport damage, you may be responsible for the full cost of repairs and associated fees. If you allow a non-member to drive during your reservation, you may be responsible for the full cost of repairs.

**Insurance** As a member of PhillyCarShare you are covered by our insurance when operating a PhillyCarShare vehicle, which provides you with the following: Auto liability with combined single liability limits for bodily injury, collision, and property damage up to \$300,000 per incident.

**Damage to, Loss, or Theft of Vehicles** In the event of damage to or loss of a PhillyCarShare vehicle, regardless of fault, it will be your responsibility to pay the full cost of the repair up to \$500 + tax, unless the damage or loss is caused by any prohibited use by you in which case you may be responsible for all repair and replacement costs and other fees and expenses we incur. This amount is the responsibility of every member except those enrolled in our Deductible Waiver Program or on a rate plan that eliminated the deductible.

**Deductible Waiver Program** A Deductible Waiver (DW) can be purchased for an additional charge of \$50 per year per driver per account. Your credit/debit card will be automatically charged at the time of purchase for all drivers on the account, and in the future your waiver will automatically be renewed and charged to your card every 12 months on the anniversary of your original purchase date. Within 15 days, you may opt out by providing PhillyCarShare with written notice via email to [optout@phillycarshare.org](mailto:optout@phillycarshare.org). Please contact us for the necessary form required.

Deductible Waiver waives your responsibility to pay up to the \$500 + tax insurance deductible for loss or damage to the

PhillyCarShare vehicle. DW covers one incident per year, does not cover unauthorized drivers, and is voided if the Member engages in any of the Prohibited Uses and Violations as described in the Membership Handbook. Purchasing the DW does not exempt you from reporting damage or accidents. Accidents or damage must be reported as per the instructions above or else DW coverage will become invalid. This option is for members who want to minimize their financial responsibility. The purchase of Deductible Waiver is optional and is not required in order to join PhillyCarShare.

**For 19 to 20 Year-Old Drivers** PhillyCarShare provides auto liability insurance that is secondary to any other valid and collectible insurance whether primary, secondary, excess or contingent. You are required to be insured under an automobile policy with limits no less than minimum levels prescribed by the Pennsylvania vehicular financial responsibility laws. We verify this coverage as part of your application process and it is your responsibility to keep that coverage current and notify us if your coverage changes.

#### **Consent to Driving License Validity Check**

Member agrees that Member's eligibility for the PhillyCarShare program and Member's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Member's official driving license status and verification of any Vehicle insurance information as may be required under the PhillyCarShare program.

Such validity checks shall be performed upon (i) receipt of Member's Application and prior to membership approval, (ii) the annually and (iii) upon Member's drivers license expiration date. Any discrepancies discovered concerning the validity of Member's driver's license could result in Member's suspension or elimination from the PhillyCarShare Program. There may be a fee for multiple license validity checks, see Fee Schedule for fee amount.

If you wish to refuse this authorization then you must do so by notifying PhillyCarShare in writing at the contact information provided in the Handbook. Any revocation or refusal may result in suspension or termination from the PhillyCarShare Car Sharing Program at the sole discretion of PhillyCarShare. You may request a hard copy of the Handbook and other information by written notice to PhillyCarShare.

#### **Vehicle Tracking Notice and Release**

PhillyCarShare vehicles may be equipped with Global Tracking System (GPS) or other similar equipment. Such systems utilize cellular telephone and/or radio signals to transmit data; therefore, your privacy may not be guaranteed. You authorize PhillyCarShare to use or disclose location information concerning you, the vehicle, and any other driver.

## **Membership Agreement**

By signing this agreement, you are accepting the conditions set forth in the Membership Handbook.

1. You agree to pay PhillyCarShare for your usage as well as any penalties, fees, or dues as set out in this Agreement.
2. PhillyCarShare reserves the right to cancel a member's contract in addition to levying the aforementioned penalties if such member fails to comply with any of the terms and conditions in the Agreement.
3. PhillyCarShare reserves the right to amend the terms and conditions of the rate plans and member agreement from time to time as it sees fit or necessary, without prior notice. Current terms and conditions available online.
4. Every Member must possess a license from your state of permanent residence to join and maintain your membership. If a new license must be obtained to meet this obligation, the new license information must be submitted promptly to our office. You can call or e-mail Member Services to update your license information.
5. PhillyCarShare reserves the right to close, suspend, or move pods or vehicles as needed.

By signing below, you (the Member) represent that the information in your PhillyCarShare application or reservation is complete and correct in all respects, and you authorize PhillyCarShare (or its designees) to proceed electronically and to check such information including, without limitation, the undersigned's driving license validity status. You further authorize PhillyCarShare to charge to the credit or debit card on the application form any fees, penalties, and other charges due hereunder. Finally, you agree and accept all of the terms contained in this Membership Handbook.

*You have already signed this document electronically.*  
Signature Date

*You have already signed this document electronically.*

PhillyCarShare  
125 South 9th Street, Suite 1000  
Philadelphia, PA 19107  
215-730-0988

## Waiver of Liability and Indemnification

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*The following waiver is included as part of our agreement with the Philadelphia Parking Authority (PPA) and only applies to the use of vehicles located at PPA properties. In consideration of being allowed to participate in and utilize a vehicle as part of the car-share program sponsored by PhillyCarShare and intending to be legally bound, the Member:*

1. Agrees that prior to using a PhillyCarShare ("PCS") vehicle I will inspect the vehicle to be used and the parking lot in which the vehicle is located, and if I believe anything in or about the vehicle or the parking lot where the vehicle is located is unsafe, I will immediately advise PCS of such conditions and refuse to use the vehicle.
2. Acknowledge and fully understand that each participant in PCS will be engaging in activities that involve risk of serious injury, including permanent disability and death, and severe social and economic losses which might result not only from their own actions, inactions or negligence, but the action, inaction or negligence of others, or the condition of the PCS vehicles and parking lots where the vehicles are parked. Further, that there may be other risks associated with PCS not known or not reasonably foreseeable at this time.
3. Assume all the foregoing risk and accept personal responsibility for the damages following such injury, permanent disability or death.
4. Release, waive, discharge and covenant not to sue PCS, its administrators, directors, agents, and other employees; the City of Philadelphia (the "City"), its officials, officers, agents, boards, commissions and employees; and other participants, sponsoring agencies, and sponsors, all of whom are hereinafter referred to as "releasees", from any and all liability to the undersigned, his or her heirs and next of kin for any and all claims, demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by negligence of the releasee or otherwise.
5. Agree to indemnify PCS and the City, its officials, officers, agents, boards, commissions and employees, to the fullest extent available under the law for any suit brought against PCS, its administrators, directors, agents, and other employees; the City, its officials, officers, agents, boards, commissions and employees; and other participants, sponsoring agencies, and sponsors, from any and all liability arising in any way from my role as a participant in PCS for any demands, losses or damages on account of injury, including death or damage to property, caused or alleged to be caused in whole or part by negligence of PCS, its administrators, directors, agents, and other employees; the City, its officials, officers, agents, boards, commissions and employees; and other participants, sponsoring agencies, and sponsors.

I HAVE READ THE ABOVE WAIVER AND RELEASE, UNDERSTAND THAT I HAVE GIVEN UP SUBSTANTIAL RIGHTS AND ASSUME SUBSTANTIAL RESPONSIBILITY BY SIGNING IT, AND SIGN IT VOLUNTARILY.

By completing your application, you agree to the terms herein.

*You have already signed this document electronically.*