



# MEMBER HANDBOOK



February 2010

[IthacaCarshare.org](http://IthacaCarshare.org)



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## About Ithaca Carshare

In January 2006, a carsharing summit brought Ithaca decisionmakers and citizens together with guests City CarShare and Boulder CarShare to create a vision to bring carsharing to Ithaca. The summit was organized by EcoVillage at Ithaca resident Dan Roth, and supported by Cornell University and Ithaca College.

From this beginning, Ithaca Carshare was clearly charged as a local nonprofit, invested in staying in touch with the community's interests and needs. In April 2006, the steering committee that formed out of the January summit agreed on a mission statement:



***A locally controlled carshare service  
that enhances community access to transportation  
while reducing its negative environmental  
and economic impacts.***



In the fall of 2006, we received funding from the New York State Department of Transportation and the New York State Energy Research and Development Authority. We incorporated in late 2006.

We launched on July 25, 2008 with 6 hatchbacks and have since grown to 13 vehicles including a pickup truck, shared by over 800 members.

Our board is currently chaired by David Lieb of Cornell University Transportation and Mail Services. Our vice chair is Fernando de Aragón of the Ithaca-Tompkins County Transportation Council. Our treasurer is Granger Macy, an Ithaca College business professor. Our secretary is Marian Brown of Ithaca College. Other board members are Tim Logue (City of Ithaca Transportation Engineer), and Stephanie Greenwood (EcoVillage at Ithaca). Our staff includes Jennifer Dotson as Executive Director, Andy Goodell as the Assistant Director of Membership, and Anna Cook as Assistant Director of Fleet.



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## Carsharing Basics

Always follow these fundamental rules!

### **Make adequate time estimates when reserving vehicles.**

Please make a generous estimate of the time your trip requires when making your reservation. Someone may have a reservation immediately after yours and you may not be able to extend. If something unexpected comes up and you are late returning, fees will apply. These fees are significantly lower if you call before your reservation ends. If you need to shorten or cancel a reservation, please do so as soon as possible so other members have the chance to reserve the vehicle. You will avoid paying for canceled time if changes are made at least 3 hours before your reservation starts.

### **Be considerate of the next driver.**

Please return vehicles within the reserved time, keep the gas tank above one-quarter full, and remove your trash and belongings when you are done. There is a whisk broom in each vehicle to help keep them clean. Smoking or transporting pets (without a carrier) is not allowed in any of the vehicles. These simple courtesies are key to a smooth carsharing system. Since you expect the vehicle to be available and clean when you reserve it, that also means you are responsible for returning it on time, clean, and with enough gas.

### **Always fob out any time you leave the vehicle.**

For security, always use your keyfob to lock the vehicle any time you leave it unattended. Do not use the manual door locks. This locks all doors and is an important security measure.

### **Report any problems or damage.**

Before you drive an Ithaca Carshare vehicle, walk around it to check for damage. Please make a note of any visible damage or any performance-related issues and report it by calling us at 607.277.3210 x4. This notification helps us keep the fleet maintained. **If damage is not reported, you may be held liable for damages.**

### **Find the information you need.**

For emergencies, call 911 if life or safety is in danger, then call us. For other issues, please visit IthacaCarshare.org, email us at info@IthacaCarshare.org, or call 607.277.3210.



Using the keyfob



Your keyfob



## Membership

### Driving Record Requirements

Ithaca Carshare reviews every applicant's driving record. In order to qualify for membership, your driving record must meet the following specifications:

- You must be at least 18 years old and able to legally drive in New York State. If you are a permanent resident of New York State, you should acquire a New York State license.
- You need at least two years driving experience, determined by the date on which your full license was issued.
- You cannot have any major violations. These include:
  - Reckless Driving
  - Vehicular Manslaughter
  - Excessive Speeding
  - Excessive Disregard for Stop Signs/Red Lights
  - Driving While Intoxicated or Driving Under the Influence
  - Persistent Violator



- You may have up to two violations and collisions (combined), and no suspensions on your record in the past 3 years.

In addition, you need to notify us of any changes to your record, including violations, accidents, etc. We check driving records for our members annually, and if we find that your record has changed without you notifying us, we will terminate your membership.

If you have held a license outside of New York State in the last five years, you are required to provide the number of that license.

### Younger Drivers (18-20 years old)

Younger drivers must have a completely clean driving record and have held a full license for two years. In addition to the other requirements, drivers under 21 must provide us with a completed Younger Driver Consent form showing that they have insurance coverage of at least \$300,000.

### Insurance

Our insurance policy provides comprehensive combined single liability limits for bodily injury, collision, and property damage of \$1 million per event in addition to \$50,000 in comprehensive coverage per event. Damages beyond this level of coverage are your responsibility. In the event of damage to our vehicles or equipment, regardless of fault or insurance claims made, it is your responsibility to pay the full cost of the repair up to \$500. Our insurance fully covers all approved drivers age 21 and older.

This coverage does not transfer with you to any non-Ithaca Carshare vehicles. Ithaca Carshare assumes no liability for personal property in or on the vehicle.

### Driving Requirements

The rights of membership are conditional upon your possession of a valid driver's license, which you must carry when using our vehicles. If your license is suspended, withdrawn, or expires for any reason, your right to drive expires immediately. **You must inform Ithaca Carshare of any changes to your driver's license status including violations.**

Ithaca Carshare vehicles may not be driven under certain circumstances. These are grounds for immediate termination of your Ithaca Carshare membership and a \$250 penalty.

No Ithaca Carshare vehicle may be used:

- by any person who is not a valid member in good standing.
- unless a reservation has been made for the time used.
- 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 delivery service).
- if it has been obtained by fraud or misrepresentation.
- if it is loaded beyond its rated capacity or with more passengers than the vehicle has seat belts for.
- outside the continental United States and Canada.
- for off-roading.

### Application Process

There is a \$30 application fee for all new drivers. Our application form is available on our website. It asks for information about your driving record, payment method, membership plans, and other contact information.

There is also an online orientation that you need to complete before driving. When you have submitted the application and completed the orientation, we will charge the application fee to your credit card and review your driving record and other information. This usually takes less than a week.

We will then mail you your keyfob, which will allow you to access our vehicles when you have a valid reservation. Your keyfob unlocks and locks the vehicle and enables the ignition. It also tracks your usage. The keyfob remains the property of Ithaca Carshare. You are liable for the loss, destruction, or misuse of the keyfob, as well as other Ithaca Carshare materials inside the vehicles. The ignition key for that vehicle is inside, and does not leave the vehicle.

Once your membership is approved, and while it is in good standing, you have the right to use Ithaca Carshare vehicles according to the current Membership Agreement and Member Handbook.

***If you lose the keyfob, you must contact Ithaca Carshare as soon as possible to report the loss and make arrangements to get a new one.***

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### Keeping Your Account in Good Standing

You must promptly report any changes to your contact information (address, phone number, and email address). You must have a valid credit card for Ithaca Carshare payments, or if you are paying by cash or check, keep a certain balance in your account to cover charges.

If your credit card changes, expires or is no longer valid, you must update your payment information online or notify Ithaca Carshare to retain membership. A \$30 bounced credit card fee will apply to any unsuccessful transactions.

If you are paying by cash or check, each time you drive, your account will be debited instead of your card being charged. Ithaca Carshare will determine, at our sole discretion, how much of a deposit we require of you in this case. We do accept Ithaca Hours; contact us for information on how to make a payment using Hours.

### Terminating Your Membership

If you would like to end your membership, please contact us. Within 60 days following the termination or cancellation of your agreement, your remaining account balance will be charged or any outstanding credit will be reimbursed to you, after deducting any amount you owe. Should the account balance not cover what you owe us, Ithaca Carshare reserves the right to take necessary action to recover the full amount.

### Revocation or Suspension of Membership

Ithaca Carshare may suspend or terminate your membership at any time for violating the terms or conditions of the Membership Application or this Handbook. Your membership may be suspended or terminated if your actions interfere with Ithaca Carshare's operation, including bounced credit card charges, cars taken without reservations, cars returned late or otherwise not complying with our written or unwritten policies. In the unfortunate instance of your death, membership will be immediately terminated.



## Make A Reservation

### Reserve a Vehicle

Estimate how long your trip will take and choose the vehicle you would like to use. When in doubt, overestimate your trip length to avoid a late return fine. You can reserve vehicles in 15-minute increments. Weekends

and evenings are higher use times, so you will have better luck reserving vehicles during the weekdays, especially in the morning.

It is easiest to reserve vehicles using our online reservation system. Log in at [IthacaCarshare.org](http://IthacaCarshare.org) with your member number and password or call our automated telephone system at 607.277.3210 x1 and use your member number and PIN. You chose your password and PIN when you applied. If you have forgotten either, call us and we can reset them.

### Modify or Cancel a Reservation

If you need to modify or cancel your reservation, use the website or automated phone system to make your changes. Plan ahead, since you will be charged for half of the time of a shortened or canceled reservation (up to 3 hours) if the changes are made within 3 hours of the start time.

### Text or Email Reminders

We have integrated our reservation system with Google Calendar, which offers several reservation reminder features. If enabled, your reservations will appear on your Google Calendar. You can also set up email or text message reminders of the start and/or end times of your reservation. See [IthacaCarshare.org/csh\\_google.html](http://IthacaCarshare.org/csh_google.html) for details.



## Access and Drive the Vehicles

### Find the Vehicle

Ithaca Carshare vehicles are labeled with our logo, and our parking places have special signs. When you reserve a vehicle online, your confirmation email has directions to help you find it. If you cannot find the vehicle, call us.

### Access the Vehicle

Use your keyfob to unlock the doors. This enables the ignition and records your usage of the vehicle. The fob reader is located on the driver's side of the windshield, and has a flashing red light. Hold your fob against the glass over the reader for a few seconds until it beeps, shows a yellow light, and the doors unlock.

### Check the Vehicle for Damage

Contact us promptly to report damage. If the vehicle was left dirty, has less than one quarter tank of gas or has materials missing from the glove box,

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please let us know. If you do not inform us of these problems, we will hold you responsible when the next user reports it. Contact us **immediately** about any damage to the vehicle. After hours, you can call us and leave a voicemail, or email us.

Inside each vehicle's glove box is a Quick Reference Guide with a gas card inside, a copy of the insurance and vehicle registration, a county map, and a first aid kit. During winter months, an ice scraper and small shovel are in each vehicle as well. If any of these items are missing, please tell us.

### Where's the Key?

The ignition key is hanging just above the gas pedal, on a retractable cord. Pull the key up, insert it in the ignition and turn it to start the vehicle. Do not remove it from the cord at any time! If the cord is not retracting smoothly, please let us know.

### Return the Vehicle to its Parking Spot

Contact us **immediately** if you cannot return the vehicle to its designated space. Turn the car off, take the key out of the ignition and let it retract gently. Leaving the key in the ignition runs the battery down and is a security risk for which you will be fined. Take your trash and belongings out, and leave the vehicle at least as clean as you found it. It is not necessary to use the parking brake in our vehicles unless you are parking on a hill.

### Relock the Vehicle

Remember to use your keyfob to lock the doors **every time** you leave the vehicle, even in the middle of your reservation. This disables the ignition and prevents theft. Do not lock the vehicle using the manual locks!



Let the key retract gently



Lock the vehicle with your keyfob



## Care of the Vehicles

### General Treatment and Operation of Vehicles

As a member, you have agreed to treat the vehicles with respect, just as you would your own property. Misuse of the vehicles will result in fines, suspension, or cancellation of your membership. You are liable for any damage to the vehicle that results from improper use. No smoking is allowed in any of the vehicles. Pets are only allowed inside a vehicle if they are inside a carrier.

### Gas

Always return the vehicle with at least one-quarter tank of gas. To purchase gas, use our fleet gas card located inside the Quick Reference Guide in the glove box. This card can be used at nearly all gas stations. Let us know if you encounter a station that does not accept it. You do not need to save the receipt when using our gas card.

Swipe the card at the pump or inside as you would for any credit card. **You will be prompted for a 4-digit user ID number, which is located in the sleeve under the card.** You may also need to enter an odometer reading, so glance at this before turning off the vehicle. If you have trouble, do not hesitate to call us. Only use regular grade gasoline in Ithaca Carshare vehicles. If for any reason you cannot use the card, please pay for gas yourself and send us the receipt, so we can credit your account and keep track of our gas mileage.

### Using the Truck

Both our Toyota Tacoma pickup truck and our Scion xB are registered with Tompkins County Recycling and Solid Waste Center. Loose items in the bed of the truck must be covered by a tarp, which you can find behind the seat of the truck. Members using the pickup truck must follow all of the same rules and procedures as with the cars. The truck cannot be used to tow or push. The truck has rear-wheel drive, and is not to be used off-road.



## Membership and Usage Costs

### Membership Plans

The credit card you have on file will be charged during the night after your reservation has ended. This charge will be for the number of hours and estimated miles (we estimate 8 miles for every hour reserved) of your trip. The Ithaca Carshare billing cycle closes at the end of each month. Early in the month, you will receive an email invoice with any other charges or credits from throughout the month (e.g., extra mileage, plan fees or penalty charges). Around the 15th, we will charge any amount due to the credit card you have on file with us; any amount due to you will be added to your account for your use. If you notice a discrepancy, please contact us within 30 days of the invoice date. Amounts due are automatically charged to your credit card and do not require any action on your part to be paid.

### Membership Plans for Individuals\*

Each plan covers up to two drivers. All membership plans start on the day that your application was approved. Yearly plans renew automatically on the month before your start date. Monthly plan fees are prorated for the first month, and are charged each calendar month for the following month. There is an application fee of \$30 per driver.

|   | <b>Just In Case</b> | <b>It's My Car</b>       |
|---|---------------------|--------------------------|
| Membership fee  | \$50/year           | \$20/month OR \$200/year |
| Hourly rate   | \$7.95/hour         | \$4.95/hour              |
| Mileage rate  | \$0.20/mile         | \$0.20/mile              |
| Night rate  | \$4.00/hour         | \$2.50/hour              |
| The night rate applies to all vehicles between 11pm and 7am.  |                     |                          |
| Full-day rate   | \$79.50/day         | \$49.50/day              |
| You pay for only 10 hours during any 24-hour period, plus the standard mileage rate. This is not available on all vehicles. |                     |                          |

\* Details on rates for university students, faculty, and staff are available online at [IthacaCarshare.org/csh\\_specialsavings.html](http://IthacaCarshare.org/csh_specialsavings.html) or by contacting us.

## Organizational and Department Plans

Organizations can sign up multiple drivers, and see all usage on one simple monthly bill for an affordable alternative to reimbursing staff for mileage and the associated record keeping. Application fees are reduced for new drivers on organizational accounts, and these drivers also get **free** personal *Just In Case* memberships. Contact us for details or see our website at [IthacaCarshare.org/csh\\_business.html](http://IthacaCarshare.org/csh_business.html).

*Just In Case* organizational accounts cover up to 3 drivers for \$50/year. Additional drivers can be added at the same rate. Usage rates are \$7.95/hour and \$0.20/mile.

*It's My Car* organizational accounts cover up to 10 drivers for \$500/year or \$50 per month. Usage rates are \$4.95/hour and \$0.20/mile.



## What If?

### The Vehicle I Reserved Isn't There

Please call us immediately! We will do our best to get you where you need to go. We will try to find out when the vehicle will be available for you and adjust your reservation time, find another nearby vehicle, or find you a taxi or bus (covering up to \$30 fare). If those options are not suitable for your trip, you can cancel your reservation with no fees and get a credit for your inconvenience.

### I'm Running Late

As soon as you think you might be late, use the automated phone system at 607.277.3210 x1 to extend your reservation. If you are unable to extend the reservation because another member has a reservation immediately following yours, the phone system will connect you to an on-call staff member. You can also press 0 to be transferred the office or on-call 24/7 at any time while on the phone system.

### There's a Crash

CALL 911 IF LIFE OR SAFETY IS IN DANGER! Any crash or damage in connection with the vehicle you are using must be reported to Ithaca Carshare. You must secure evidence from any available witnesses, and provide Ithaca Carshare with a written description of the incident and the damage incurred. After a crash, you may continue your trip only with the explicit permission of Ithaca Carshare staff.

[IthacaCarshare.org](http://IthacaCarshare.org)



## There's Another Kind of Carshare Issue

CALL 911 IN AN EMERGENCY! Otherwise, call us if:

- You show up for a reservation and do not see the vehicle.
- You are running late and cannot extend your reservation.
- You get a flat tire, run out of gas, or the vehicle has a dead battery
- You are unable to lock or unlock the vehicle with your keyfob.
- You are locked out of the vehicle.
- Another vehicle is parked in an Ithaca Carshare parking space.



## Fees and Penalties

### Late Return

***If you know that you will be late, CALL OUR 24-LINE!***

You can use the automated phone system to extend your reservation if the time is available. If the reservation cannot be extended and you return late without calling, there is a **\$1 per minute charge with a \$30 minimum fee**. If you call us before your reservation is over, the fee is reduced to 50¢ per minute with no minimum. You can call at any time, 24 hours a day. Returning vehicles late is a major inconvenience to other members. If you often return vehicles past your reservation time, your membership may be terminated.

### Changing Your Reservation

If you are able to extend your reservation, there is no penalty (but you pay for the time reserved). If you shorten your reservation within 3 hours of driving, you pay for only half of the remaining time, unless another member reserves the vehicle during that time.

### No Show

If you have a reservation, but do not use the vehicle, you will be charged for the time reserved plus an assumed 8 miles per hour.

### Staff Time

If staff time is required to fix a problem for which we determine that you are at fault, you will be charged a flat \$30 fee or \$20 per hour of our time, whichever is larger plus any tolls, fines, or charges incurred.

### Penalties - \$30 each instance

- Failure to inspect the vehicle before driving
- Driving without a reservation
- Failure to use the fob to lock the vehicle
- Leaving a vehicle dirty
- Losing your keyfob
- Taking a vehicle early
- Returning the vehicle with less than one-quarter tank of gas
- Bounced credit card charge
- Using multiple keyfobs during a single reservation
- Parking in the wrong spot without telling us
- General vehicle issues - key left in the ignition, windows down, etc.

### Major Penalties - \$250

- Carrying pets without a proper carrier
- Abandoning the vehicle - leaving the vehicle more than a block from its regular spot without telling us
- Allowing a non-member to drive - only members can use the vehicles
- Smoking inside the vehicle
- Obtaining an Ithaca Carshare vehicle fraudulently



## Member 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, please email, fax, or mail us the receipt and we will credit your account for the full amount.

### Inconvenience Credit

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

### Switching Plans

You can switch plans any time you like, with some exceptions. If you switch more than once in a six month period, there is a \$30 administrative charge. If you are taking advantage of an employer or other partnership plan where someone else pays part of your membership, there may be other restrictions in changing your plan, so contact us for details.

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If you are upgrading from *Just In Case* to *It's My Car* within one month, we will apply the full plan fee amount to your new plan. If you upgrade within 6 months, we will apply half of the plan fee. We cannot give refunds for changing plans, although you can downgrade from *It's My Car* to *Just In Case* and receive a credit for half of the amount if the change is made within 6 months.

### Volunteer Opportunities

Ithaca Carshare members can earn driving credit by helping us take care of our vehicles. Volunteers participating in the Car Captain program sign up to wash and vacuum a vehicle monthly. In the winter we need volunteers to help us shovel our cars out of the snow. Volunteers earn driving credit on their account which can be used toward an Ithaca Carshare charges. Other volunteer tasks also come up; contact us if you are interested. E-mail [fleet@ithacacarshare.org](mailto:fleet@ithacacarshare.org) for more info.



## Carshare When You Travel

As a member of Ithaca Carshare, you can drive in other cities! We currently have roaming arrangements with many carshares in North America and Australia, but if you are traveling to a city that's not (yet) on our list, we may be able to set something up.

Costs vary, but generally you just pay usage fees to the host carshare. It's smoothest if you contact us at least two weeks in advance of your travels for us to set you up with our sister organization. We currently have arrangements with:

- Buffalo CarShare in Buffalo, NY
- Carshare Vermont in Burlington, VT
- PhillyCarShare in Philadelphia, PA
- CityWheels in Cleveland, OH
- iGo Carshare in Chicago, IL
- CarShareHFX in Halifax, Nova Scotia, Canada
- Community Car in Madison, WI
- HOURCAR in Minneapolis / St. Paul, MN
- Ashland Car Share in Ashland, OR
- CityCarShare in San Francisco, CA
- eGo CarShare in Boulder / Denver, CO
- GoGet Carshare in several Australian cities

# Frequently Asked Questions

## What kind of vehicles are available?

As of February 2010, we have nine Nissan Versa hatchbacks, two Honda Fits great for highway use, a Toyota Tacoma pickup truck, and a Scion xB. As Ithaca Carshare grows, we may add hybrid vehicles for even better gas mileage and lower emissions, and other specialty vehicles, like a minivan or all wheel drive station wagon.

## How far can I drive an Ithaca Carshare car?

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

## How long can I keep an Ithaca Carshare car?

If the vehicle is available, you may reserve it for as long as you need it, paying by the hour and mile for your usage. We do also have full-day rates available on many of our vehicles.

## Why is carsharing good for the planet?

A 2004 study by the Transportation Research Board showed that for each carsharing vehicle, up to 15 privately owned vehicles come off the road. This reduces the resources needed to have more vehicles on the roads.

## Is carsharing less expensive than owning car?

The average cost of owning a vehicle in the U.S. is around \$8,000 each year, which includes the cost of fuel, insurance, upkeep, repairs, and loan or lease payments. Contrasted with the average daily use of vehicle – less than one and a half hours per day – vehicle ownership can work out to about \$18 an hour. For many people, carsharing offers much of the same convenience, privacy and flexibility of owning a vehicle, for much less than the cost of owning.

## What can I use an Ithaca Carshare vehicle for?

How about: going out do dinner, a job interview, the doctor's appointment, grocery shopping, picking up the kids from school, a big date, a concert, skiing, hiking, moving appliances in the truck, going to the dump...



## Membership Agreement

This document is a binding agreement between me and Ithaca Carshare, Inc. I recognize that my application constitutes acceptance of the terms in the Member Handbook, in the Additional Insurance Agreement (if applicable), and in this Agreement. I understand that Ithaca Carshare's acceptance of my application and subsequent activation of membership are subject to my payment of any applicable security deposits and/or initiation fees, and that my eligibility for the program is subject to a satisfactory check of my official driving record and my credit history. I authorize Ithaca Carshare and its agents to check my credit and employment history, driving record, criminal record, and other background information Ithaca Carshare finds relevant to my participation in the program, and that this information will be retained by Ithaca Carshare and its agents and insurers, whether or not my application is approved. Organizations that become members, and drivers on such accounts, are subject to the same terms, conditions and agreements in this Handbook that apply to individual members and drivers.

I agree to be bound by this Agreement and understand that failure to disclose vehicle-related violations or accidents will cause automatic rejection of my membership. The application fee is non-refundable in the event of non-approval by Ithaca Carshare. I agree to observe the terms and conditions of Ithaca Carshare's Member Handbook, as it may be revised from time to time.

Ithaca Carshare will provide me with access to vehicles owned, leased, or rented by Ithaca Carshare and Ithaca Carshare will pay for vehicle-related expenses such as fuel, tires, maintenance, and repairs as described in the Member Handbook.

I understand that Ithaca Carshare will endeavor to ensure that vehicles are clean, reliable and well maintained and will periodically inspect the vehicles. I understand that:

1. Ithaca Carshare will rely on members for primary inspection of vehicles that they use; and that members must immediately report to Ithaca Carshare all maintenance and safety problems or concerns.
2. Ithaca Carshare does not make any representations or warranties as to the fitness or condition of any vehicle.
3. Ithaca Carshare will have a program of regular preventative maintenance and will take action with respect to defects that are reported to it.

I understand that Ithaca Carshare will cause its vehicles to be insured and that Ithaca Carshare has relied upon the accuracy and truthfulness of the information I provided in my application in obtaining insurance.

I recognize that I will be responsible for paying various fees, including damages not covered by insurance and insurance deductibles (in case of accident), expenses, liens, and fines arising out of my use of Ithaca Carshare vehicles; and that if Ithaca Carshare satisfies such obligations owed by me (which it may, but is not required to do), I agree that this money will be a debt due and payable to Ithaca Carshare and

that I will adhere to the prescribed time schedule for payment.

I waive any right I have to sue or make claims against Ithaca Carshare and its respective directors, officers, agents, employees or other Members for any damages or losses arising out of or in connection with either vehicle or property-related issues (such as a vehicle not being available when it was supposed to be, any malfunction of or deficiency in a vehicle, or any defect in a vehicle, or any breach of warranty or other obligation by any manufacturer or supplier or repairer of a vehicle); or personal injury-related issues (such as any damage or injury to persons or death).

In no event will Ithaca Carshare be liable for loss of profits or indirect or consequential damages, however caused. Notwithstanding the above, I do not waive any rights to make claims against Ithaca Carshare for damages arising solely from Ithaca Carshare's gross negligence.

In the event of an accident or other claim arising out of my use of an Ithaca Carshare vehicle, and to the extent allowed and paid by such insurance policy, Ithaca Carshare's insurance will cover any related costs, damages, claims, and fees. Any costs, damages, claims, and fees that are not allowed or paid by Ithaca Carshare's insurance policy, including but not limited to my portion of the insurance deductible, will be my responsibility.

To the extent such liability or expense is not covered by the insurance policy provided by Ithaca Carshare, I also agree to defend, indemnify and hold harmless Ithaca Carshare and its directors, officers, agents, and employees where any of them has incurred liability, damages or expense (including, without limitation, attorneys' fees and costs) as the result of a claim by a third party for personal injury (including death) or damages arising out of use of an Ithaca Carshare vehicle through my membership, unless Ithaca Carshare's gross negligence solely caused the damage.

If any provision of this Agreement is not enforceable, then that unenforceable provision will be reformulated in a manner consistent with applicable laws and regulations and that most closely reflects the parties' original intentions, as set forth herein, and the remaining provisions of this Agreement will continue to be in effect. Our mutual agreements set forth in this Agreement are instead of a warranty, whether express or implied.

I reserve the right to terminate my status as a Member at any time, with or without cause, and without advance notice to Ithaca Carshare, and that Ithaca Carshare reserves the right to terminate my status as a Member at any time, with or without cause, and without advance notice to me. If my membership is terminated, I will be liable for all amounts, including account balances and any damages incurred as of the date the other party receives notification of my termination. Regardless of which party terminates, I will return all Ithaca Carshare property (such as keys, fobs, or keycards) and I will receive a refund of any funds due me, less all outstanding account balances, damages, and losses chargeable by Ithaca Carshare against me, which refund shall be made no later than sixty (60) days after I return all Ithaca Carshare property to Ithaca Carshare.

This Agreement shall be governed by the laws of New York State without application of any conflicts of laws provisions.

# IthacaCarshare.org



## Vehicle Locations

February 2010

Downtown, Fall Creek, Collegetown,  
EcoVillage, Cornell University, Ithaca College

## How To Reach Us

### Reservations

IthacaCarshare.org  
607.277.3210 x1

### Questions

info@IthacaCarshare.org  
607.277.3210 x3

### Mailing Address

Ithaca Carshare  
P.O. Box 418  
Ithaca, NY 14851

### Fax

607.793.9578

# IthacaCarshare.org

