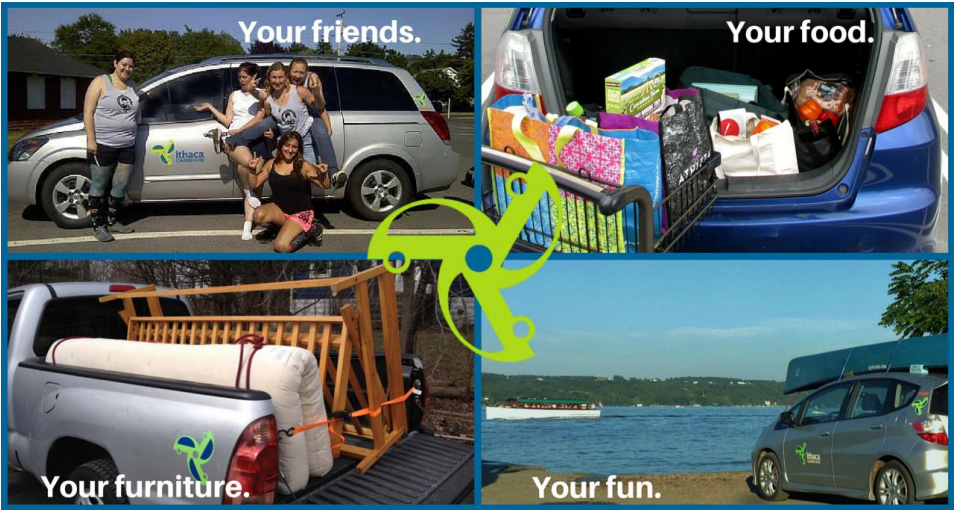


# Welcome to Ithaca Carshare!



## Member Handbook Fall 2016

# About Ithaca Carshare

In January 2006, a carsharing summit brought Ithaca decision makers and citizens together with guests from 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 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, Ithaca Carshare received funding from the New York State Department of Transportation and the New York State Energy Research and Development Authority and was incorporated. The service launched on July 25, 2008 with 6 hatchbacks and has since grown to 25 vehicles including a pickup truck and a minivan, and has served over 5,000 members since that time.

## Board of Directors

Chair, Fernando de Aragón,  
*Director, ITCTC;*  
Vice chair, Tim Logue,  
*City of Ithaca engineering;*  
Treasurer, Sabrina Johnston,  
*TC Alcohol and Drug Council;*  
Secretary, Scott Doyle,  
*Tompkins Planning Department;*  
Harold Mills, *Synfonica, LLC;*

Reed Huegerich,  
*Senior Planner, Cornell;*  
David Lieb,  
*Walker Parking Consultants*

## Our staff

Jennifer Dotson, *Executive Director*  
Anna Cook, *Operations Director*  
Katie Kelly, *Membership Manager*  
Erik Shanton, *Fleet Coordinator*  
Kim Cornish, *Member Services*

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# Carsharing Basics

## 1. Make generous time estimates

Bookings can be made back to back! You can't count on being able to extend your time and there are fees for late returns. Extend or cancel time as soon as possible, and call if you discover you cannot extend.

## 2. Be considerate of the next driver

On any given day several people will use the same car – how would you like to find it when you pick it up? Return on time, keep the gas tank above one-quarter full, and remove your trash and belongings when you are done. These simple courtesies are key for a smooth carsharing system.

## 3. Use your keycard

Lock the doors any time you leave the vehicle. Do not use the door lock buttons. The keycard system locks all doors, disables the ignition, and it's also how your usage is tracked.



## 4. Inspect the car

Before driving, check over car to check for damage or significant messes. Report issues at 607.277.3210 x4. If you do not report damage, you may be held liable for it.

## 5. Help is available, if you need it

There is a quick reference guide in each glove box that you can reference while you are out on a trip. Our 24/7 phone line is there to help you in the case of an emergency or other urgent issue that comes up during your trip. Use it, but please don't abuse it. We are a small local staff, your 2:00 am call will wake someone up!

# Conditions of Membership

## Eligibility and Driving Record

Your membership is conditional upon your possession of a valid driver's license, which you must carry when using Ithaca Carshare vehicles. If your license is suspended, withdrawn, or expires for any reason, your driving privileges end immediately. Ithaca Carshare reviews every applicant's driving record before approval and rechecks member records annually.

**These eligibility requirements** are passed down from our insurance company. No exceptions can be made:

- 18 years old or older and legally able to drive in New York State
- 2 years on unrestricted driving license (must include past 2 years)
- No suspensions or major violations (in the past 3-7 years)
  - Reckless Driving
  - Excessive Speeding
  - Excessive Disregard for traffic control devices
  - Distracted driving (at Ithaca Carshare's sole discretion)
  - Driving Under the influence of drugs or alcohol
  - Persistent Violator
  - Vehicular Manslaughter

**If you are 21 or older**, you may have up to two minor violations and/or collisions (combined) in the past 3 years.

**If you are 18-20**, your record must be spotless. No violations or collisions. You must also be covered by another insurance policy with liability coverage of at least \$300,000 per accident. You must provide documentation of this coverage and a Younger Driver Consent form signed by the owner of the policy. This insurance will act as primary coverage in the event of a collision for which you are at fault.

**If there are any changes to your record after you become a member,** you must notify Ithaca Carshare staff. This includes any violations, suspensions, or collisions. If it becomes clear that your record has changed without notification, your membership may be terminated.

**If your driver's license is from a foreign country,** you must provide a copy of the license and the record or abstract that shows any violations.

**If you have held a license other than your current one** within the past 3 years, that record will also be reviewed. You may need to provide that license number in addition to your current one.

## Insurance

Ithaca Carshare's insurance provides third party liability limits for each event in which an Ithaca Carshare member in good standing is found to liable, in the amount of \$25,000 bodily injury per person, \$50,000 bodily injury per occurrence, and \$10,000 in third party property damage. Damages beyond this level of coverage are your responsibility. In the event of damage to our vehicles or equipment, it is the member's responsibility to pay the full cost of the repair up to \$500. Damages beyond \$500 are covered by Ithaca Carshare. This insurance fully covers all approved drivers age 21+, and provides secondary coverage for drivers 18-20. This coverage does not transfer with you to any vehicle not owned by Ithaca Carshare. Ithaca Carshare assumes no liability for personal property in or on the vehicle.

Members may seek to increase their liability coverage with a non-owned automobile policy and their damage coverage with CLDI coverage that comes as a benefit of some major credit cards.

## Use of Vehicles

Ithaca Carshare members must abide all state and local traffic and parking laws. Vehicles may not be driven under the following circumstances:

- By any person who is not an approved driver in good standing,
- Outside of the timeframe of a confirmed booking,
- 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 person or property for hire (e.g., taxi or delivery service),
- If a vehicle has been obtained by fraud or misrepresentation,
- If a vehicle has been loaded beyond its weight capacity or with more passengers than the vehicle has seat belts for,
- Outside the continental United States and Canada,
- Off of maintained roads,
- For towing or pushing,
- After a collision or major mechanical issue has occurred, unless staff have approved your continued trip.

Driving under these circumstances is grounds for a \$250 penalty, immediate termination of membership, and possible legal charges.

## Keycard

Each driver is issued one keycard, which unlocks and locks the vehicle and enables the ignition during current bookings. It also tracks your start and end time and the miles that you drive. Always use this this keycard, do not use the manual door locks in the car. This is important to the security of the vehicles, as the ignition keys are kept inside, and should never leave the vehicle.

You will not be able to access any Ithaca Carshare car with your keycard other than when you have a current booking on that car.

This keycard remains the property of Ithaca Carshare. Members are liable for the loss, destruction, or misuse of the keycard. **If you lose your keycard, you must contact Ithaca Carshare as soon as possible to report the loss and make arrangements to get a new one.** Keycards must be returned at the termination of your membership.

## Payments

**You must have a valid debit or credit card** (Visa or Mastercard) enrolled for automatic payments on your account unless we agree to an alternate arrangement. We extend up to \$300 of credit to accounts with a valid payment card, in good standing. If your payment information changes, your card expires or is no longer valid, you must update this online or notify Ithaca Carshare. If your card bounces, your account will automatically be made inactive, you may incur bounced payment fees, and you will not be able to make any more bookings until you have resolved it. If your card bounces multiple times, your credit limit will be reduced to \$0, meaning you will need to pre-pay for all trips.

**You may elect to pay by cash or check.** In this case, a \$200 initial deposit is required, and your credit limit will be set to \$0, so you must pre-pay for all bookings. Cash or check payments can be made at our office, or at Alternatives Federal Credit Union at 125 North Fulton St., where you can use a special deposit slip to deposit direct to an Ithaca Carshare account.

**Payments for your bookings** will automatically be charged on the 5<sup>th</sup> day after the trip takes place. This delay exists so that the correct mileage can be uploaded from the cars and the final trip cost can be calculated.

**You will get a monthly statement**, which will be available on the 8<sup>th</sup> of each month. This details your bookings and payments over the course of the month, and includes any membership and other fees that may be due. If you do have any charge unrelated to a booking on this statement, it will be automatically charged on the 10<sup>th</sup> of the month.



## Ending Your Membership

**Your membership will continue to renew on an annual or monthly basis indefinitely until you contact Ithaca Carshare to end it.** Within 60 days of this request, your remaining account balance will be charged or any outstanding credit will be reimbursed to you. All remaining driving credits will expire, and account balances under \$5.00 in the member's favor will be forfeited unless a special request is made. Ithaca Carshare reserves the right to take necessary action to recover any amount due after the termination of an account.

## Revocation or Suspension of Membership

Ithaca Carshare may revoke or suspend membership at any time for violation of the terms or conditions of the Membership Agreement or this Handbook. Your membership may be suspended or terminated if any major infraction is committed, or ongoing minor infractions occur without improvement. Non-compliance with policies interferes with Ithaca Carshare's smooth operation.

# Bookings

## Make a Booking

Bookings can be made last minute or up to one year in advance. Bookings can be made in 15 minute increments with a minimum booking time of 30 minutes. Log in online using your member number or username and password to make and adjust your bookings. You may also call Ithaca Carshare staff to make and adjust your bookings during business hours.

You can sort by just your favorite vehicles, vehicles "near you", or vehicles with certain features. Once you click "book it", the booking will go through. The price you see here *does not include mileage!*

Overestimating trip time is recommended. Traffic, long grocery lines, and empty gas tanks happen! 15 extra minutes is cheaper than a late fee, and you can always shorten your time if you get done early. Bookings can be made back to back, so there is never a guarantee that you can extend your time.

## Change or Cancel a Booking

It is easiest to make changes to your booking using a mobile device. When you log in to your account during a current booking, you'll immediately get the options "add 15 minutes" or "I'm done with this car".

Please try to avoid using the 24-hour line to make booking changes unless you are unable to use the website.

When you cancel any booking time less than 3 hours in advance of the start time, you will still pay for half of the time that you free up, unless another member books it. There is no charge if you cancel more than 3 hours in advance, or within 5 minutes of making the booking.

## Multiple Bookings

You can have as many bookings as you want, as long as the time doesn't overlap for multiple bookings. If you have two bookings less than 30 minutes apart on the same vehicle, you will be charged for the entire period. If you have multiple drivers on your account, the drivers can have overlapping bookings.

## Trip Distance

The vehicles automatically record the distance you drove during your booking. In the rare instance that this data is unavailable, we will assume that you drove eight miles per hour booked.

## No Show

If you have a booking, but do not use the vehicle and do not cancel, you will still be charged for the full time booked.

# Taking Trips



## Find Your Vehicle

Ithaca Carshare vehicles and parking signs are marked with our pinwheel logo. Your booking confirmation email will have GPS coordinates and directions to help you find the location. If you cannot find the vehicle, call the 24-hour line.

## Access Your Vehicle

Use your keycard to unlock the doors. The card reader is located on the driver's side of the windshield or the small side window, and has a slowly flashing red light. Hold your card against the glass over the reader for a few seconds until it beeps, shows a yellow light, and the doors unlock. If the light flashes a rapid red, you don't have a booking on that car! Double check your booking confirmation and call if you need help. The ignition key hangs on a retractable cord near the driver's right knee. Please note that hybrid vehicles may not have an audible start-up noise when you turn the key.

## Inspect Your Vehicle

Walk around the outside of car and look around the interior. Each vehicle has a damage diagram in the glove compartment. Report all new damage to Ithaca Carshare. If the vehicle was left a mess, has less than one quarter tank of gas or has materials missing from the glove box, please also let us know. If you do not inform us, you may be held responsible when the next user reports it. Call the 24-hour line immediately about any new major damage to a vehicle. For minor issues, you can leave a message at 607.277.3210 x4, or e-mail [info@ithacacarshare.org](mailto:info@ithacacarshare.org).

## Return Your Vehicle

Park, turn the car off, take the key out of the ignition and let it retract gently. Take your trash and belongings out, and leave the vehicle at least as clean as you found it. Do not use the parking brake unless you are parking on a hill.

**If your spot is blocked** upon your return, please find the nearest legal parking spot and call the 24-hour line with the plate number of the offending vehicle and location of the Ithaca Carshare vehicle. If you leave the vehicle out of its space and do not notify staff, you will be held liable for any parking tickets.

## Lock Your Vehicle

Use your keycard to lock the doors every time you leave the vehicle, even in the middle of your booking. This disables the ignition and prevents theft. Never lock the vehicle using the manual locks! Check the doors before walking away to confirm that it is actually locked. Lock the door with your card, even if another member is waiting to use the car.

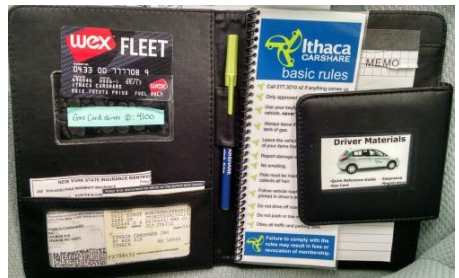
## Care of Your Vehicle

Treat the vehicles with respect, and leave them in a condition you would like to find them yourself. Misuse of the vehicles may result in penalties, suspension, or cancellation of your membership. You are liable for any damage to the vehicle that results from improper use. Smoking is not allowed in any of the vehicles. Pets are only allowed inside a vehicle if they are inside a carrier and the car is kept clean. Use of perfumes or any other chemical substance is discouraged while you are in the vehicle.

## Fill the Gas Tank

It is the member's responsibility to return the car with at least one-quarter tank of gas. To purchase gas, use the fleet gas card located inside the small binder in the glove box. This card can be used at most gas stations. Let us know if you encounter a station that does not accept it. You do not need to save the receipt.

- Swipe the card at the pump or inside as you would for any credit card.
- Enter the 4-digit user ID number, which is written near the card in the binder. **This is NOT your member number.**
- Enter the odometer reading from the car.



If you have trouble, call the 24-hour line. Only use regular unleaded gasoline in Ithaca Carshare vehicles! If you cannot use the card, please pay for gas yourself then send the receipt via email for a reimbursement.

## The Ithaca Carshare Fleet

The fleet is comprised mostly of Honda Fit and Toyota Prius hatchbacks, but there are a couple specialty vehicles, both of which have permits for the Tompkins County Recycling and Solid Waste Center.

### Toyota Tacoma pickup truck

- Clean the bed if you made it dirty.
- Return the tarp and bungees to behind the seat.
- No towing or pushing.
- No off-road driving.

- Legally, any loose load must be covered.
- Bed dimensions are 6 feet by 4.7 feet (3.5 feet between wheels, 1.5 feet tall).
- Load capacity is 1,250 lbs, including passenger weight. Don't overload!

### Dodge Grand Caravan

- Seats 7, including driver.
- It is equipped with Stow'n'Go seating (all rear seats fold flat).
- Stow'n'Go directions can be found in the glove compartment.
- Return seats to their upright position when you finish.
- Interior dimensions with seats stowed are 7.5 feet long, 4.5 feet tall, and 5.3 feet wide.
- Please avoid using the van for messy loads like wood or mulch, or trash.



# Membership Plans

## Individual Memberships

There is a one-time application fee of \$40 for most drivers. Each membership covers up to two drivers, and can be paid either monthly or annually. Annual plans renew automatically on the month before your start date. Monthly plan fees are prorated for the first month, and are charged on your monthly invoice each month thereafter.

<b>Just In Case</b> <small>If you drive infrequently, but need access to a car, truck or van once in a while this plan is for you.</small>		<b>It's My Car</b> <small>If you drive a few times a month or more, the lower hourly rate of this plan is for you.</small>
\$6/month <i>or</i> \$60/year	<b>MEMBERSHIP</b> +	\$30/month <i>or</i> \$300/year
\$7. <sup>95</sup> /hr weekday \$8. <sup>95</sup> /hr weekend \$4. <sup>00</sup> /hr late night	<b>HOURLY RATE</b> <small>WEEKEND: FRI 5PM TO SUN 8PM            NIGHT: 11PM TO 7AM</small>	\$4. <sup>95</sup> /hr weekday \$5. <sup>95</sup> /hr weekend \$2. <sup>50</sup> /hr late night
<b>MILEAGE RATE</b> Car: \$0.30/mile    Van: \$0.32/mile    Truck: \$0.40/mile		

**Cornell affiliates** are eligible for discounted membership rates from the University (as of fall 2016). Details can be found online at [IthacaCarshare.org/rates/Cornell](http://IthacaCarshare.org/rates/Cornell).

### Easy Access plan for income-eligible members

Tompkins County residents at or below 150% of the federal poverty level are eligible for this subsidized monthly It's My Car membership. The application fee is waived, the monthly fee is discounted to \$10, and \$15 of driving credit is provided each month. Contact the office for details and availability of this plan.

## Organizational and Business Memberships

Organizations can sign up multiple drivers, and see all usage on one simple monthly bill. It is 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 Ithaca Carshare to set up an account.

Non-profit Organization		Business
\$10 one-time application fee per driver		\$40 one-time application fee per driver
<b>\$100/year</b> up to 10 drivers	<b>MEMBERSHIP</b> +	<b>\$200/year</b> up to 10 drivers
\$4. <sup>95</sup> /hr weekday \$5. <sup>95</sup> /hr weekend \$2. <sup>50</sup> /hr late night	<b>HOURLY RATE</b> WEEKEND: FRI 5PM TO SUN 5PM NIGHT: 11PM TO 7AM +	\$4. <sup>95</sup> /hr weekday \$5. <sup>95</sup> /hr weekend \$2. <sup>50</sup> /hr late night
<b>MILEAGE RATE</b> Car: \$0.30/mile    Van: \$0.32/mile    Truck: \$0.40/mile		

## Special Hourly Rates (all plans)

### Full Day

Pay for only 10 hours in a 24 hour period. Available at most locations.

### Late night

Pay half price 11:00pm - 7:00am. Available at all locations.

### Weekend

+\$1/hour 5:00pm Friday – 5:00pm Sunday. Some locations are exempt.



## Switching Membership Plans

You may switch from one membership plan to another, however if you do so more than once in a six month period, there is a \$30 administrative charge. There may be limits to this if you are receiving a discount or subsidy toward your membership plan.

*If you are upgrading* an annual plan from Just in Case to It's My Car within a month of joining, the full amount you have already paid will apply toward the new plan. Within 6 months, half of your original plan fee will apply. After that, you will be charged a full plan fee for the new plan.

*If you are downgrading* an annual plan from It's My Car to Just in Case, there will be no refunds. If you do so within a month of joining, the full amount of the original plan fee will apply back to your account as driving credit. Within 6 months, half of that amount will apply.

## What If?

### The Vehicle I Booked Isn't There

Call the 24-hour line. Staff will do their best to get you where you need to go. This may include shifting your booking time, moving to a nearby vehicle, or in rare cases, taking a bus or taxi trip, which Ithaca Carshare will pay for up to \$30 fare. If those options are not suitable for your trip, you can cancel your booking with no fees and get a credit at Ithaca Carshare's discretion for your inconvenience.

### I'm Running Late

As soon as you think you might be late, extend your booking using the mobile site or call the 24-hour line. If there is a booking immediately after yours, staff will facilitate the best solution for both parties. Late return fees are significantly lower when you call before the end of your booking.

## There's a Collision

Call 911 if life or safety is in danger! **Any collision or other damage to a vehicle must be reported immediately to Ithaca Carshare, even if it's a minor fender bender.** Staff will help facilitate the appropriate steps, which may include getting a police report. You may continue your trip only with the explicit permission of Ithaca Carshare staff.

## The Weather Has Turned Bad

You may always cancel a booking at any time. If the conditions are particularly poor, Ithaca Carshare may waive cancellation fees at their sole discretion and will inform drivers when this happens. Look for announcements via email and social media. If there is a snow emergency and the roads are closed, you are not allowed to drive the vehicles, and all cancellation fees will be waived.

## I'm at the Car But Forgot My Keycard

It may be possible to unlock the vehicle remotely for you if you can go home to retrieve your keycard to use for the rest of your booking. This may incur a \$5 fee. If you have lost your keycard, you must report it. A replacement card is \$15.

## There's Another Kind of Issue

**Call 911 in an emergency!** Otherwise, call the 24-hour line to resolve any urgent issue. Ithaca Carshare does carry roadside assistance with Better World Club. If you get a flat tire, run out of gas, or the vehicle has a dead battery, Ithaca Carshare staff will come or they will call roadside assistance to come assist you.

# Fees and Penalties

## Late Return

**If you do not extend your time and you do not call**, you will be charged \$1 per minute with a \$30 minimum.

**If you do call before your booking ends** the fee is reduced to 50¢ per minute with no minimum.

Put yourself in the shoes of the next member who arrives to find their booked car not there! Calling helps staff alert the next member and make alternate plans for them. If you often return vehicles past your booking time, your membership may be terminated.

## Other Penalties - \$30 each instance

- Failure to report pre-existing vehicle damage
- Failure to report major vehicle cleanliness issue
- Driving without a valid booking, or taking the wrong vehicle
- Failure to use the keycard to lock the vehicle
- Leaving a vehicle dirty or messy
- Returning the vehicle with less than one-quarter tank of gas
- Multiple bounced credit or debit card payments
- Vehicle left with key in the ignition, windows down, lights on
- Failure to pay tolls, parking tickets, solid waste, or other fees

## Major Penalties - \$250

- Carrying pets without a proper carrier
- Abandoning the vehicle more than a block from its home spot
- Allowing any person who is not an approved member to drive
- Smoking inside the vehicle
- Obtaining an Ithaca Carshare vehicle fraudulently

## Staff Time

If staff time is required to fix a problem for which it is determined that you are at fault, you will be charged a flat \$30 fee or \$25 per hour of staff time, whichever is larger, plus any tolls, fines, or charges incurred.

# Member Benefits

## Roaming

Ithaca Carshare is a member of the international CarSharing Association. There are reciprocal agreements among many members of the Association, which allows reduced costs when you sign up to temporarily drive while visiting one of these cities. Agreements vary, but in most cases you can sign up without any application or membership fees at the host Carshare. It's smoothest if you contact us at least 2 weeks in advance of your travels so that we can get you set up with the other organization. See [IthacaCarshare.org/roaming-partners](http://IthacaCarshare.org/roaming-partners) for a full list of roaming partners.

## Rewards

Your Ithaca Carshare keycard earns you discounts and deals at local businesses around town! We are committed to supporting local businesses first, and we encourage our members and friends to do the same. Simply show your keycard to receive great discounts around town. See [IthacaCarshare.org/how/rewards](http://IthacaCarshare.org/how/rewards) for participating businesses.

# Frequently Asked Questions

## Are there volunteer opportunities?

Yes! Ithaca Carshare members can earn driving credit by volunteering as Car Captains (taking a car for cleanings twice a month) or on Snow Crew (help dig out the fleet after snowstorms).

## 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. and Canada.

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

You can book a car for up to 10 days. Keep in mind you pay by the hour and mile for your usage.

## 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! Carshare members tend to choose walking, biking, or riding the bus before driving, and when they do drive, they tend to consolidate trips into one.

## Is carsharing cheaper than owning a car?

The average car owner in the U.S. spends \$9,000 each year on fuel, insurance, parking, upkeep, repairs, and loan or lease payments. Given that the average private car is used less than 1.5 hours/day, vehicle ownership works out to about \$20 per hour of use. Carsharing offers the convenience, privacy and flexibility of having any-time access to a vehicle at a much lower price.

# Member 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 Younger Driver Consent form (if applicable), and in this Agreement. I understand that Ithaca Carshare's acceptance of my application and subsequent activation of my 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 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.

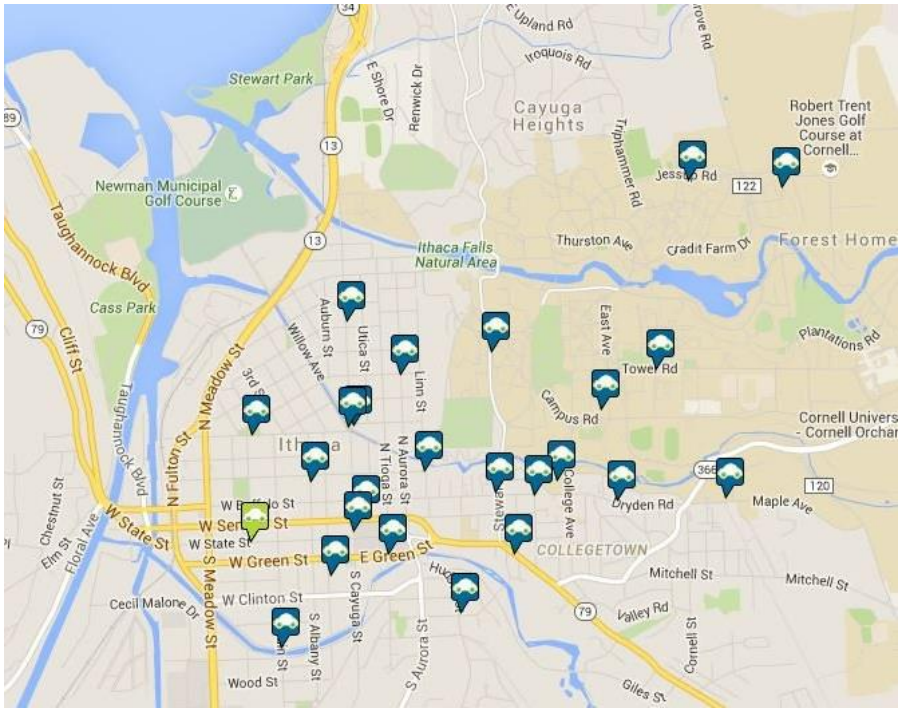
I waive any right I have to sue or make claims against Ithaca Carshare and its respective directors, officers, agents, employees or other members for any damages or losses arising out of or in connection with either vehicle or property-related issues (such as vehicle not being available when it was supposed to be, any malfunction or deficiency in a vehicle, 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.



## Vehicle Locations

Fall 2016

Downtown, Fall Creek, Southside, West End,  
Collegetown, Cornell University, South Hill

### Contact Ithaca Carshare

24-Hour line – urgent booking issues only: 607-277-3210 x2

Office – answered 12-5 weekdays: 607-277-3210 x3

Damage report voicemail box: 607-277-3210 x4

[info@ithacacarshare.org](mailto:info@ithacacarshare.org)

**215 N. Cayuga Street (Dewitt Mall), ground floor (12-5 weekdays)**

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

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