

# Membership Contract

— trial version

Updated March 27, 2008



## BETWEEN

**Member** FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ MEMBERSHIP N°: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ INTERSECTION: \_\_\_\_\_

CITY: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

HOME TEL.: (\_\_\_\_\_) \_\_\_\_\_ OTHER TEL. (specify) \_\_\_\_\_ : (\_\_\_\_\_) \_\_\_\_\_

OCCUPATION / PROFESSION: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

CONTACT IN CASE OF ACCIDENT: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

DRIVER'S LICENSE N°: \_\_\_\_\_ PARKING STATIONS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ **hereinafter called "The Member"**

## AND (if applicable)

### Joint-Member

FIRST NAME: \_\_\_\_\_ LAST NAME: \_\_\_\_\_ MEMBERSHIP N°: \_\_\_\_\_

ADDRESS: \_\_\_\_\_ INTERSECTION: \_\_\_\_\_

CITY: \_\_\_\_\_ POSTAL CODE: \_\_\_\_\_

HOME TEL.: (\_\_\_\_\_) \_\_\_\_\_ OTHER TEL. (specify) \_\_\_\_\_ : (\_\_\_\_\_) \_\_\_\_\_

OCCUPATION / PROFESSION: \_\_\_\_\_ EMPLOYER: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

CONTACT IN CASE OF ACCIDENT: \_\_\_\_\_ TEL: (\_\_\_\_\_) \_\_\_\_\_

DRIVER'S LICENSE N°: \_\_\_\_\_ PARKING STATIONS: \_\_\_\_\_

EMAIL: \_\_\_\_\_ **hereinafter called "The Joint-Member"**

## AND

### Communauto inc.,

Legally incorporated with head office located at 1117 Sainte Catherine Street West, Suite 806, Montreal, Quebec H3B 1H9

EMAIL: [serviceclientele@communauto.com](mailto:serviceclientele@communauto.com)

**hereinafter called "Communauto"**

## 1. DEFINITIONS

In this contract, the following definitions apply.

- a) Member:** the person registered as the Member and, when not otherwise stipulated in this Contract, the Joint-Member.
- b) Joint-Member:** the person registered as the Joint-Member.
- c) Family membership:** the plan which allows adding one or more Joint-Members to a single membership contract;
- d) Contract:** this Membership Contract and its appendices.
- e) Regulations:** all the rules of operation contained in the Rules and Regulations for use of vehicles and its Appendices, as well as any other guidelines issued from time to time by *Communauto* to ensure the proper operation of the service.

## 2. PURPOSE OF THE CONTRACT

- 2.1** This Contract is a vehicle-sharing service membership contract offered by *Communauto*, but does not in itself confer any right of use of the said vehicles.
- 2.2** The Member acquires the right to use vehicles belonging to *Communauto* only by registering for one of the Plans available at the time from, and in force with, *Communauto* and by paying the corresponding fees.
- 2.3** *Communauto* has, and shall retain, ownership of the Member's Membership card, of the key to the key boxes and of any other item it puts at the Member's disposal during the term of this Contract.

### 3. ELIGIBILITY

- 3.1** To be eligible for the vehicle-sharing service, the Member must satisfy and comply with all the criteria set out hereinafter. He must:
- 3.1.1** be a private individual;
  - 3.1.2** be at least 21 years old and hold a valid driver's licence, minimum class 5;
  - 3.1.3** provide *Communauto* with an original recent copy (no more than 3 months old) of his Driver's record from the Société de l'assurance-automobile du Québec (SAAQ) and of his record from the Fichier central des sinistres automobiles du Québec (Quebec Automobile Accident Central Registry);
  - 3.1.4** provide one (1) recent photo in ID card format.
- 3.2** After the minimum term of this Contract as stipulated in sub-clause 6.1, *Communauto* reserves the right to change these criteria and to impose other eligibility criteria when renewing the Member's Plan by forwarding to him written notice setting out the changes or additions to the criteria listed above.
- If the Member does not meet these new eligibility criteria, or if he refuses to comply with them when renewing his Plan, the Contract shall be automatically and immediately terminated without further notice or official notification.
- 3.3** Satisfying the eligibility criteria mentioned in sub-clause 3.1 does not automatically give a person the right to become a *Communauto* Member. Acceptance of the person's membership is subject to approval of his application by *Communauto* after a complete review of his file.

### 4. MEMBERSHIP FEES

- 4.1** Unless he subscribes to the service as part of a trial period, in which case the Member is exempted from this obligation for a period of four (4) months, the Member promises to pay *Communauto* membership fees in the amount of five hundred dollars (\$500) and, if applicable, seven hundred and fifty dollars (\$750) for a Family membership, payable in full upon signing this Contract.
- After the minimum contract term set out in sub-clause 6.1, *Communauto* reserves the right to change the amount of the membership fees to be paid by the Member when renewing his Plan by sending him written notice to that effect.
- If the Member refuses to comply with *Communauto's* new policy concerning the amount of the membership fees to be paid for access to its vehicle-sharing service, this Contract shall be automatically and immediately cancelled without further notice or official notification.
- 4.2** The Member agrees that the full amount of his membership fees can be used by *Communauto* in carrying out its activities and, more particularly, but without limiting the generality of the foregoing, for financing and purchasing new vehicles.
- 4.3** No interest will be calculated or paid on membership fees.
- 4.4** At the end of the Contract, or if the Contract is cancelled, membership fees paid by the Member shall be reimbursed to him, subject to any compensation between the parties relating to any sum payable to *Communauto* by the Member under the Contract or the Rules and Regulations.
- Should the membership fees be insufficient to cover the Member's debt to *Communauto*, the latter reserves at this time all its rights and recourses required to recover the full amount.
- 4.5** Reimbursement of membership fees, if applicable, is also subject to the following repayment conditions:
- 4.5.1** reimbursement shall be made in one payment on the day this

Contract is terminated, unless there are reasonable grounds for believing that, by making such payment, *Communauto* will be unable to meet its term liabilities;

- 4.5.2** if there are reasonable grounds for believing that, because of the reimbursement, *Communauto* will be unable to meet its term liabilities, membership fees shall be reimbursed according to the following order of priority and according to the chronological order of the applications within each priority:
  - (a) cancellation under sub-clauses 3.2 and 4.1;
  - (b) cancellation under sub-clause 6.2;
  - (c) cancellation under sub-clause 7.1;
  - (d) cancellation for other reasons.

### 5. COMMUNAUTO'S LIMITED RESPONSIBILITIES

- 5.1** *Communauto* may not be held responsible for any loss of, or damage to, any goods in or on the vehicle.
- 5.2** *Communauto* may not be held responsible for any direct or indirect damage arising from the reservation, non-availability, supply, operation or use of a vehicle.
- 5.3** *Communauto* may not be held responsible for direct or indirect damage or injuries arising from the use of vehicle accessories supplied by *Communauto*, or one of its suppliers (luggage racks, bicycle racks, baby seats, etc.). The Member is responsible for the safe installation of such accessories and must check their condition before each use.

### 6. TERM AND TERMINATION OF THE CONTRACT

- 6.1** Unless the Contract is cancelled for any of the reasons specified in clause 7, and unless the Member has subscribed to the service as part of a trial period, in which case the duration is four (4) months to the day, its minimum term shall be one (1) year. After that time, the Contract shall remain in force for an indeterminate period.
- 6.2** After the minimum term of this Contract, either of the parties may terminate it at any time by giving three (3) months' written notice; no notice is required in the time during which the Member has subscribed as part of a trial period; however the usual rules mentioned in article 6 apply as soon as the Member confirms his membership status by paying the membership fees described in article 4.

### 7. CANCELLATION

- 7.1** The Contract shall be automatically and immediately cancelled, without notice, on the death of the Member.
- 7.2** Subject to all its other rights and recourses, *Communauto* may, at any time, by giving five (5) days' notice, cancel the Contract if the Member fails to pay any sum due under the Contract or the Rules and Regulations.
- 7.3** Subject to all its other rights and recourses, *Communauto* may, at any time, without further notice or official notification and by simple notification, cancel the Contract if the Member does not comply with any term or condition specified in the Contract or the Rules and Regulations or, by his actions, state of health or driving record, runs counter to *Communauto's* interests;
- 7.4** In case of cancellation, the Member agrees to immediately return to *Communauto* his Membership card, the key to *Communauto's* key boxes, any vehicle or any other article he might have in his possession under this Contract or the Rules and Regulations. Moreover, the Member agrees to pay any legal fees, court costs or costs of other legal procedures necessary for *Communauto* to recover any money due, key to the

boxes, vehicle or other object the Member might have in his possession under this Contract or the Rules and Regulations.

**7.5** Termination of the Contract, for any of the reasons set out in this clause, automatically and immediately ends the Member's Plan, without further notice or official notification.

## 8. PENALTIES

**8.1** Subject to all its other rights and recourses set out in the Contract and the Rules and Regulations, *Communauto* reserves the right to impose penalties on the Member, in case of non-observance by the Member of any provision of this Contract or of the Rules and Regulations, in the manner and amounts specified in the Rules and Regulations.

## 9. FINAL PROVISIONS

### 9.1 On-board computers

For purposes of control and security, *Communauto* vehicles are equipped with on-board computers which include an automatic engine disabler, and a tracking system linked to the global positioning system (GPS). This system allows *Communauto*, in particular, to track its vehicles at all times (in real time, or after the fact) throughout North America. The Member declares that he has been made aware of this policy through the present provision in the Contract, and that he accepts its use and application upon signing the Contract.

### 9.2 Joint and Several Liability

Under this Contract, the Joint-Member undertakes exactly the same commitments as the Member. The Member and all the Joint-Members are jointly and severally responsible for their commitments to *Communauto* and for any claim or other action *Communauto* might take against them.

### 9.3 Changes

Subject to certain specific provisions allowed by this Contract, the parties recognize that no changes may be made to this Membership Contract unless agreed to by the parties and attested to in writing. Moreover, *Communauto* reserves the right to change, from time to time, when it deems it useful or necessary and without prior notice, the schedules to this Membership Contract and the Rules and Regulations.

### 9.4 Assignment

The rights granted by this Contract and the Rules and Regulations are not assignable or transferable to third parties, in whole or in part.

**9.5 Tolerance** – Acceptance by *Communauto* of any failure by the Subscriber shall not affect or alter *Communauto's* rights in regard to any subsequent failure, whether of the same or of a different nature. If either party should waive, neglect or delay the exercise of a right or recourse provided by this Contract, this shall never be interpreted against said party as a renunciation of its rights and recourses, as long as the conventionally or legally prescribed time for exercising such a right or recourse has not expired.

### 9.6 Partial Invalidity

Each provision of the Contract and of the Rules and Regulations is distinct and separate. Therefore, any decision by a court under which any of the provisions contained in the said documents is declared null, invalid or unenforceable shall in no way affect the validity, nature or enforceability of any other provision.

### 9.7 Gender and Number

Where required by the context, the masculine gender used herein includes the feminine and vice-versa and the singular includes the plural and vice-versa and, in those cases, the rest of the sentence or sentences concerned shall be interpreted as though the required grammatical or terminological changes had been made.

### 9.8 Explanations and Comprehension

The Member declares to *Communauto* that he has received all reasonable explanations required of the content of this Contract and of the Rules and Regulations currently in force and that he has taken all reasonable and prudent measures to ensure that he has correctly understood each and every one of his commitments and obligations.

In the event that the French and English versions do not concur, the French version shall prevail.

### 9.9 Applicable Laws

This Contract and the Rules and Regulations are governed by the laws in force and applicable in the Province of Quebec and shall be interpreted according to those laws.

## SCHEDULES

The following Schedules constitute an integral part of this Contract:

### Schedule 1/Annexe 1: Tarification et inscription à un forfait

("Fee Structure and Plan Registration", not yet translated)

### Schedule 2/Annexe: Enregistrement de clefs

("Registration of keys", not yet translated)

### Schedule 3/Annexe 3: Sélection de la franchise en cas d'accident

responsable ("Choice of deductible in case of an accident for which the member is responsible" not yet translated)

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IN WITNESS OF WHICH, the parties have signed in \_\_\_\_\_, this day of \_\_\_\_\_ 20\_\_\_\_

\_\_\_\_\_  
FOR COMMUNAUTO

\_\_\_\_\_  
MEMBER

\_\_\_\_\_  
JOINT-MEMBER