



Member Manual

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Welcome!!!

About LAXCarShare

LAXCarshare is a private carsharing company that was founded in July 2009. We are dedicated to providing the residents of the greater Los Angeles area, a much needed connection to support the current transit and rail system. Our fleet is parked throughout the city to provide 24/7 access to our Members.

Carsharing has been successful in reducing traffic congestion, saving our Members money and improving air quality.

This manual is designed to be your primary source for information on your membership. Please read this manually thoroughly, and if you still have questions, contact us at:

LAXCarShare
309 E. Hillcrest Bl. #406
Inglewood, CA 90301

Office hours: Monday through Friday 9:00am-3:00pm

Toll free: 877-5-LAXCAR
Call Center, dial 1
Member Care, dial 2
Billing, dial 3
Fleet, dial 4

To make, extend and/or cancel a reservation, call 310-988-2234

Fax: (323) 751-4193

MemberCare@LAXCarshare.com

RULES are designed to make sure all Members are responsible for keeping the fleet in tip-top shape! Please remember to always do the following:

Treat the car like it is YOURS!!!

Always take extra special care of the car when driving it. Remember we are SHARING the car. Never leave the radio blasting or the gas tank on "E"!

Membership Requirements

Basic requirements for Membership Eligibility:

To become a LAXCarShare Member you must meet the following criteria.

Applicants between 18 and 21 years of age must:

Have their United States driver's license for at least 1 year;

Have additional insurance or provide proof of insurance coverage as a third party insured for minimum coverage of \$300,000;

NO minor violations on their driving record;

NO excessive speed violations on their driving record;

NO major violations on their driving record;

NO alcohol or drug related violations on their driving record; and

Can only drive at DESIGNATED locations.

Applicants over 21 years of age must:

Have had their United States driver's license for at least 1 year;

NO more than 2 accidents and/or minor moving violations within the past 3 years;

NO excessive speed violations within the past 3 years (20+ mph over the speed limit);

NO major violations involving reckless driving within the past 3 years; and;

NO alcohol or drug related violations within the past 3 years.

By providing your valid driver's license information, LAXCarShare will perform a driver's license driving record inquiry through the California Department of Motor Vehicles. Upon review, a determination of membership acceptance will either be extended or denied. Please review our membership requirements thoroughly before applying for membership. Please take note that the \$25 application fee is nonrefundable and will not be returned if membership denied.

LAXCarShare also will conduct a driving record check yearly on ALL Members. It is the Member's responsibility to notify LAXCarShare should you have any changes in your driving status. Failure to do so is grounds for immediate termination.

What's included in my membership?

Gas, premium insurance, maintenance, 180 miles and 24/7 roadside assistance!

How does the insurance work?

All eligible LAXCarShare Members 21 years of age or older, are provided with insurance coverage that consists of a combined single limit of \$1,000,000 per accident, meaning that all third party bodily injuries, or property damage costs relating to the accident covered in the aggregate up to \$1,000,000. For drivers under 21, we provide coverage up to state-mandated levels, which vary by the state in which the accident occurs.

For both third party and vehicle damage claims, the Member is responsible for a damage fee of \$1,000 to cover repairs if the accident is his or her fault, or if no fault is assigned. Members age 21+ have the option to purchase a damage fee waiver to reduce that amount to \$0. The price of the damage waiver fee is either \$1 per hour or \$15 per daily reservation. Member shall make election regarding acceptance of damage waiver in online reservation form.

Our insurance also includes Personal Injury Protection (PIP), or "no-fault" coverage, at statutory limits for our Members if they are injured in an accident. Members may also use their own health care coverage in case of injury.

If the total amount of the injuries and/or property damage exceeds our coverage limits, LAXCarShare Members are responsible for this excess and will be contacted by either LAXCarShare, our insurance provider – Philadelphia Insurance Company – or the insurance company representing another driver involved in the accident.

Members engaging in prohibited uses of our LAXCarShare fleet are specifically excluded from coverage. You are not covered under the LAXCarShare insurance policy in ANY NON LAXCarShare vehicle. EVER! PERIOD! If the current LAXCarShare Member is found allowing an unauthorized driver(s) to use the car unauthorized drivers are those who do not have either a current LAXCarShare membership or a LAXCarShare Member whose account is currently suspended, will have their membership revoked as well as be fined \$250. This fee will be billed directly to the Member on the debit/credit card we have on file.

Prohibited Uses include:

Engaging in any unlawful or illegal activities during use of car

Allowing non-Members to drive the car

Driving car while under the influence

Gas card abuse

Use of car without proper reservation

Use of car beyond reservation time without approved extension of reservation time

Use of car with a suspended license

Updating Your Information

It is imperative that you provide us with your most recent address, phone numbers, email address and/or billing information and keep such information updated. This is necessary for not only billing purposes, but in the event an administrative move is necessary due to the scheduled vehicle not being available. You may submit your updated information through our Support Ticket system.

Support Tickets

Our Support Ticket system allows Members to interact with our customer service team remotely. Support tickets can be found on the home page, click on contact us, then on support. Support tickets are used to report the following issues:

- Report change in personal and/or billing information,
- Report MINOR damage to car Report pet hair/smoke in the car
- Report concerns that need to be brought to our attention (dirty exterior/interior, smoking in the car, etc).

This system also allows us to respond back to you and you have receipt that your issue was reviewed and noted. Reporting minor damage should ALWAYS be reported through the Support Ticket system, NOT the call center. The call center is to report MAJOR damage, late returning of the vehicle and/or extending your reservation or if the car becomes inoperable and a cab is required.

24/7 Call Center

LAXCarShare is dedicated to providing outstanding customer service which includes a timely response to your issue. This is why we have not only developed our Support Ticket system, but also have a 24/7 Call Center available when you need to report MAJOR damage, a car not being in its location at the start of your reservation, or if the car has been towed. Should the car become inoperable during the course of the reservation, please call the call center to arrange towing of the vehicle and ordering a cab for you to continue on your trip. Members can reach the 24/7 Call Center by calling 877-5-LAXCAR, and press 1. DO NOT use this line to extend your reservation, UNLESS you are running late. Otherwise, to make or extend your reservation, dial 877-552-9227 and dial 807.

Extending your reservation -

If you need to **EXTEND YOUR RESERVATION ONLY**, by dialing 310-988-2234. You will be asked to enter your member ID# and password, and you will be allowed to touch tone how many 30 minute increments you wish to extend your reservation. You should only contact the 24/7 Call Center should you not be able to extend the reservation. Issues not described above should be submitted to LAXCarShare via the Support Ticket system.

Making, Changing and/or Cancelling Reservation

You may make a reservation by either logging in to the on-line reservation system at www.LAXCarShare.com or by calling 310-988-2234. You will need to enter your Member ID# and password. You may also access our mobile site on a cellular device with smartphone capabilities from our website homepage. Should you **NOT** be able to extend your reservation, dial 877-552-9227 and dial 1 for our 24/7 Call Center for assistance.

You may reserve a vehicle for a minimum of one hour and extend your reservation in increments of 1/2 hour time intervals. You must first choose the date and time you wish to reserve the car. Upon confirming your reservation, your debit/credit card on file will be billed an estimated charge for your reservation. Remember you have 180 miles included per day, and if you go over, you will be billed at a rate of \$0.30 per mile.

You may change and/or cancel your reservation up to 3 hours prior to your scheduled start time. You may do this by either logging in to the on-line reservation system or by dialing the number listed above. If you change/cancel your reservation 2 hours prior to its start time, you will be refunded the amount back to your debit/credit card on file. In the event you change/cancel less than 2 hours prior to the start time, you will be billed for your scheduled reservation.

****NOTE** please make sure you adhere to this policy for the benefit of all members. Car sharing works when Members are courteous to those who may want to use the car and by adhering to the rules keeps everyone happy.

Reporting Damage and/or Accidents

Reporting damage can be done in one of two ways:

Support Tickets- this method is used when reporting **MINOR** damage only. Dent, nicks, scrapes, low fuel, dashboard warning lights, car smells of smoke, dirty exterior/interior are examples of minor damage where support tickets should be used. Support Tickets can be found under the Contact Us section of the homepage of our website.

24/7 Call Center- this method is used to report **MAJOR** damage only, a car not in its location at the start of your reservation, when the car is inoperable, flat tire, dead battery, theft, smashed windshield and/or windows, car was towed, are examples of MAJOR occurrences that should be reported directly to the Call Center. You are more than welcome to follow up the call to the Call Center with a Support Ticket submission. The 24/7 Call Center can be reached by dialing 877-552-9227 and dialing 1.

The Member must also collect all necessary information from the other party. In the event you do not report the damage, or the Member is found to have an unauthorized person driving the vehicle, the Member is responsible for the FULL amount of the damage, not just the deductible, and will have their membership terminated.

After reporting the damage, if the car is still operable, you may complete your reservation, only after the LAXCarShare team determines the car is safe to operate. Should the car need to be towed due to the damage, LAXCarShare will provide you with a cab to get you to your destination.

Insurance

LAXCarShare and/or our insurance company may check the driving records for every Member once a year. Any Member cited for reckless driving, driving under the influence of alcohol and/or drugs, or more than two moving violations, will be automatically terminated from membership.

During your reservations, the Member is covered up to \$1 million per event (auto liability combined single liability limits for bodily injury, collision, and property damage). Any Member who is engaged in prohibited uses of the vehicle or is in breach of this membership manual is specifically excluded from coverage.

Damage to, Loss of Theft of the Car

In the event of damage, regardless of who is at fault, it is the Member's responsibility to pay the full cost of the \$1,000 deductible. This is the Member's responsibility unless they opt to take the Damage Waiver Deductible at the time of the reservation.

Damage Waiver Deductible Program

At the time of your reservation Members will have the option of choosing to take the Damage Waiver Deductible. The DWD program lowers the Members liability to \$0. The rates are \$1 per hour of your reservation and \$15 for a daily reservation. In the event you do NOT wish to take the Damage Waiver Deductible, and you become involved in an accident, you will be billed the deductible amount of \$1,000.00 on the debit/credit card on file. In the event we are unable to collect funds, your account will be placed on a temporary suspension until the full amount is paid. You may make payment arrangements by calling our BILLING DEPT at 877-5-LAXCAR

and press option 5. If the full amount is not paid within 60 days, your account will be closed and placed in collections.

Getting into the Car

Each Member, upon approval of membership, will be mailed a keyfob, which is used to gain access to the car. This keyfob is designed to be attached to your current keyring. When you arrive at the car for your reservation, you must place the fob over the reader, which is located in the windshield of the driver's side of the car.

Please make sure to hold on to the fob at all times!!!! Should you lose your fob, it could take up to 7 business days to receive your replacement and you will be billed a \$20 replacement fee. Save your money and time by always keeping track of it. Using the Gas Card

Inside the glovebox you will find the keys, registration and insurance inside a gold envelope and the gas card. Each Member will be assigned a personal identification number that must be entered at the time of the gas purchase. This number is provided in your welcome materials. The system will also ask for the current mileage at the time of the purchase. Participating gas stations can be found attached to the gas card.

In the event the gas card is not in the vehicle, and you use your own personal money and/or debit card to purchase fuel, please report this through our Support Ticket System that can be found under contact us on the homepage of the website. You will also need to provide a copy of the receipt with your Member ID number. You can either email to us at MemberCare@LAXCarShare.com or attach to the support ticket. We will provide you with a credit on your billing statement up to \$20.

Where are the keys?

The keys are located in the glovebox. Make sure to always return the keys to the glovebox or you will be charged a fee to replace the keys.

Using the Car

Getting in the car

When you arrive at the car, you will take your fob and swipe it over the card reader located in windshield on the driver's side. The doors will open and you will find the keys in the glovebox. As you are driving the car, you can use the keys to unlock/lock the car normally. Once you have returned the car back to its location, place the keys back into the glovebox, close the door, and

swipe out. Swiping out concludes the billing process. If you do not swipe out, you will continue to be charged.

Leave the car in the same condition in which you picked it up!

Remember to remove all of your trash and/or personal belongings. Although we want you to treat the car as your own, please don't leave expensive items in the car.

Lost and Found

Should you find your fellow Members personal items, please place in the trunk of the car and notify the Member Care department. Please give a description of the item in question and where you left it. We appreciate your honesty! You can reach the Member Care department by calling 877-5-LAXCAR and pressing option 2.

Plan ahead!

Make sure you reserve the car for just the time you think you will need it. Remember we are all sharing the car and there is a chance a Member has the car reserved immediately after your reservation. Please be courteous and be back on time! If you forget to call and let us know you are going to be late, we will NOT forget to charge you a \$20 inconvenience fee. Sorry, but you must let us know your running late.

Roadside Assistance

If during the course of the reservation you require roadside assistance, please contact us immediately at 877-5-LAXCAR and press option 1 for our 24/7 Call Center. You must provide the customer service representative with the location of the car, a description of what is wrong with the car and your destination. You will be provided transportation one-way only.

NO SMOKING

LAXCarShare promotes a healthy lifestyle while inside of the car. Some of our Members may smoke, but may not do so in the car. EVER! Our non-smoking Members and staff would appreciate your cooperation with this rule. In the event a Member decides to smoke in the car, their credit card on file will be assessed a \$250 fee for an emergency cleaning. Please report ANY smoke in the car before beginning your reservation.

Pets

LAXCarShare loves pets and encourages our Members to bring their pets with them, whenever possible. However, we must INSIST on you using your OWN pet carrier while transporting your pet in the LAXCarShare car. Some of our Members may be allergic to pets and the hair can cause mild to severe allergic reactions. Let's be courteous to our Members and our pets. They deserve to be in a safe carrier. There will be a \$250 emergency cleaning fee assessed to your account if you do not have your pet in a carrier during your reservation.

Returning the Car

ALWAYS swipe out when you return the car!

If you don't swipe out you will CONTINUE to be billed. We know your money is precious so take the time to swipe out. Swipe in, swipe out!

You must return the car to the same location in which you picked it up.

There are NO one-way trips in the LAXCarShare. You must return the car to the SAME location where you picked it up. The ONLY exception is when an authorized LAXCarShare representative asks you to drop off the vehicle at a documented, designated location other than the pick up location.

Administrative Moves

Administrative moves occur when circumstances out of our control prevent Members from accessing the car due to an accident, a late return, emergency cleaning, or some other unforeseen circumstances. LAXCarShare reserves the right to change reservations by either moving a Member to another car, if available, providing alternative transportation or cancelling the reservation and issuing a refund.

Rates & Additional Fees

Rates are \$7 per hour and \$60 per day, 24/7. By opting to take the Damage Waiver Deductible, you add \$1 per hour or \$15 per day. 180 miles per day are included in your reservation. Excess miles are billed at \$0.30 per mile.

Additional Fees

There are times where you may incur an additional fee from us, here they are:

DESCRIPTION	AMOUNT OF FEE/FINE
Insurance Deductible	\$1,000
Replacement Key Fob	\$20
Late return	\$1 per minute (after 5 min grace period)
Late return that bumps another Member	\$50
Low Fuel (below ¼ tank)	\$20
Car returned to wrong location	\$50
Smoking/Pet Hair	\$250
Losing the Keys/Fuel Card	\$200
Administrative Fee	\$50
NSF	\$25
Allowing a non-Member to drive the car	\$250
Impound Fees	\$250
Taking the car w/o a reservation	\$50 + cost of inconvenience to Member with the reservation (1 st occurrence)
	\$100 + cost of inconvenience to Member with reservation (2 nd occurrence)
	\$100 + cost of inconvenience to Member AND immediate termination of membership! (3 rd

	occurrence)
Leaving the car unlocked by not swiping out	\$100
Damages caused by Prohibited Uses or in breach of Membership Manual	Member shall be responsible for any and all costs incurred and is specifically excluded from insurance coverage (whether DWD election was made or not)

Credits will be provided in the form of a credit on your billing statement which may be used towards a future reservation, as applicable.

There are times when we may owe YOU a credit, here are those instances:

DESCRIPTION	AMOUNT OF CREDIT
Car you reserved is not there, you have called Member Care, and another Member will not be back in time for your reservation.	Cost of reservation + \$10. We will also provide you with an alternate mode of transportation (i.e. taxi)
Car you reserved is not there, you have called Member Care, and the Member is on their way	\$1 per minute you wait for the car to return up to 15 minutes or \$15
Car you reserved is not there and you DO NOT want to take a taxi	Cost of reservation + \$25
The car interior is dirty	1 hr free rental on future reservation

Member Responsibilities

Parking Tickets/Moving Violations

LAXCarshare is committed to safety and NEVER encourages a Member to speed or drive unsafely to ensure the car is returned on time. Nor, do we encourage you to use your cell phone while driving. But, in the event that you DO, and you receive a ticket, OF ANY KIND....IT IS YOURS AND YOU ARE RESPONSIBLE FOR PAYING IT IN A TIMELY MANNER (THAT MEANS WHEN YOU GET IT, PAY IT!!) In the event you DO NOT pay the ticket, your credit card on file will be charged the amount of the ticket and the administrative fee of \$50 to handle the processing. Please save your money by paying your tickets on time.

TELL US

Of course no one likes to be told on, but if you arrive at the car for your reservation and there is damage to the car, REPORT IT! If you start the car and the gas tank is empty, REPORT IT! If the car has the smell of cigarettes, REPORT IT!!!! If you don't report the occurrence, and the next Member does, YOU may share the cost of someone else's mistake. PLEASE NOTIFY the 24/7 Call Center IMMEDIATELY if you encounter any problems before, during and after your reservation. We have a Support Ticket System as well as 24/7 Call Center to help assist you.

Billing

The Member's credit/debit card on file will be assessed for all reservations, fees, etc. Members are billed for their reservation usage AT THE TIME the reservation is made. The billing system charges an estimated cost of your reservation the time it is made, however, if the Member incurs additional usage charges, this amount PLUS mileage fees, will be billed the day the reservation is over and the Member swipes out. You must have a current debit/credit card on file to maintain membership privileges.

Members who do not elect to take the Damage Waiver Deductible at the time of the reservation, and becomes involved in an accident during the reservation, shall be responsible for payment of insurance deductible of \$1,000.00 which shall be billed to the credit/debit card on file. Your membership privileges shall be suspended and you will not be able to make a reservation until the deductible is paid in full.

If a Member is driving a LAXCarShare car and receives a DUI, the Member's membership will be terminated immediately.

Cancellations, Suspensions & Terminations

Members have the right to cancel their membership at any time. LAXCarShare reserves the right to terminate memberships for: fraud, misrepresentation of age, driving under the influence and using the vehicle to commit a felonious crime, gas card abuse, any Prohibited Uses of a vehicle, and/or any breach of the terms and conditions of this membership manual . LAXCarShare also reserves the right to suspend memberships based on suspension/revocation of a valid driver's license, failure to bring their account in good financial standing, failure to pay the deductible for damage to the vehicle and/or violating the terms and conditions of membership. LAXCarShare may also terminate membership for members who allow non-Members to drive the LAXCarShare car at ANY time.

Terms & Conditions

Applying to LAXCarShare is the initial step towards becoming a Member and you are not eligible to drive a LAXCarShare car until you have been approved as a Member, regardless of whether you are part of a joint or business account. As a Member you are bound by the following Terms and Conditions:

I understand that LAXCarShare is authorized to check my driving record and that this application will be used to determine acceptance of membership.

I understand that if I make representation that I am at least 21 years of age and I am found to have misrepresented my age, I will be automatically disqualified from use of LAXCarShare membership and will be excluded from insurance coverage. Upon discovery of such information, LAXCarShare will terminate my membership immediately.

I understand that if I am between the ages of 18-20, I am only allowed to use designated vehicles.

I understand the vehicle is to be returned to the location it was picked up from at the end of each reservation. Should I be late, I must notify LAXCarShare by calling the Call Center at 877-5-LAXCAR and pressing option 1.

I understand that if outstanding fees and charges are not paid by their due date, my membership will be unable to perform reservations until the balance is paid in full.

I understand that if my account is not paid in full within 60 days, membership is immediately terminated and placed for collections.

I understand I am the only person authorized to drive the LAXCarShare car during the duration of each reservation I schedule. Should I be found to have allowed a non LAXCarShare Member to drive the car, my membership will be immediately cancelled.

I understand that should I become involved in an accident involving the car, I am responsible for paying the full \$1,000 deductible.

I understand I have the option to opt out of paying the \$1,000 deductible by accepting the Damage Waiver Deductible for each reservation made.

I understand that I am not covered by LAXCarShare insurance coverage, whether I opted for DWD or not, if I am involved in an accident while engaging in a Prohibited Use of a car or am in breach of these Terms and Conditions and the Membership Manual and that any and all expenses, costs, damages incurred shall be my full responsibility.

I understand that if funds are not able to be collected at the time of accidents and/or administrative processing of toll violations, Member will be charge a \$25 NSF fee, per occurrence.

I understand that failure to pay for toll violations, which have to be paid by LAXCarShare; the Member who committed the violation will have an administrative fee of \$50 added to their account.

I understand I am ONLY authorized to use the LAXCarShare car with a VALID RESERVATION. If a Member uses the LAXCarshare car on more than three (3) occurrences without a reservation their membership privileges will be immediately terminated.

I understand that I am ONLY authorized to use the LAXCarShare car during my scheduled reservation and the car must be returned at the time the reservation is OVER.

I understand that if I need to EXTEND the reservation, I must contact the 24/7 Call Center, press option 1, and report that I will be late. Failure to do so will result in additional fees to be charged to the Members debit/credit card on file.

I understand it is my responsibility to update all personal information including address change and/or updated billing information.

I understand that I am assuming responsibility for any loss, damages, fees, or expenses, etc. caused by my Prohibited Use of a car or a breach of these Terms and Conditions and the Membership Manual.

I agree to be bound by these Terms and Conditions and the Membership Manual and understand that failure to disclose any changes to my driving record and not reporting accidents may cause the temporary suspension and/or cancellation of my Membership, based on the discretions of LAXCarShare staff.

Miscellaneous:

This Membership Manual is a legal agreement between LAXCarshare and Member.

Where any part of this Agreement is held to be illegal, prohibited or invalid by law, such part shall be severed from the remainder of the Agreement which shall remain in full force and effect.

Any notice to be sent to Member by LAXCarShare shall be effectively sent if posted to the last known address of Member.

All disputes, controversies or differences arising out of or in connection with this Agreement shall be submitted to for resolution by mediation in accordance with the JAMS procedure. The parties agree to participate in the mediation in good faith and undertake to abide by the terms of any settlement reached.

LAXCarShare reserves the right to vary, supplement or amend the terms in this Terms and Conditions at any time, and any such variation, supplements or amendments shall be deemed part of the terms and conditions here and LAXCarShare and Member shall be bound by the same.

A person who is not party to this Agreement shall have no right under this Agreement to enforce any of its terms.

This Agreement shall be governed by and construed in accordance with the laws of State of California.

Need more information???

You may visit www.LAXCarShare.com, email us MemberCare@LAXCarShare.com or call our office @ 877-5-LAXCAR