

## **Zero Emission Vehicle Cooperative (ZEV co-op) General Terms and Conditions of Use**

These General Terms and Conditions of Use (the “Agreement”) are a contract between the individual whose name appears in the signature block below (the “Participant”, “you”, or “your”) and Zero Emission Vehicle Cooperative, its business partners, and its affiliates (collectively, “ZEV co-op,” “we”, “our”, or “us”). The terms and conditions provided in this Agreement apply to your use of vehicles in the ZEV co-op carsharing program (the “Vehicles”) and any other services, applications, or features offered by ZEV co-op (collectively, the “Program”), including your membership in ZEV co-op (your “Membership”), if applicable. This Agreement includes the section below entitled “**WAIVER OF RIGHT TO SUE AND ZEV CO-OP LIABILITY/LIMITATION ON LIABILITY**”, as well as the ZEV co-op Carshare Handbook and the Rate Sheet, all of which are incorporated herein by reference. From time to time, we may update this Agreement, including the ZEV co-op Carshare Handbook and the Rate Sheet, and you will be bound by any such updated terms when they are posted on the ZEV co-op website.

**PLEASE READ THIS AGREEMENT CAREFULLY BEFORE USING THE PROGRAM, ESPECIALLY BECAUSE IT CONTAINS IMPORTANT INFORMATION, INCLUDING TERMS THAT MAY AFFECT YOUR LEGAL RIGHTS, SUCH AS WAIVING YOUR RIGHT TO SUE. YOUR USE OF ANY VEHICLES SIGNIFIES ACCEPTANCE OF THIS AGREEMENT AND ANY AMENDMENTS THERETO.**

By applying to use any Program services and/or to obtain a Membership, you expressly acknowledge that you have had an opportunity to review this Agreement and all other documents incorporated by reference in full and to consult advisors (including your attorney) as you may determine appropriate, and you agree to be bound by the terms of this Agreement. If ZEV co-op accepts your application, the terms of this Agreement immediately constitute a binding contract. You acknowledge that you have received and read a copy of the ZEV co-op Carshare Handbook and agree to observe and be bound by it, including any amendments to it. You confirm that you have not relied on any advice, information, representation, assertion, guarantee, or warranty provided to you by ZEV co-op, or any collateral contract or other assurance, except those expressly set out in this Agreement.

You further affirm that a representative of ZEV co-op has provided an orientation explaining this Agreement.

### **Eligibility**

In order to qualify for initial and continuing participation in the Program, you understand and agree that ZEV co-op, the Program, its insurers and agents, or any other third party who needs access to your driving history in order to facilitate your participation in the Program, may check your driving history. You agree to provide ZEV co-op, its insurers, agents, or any other third party any authorizations or information necessary to enable them to access your driving record. ZEV co-op, its insurers, and agents, regardless of whether your application is approved, will retain the information solicited for the Program in connection with the approval process. Approval of your use of Vehicles is entirely within the discretion of ZEV co-op and approval can be withheld or revoked, and this Agreement terminated, at any time and for any lawful reason. You warrant that you have held a valid Washington State driver license or a valid driver license from another state with a driving history of at least two (2) consecutive years. You further warrant that you will notify ZEV co-op immediately in the event your license is revoked, suspended, or expired. In the event that you fail to report such revocation, suspension, or expiration of your driver license, ZEV co-op has the right to immediately terminate, upon written notice, this Agreement and all documents incorporated by reference herein.

Your eligibility to participate in the Program will be conditioned on:

- Your age. Participants shall be between 21 and 79 years of age, unless otherwise exempted by any supplements to this Agreement.
- The number and type of moving and non-moving violation citations you have received and the number and type of automobile accidents in which you have been involved during the past three (3) years.
- Absence of any moving violations related to driving under the influence (“DUI”) within the past four (4) years. Any DUI conviction during this time period precludes a Participant from participating in the Program.
- Absence of any major moving violations within the past four (4) years. Any major moving violations during this time period precludes a Participant from participating in the Program.

You agree to disclose, in writing, any accidents, moving or non-moving violation citations, or moving violations related to DUI that occur during the term of Program participation, whether or not they occur while you are driving a ZEV co-op Vehicle. If it is found that you have been involved in such violations, ZEV co-op has the right to terminate your participation or application. Any moving violation related to DUI occurring during the term of your participation will result in the immediate termination of participation in the Program.

## **Payment**

You agree and understand that ZEV co-op will check your driving records and charge you a one-time \$25 fee to determine your eligibility. You acknowledge that this one-time registration fee will not be reimbursed, even in the event that you are not accepted into the Program.

In consideration for your participation in the Program, you agree to pay ZEV co-op the monthly access fee and usage rates as listed on the Rate Sheet and acknowledge that these charges can be amended by ZEV co-op from time to time with or without notice and agree to be bound by any amendments to the Rate Sheet. ZEV co-op will make reasonable attempts to inform Participants of any pending changes to these rates by posting the revised Rate Sheet on the ZEV co-op website.

You hereby authorize ZEV co-op to electronically deduct all usage charges that you incur at the time of reservation using the designated credit or debit card, as well as any applicable Membership fees, access fees, toll or similar charges incurred while you are using a Vehicle, and other fees and penalties. All payments made by you are final and non-refundable, unless otherwise determined by ZEV co-op. ZEV co-op will provide you with an electronic receipt for each such transaction.

**Also, if you do not participate in the Deductible Pool, as defined in the ZEV co-op Individual Membership Agreement or Group Membership Agreement (if applicable), you are solely responsible for the insurance deductible of up to \$500 for damages in cases in which the insurance adjustment process has determined that you are wholly or partially responsible. In any case in which your driving was negligent, careless, reckless, or illegal, ZEV co-op may require you to pay higher deductible amounts and other costs arising out of your driving, regardless of whether you participate in the Deductible Pool. You are also solely responsible for all damages not covered by insurance. You hereby authorize ZEV co-op to charge the card that you have placed on file with the Program for all of the costs described in this paragraph.**

You agree that ZEV co-op may assess you for any outstanding fees and/or charges that you incur, using your card on file, during the term of this Agreement and for up to 60 days following expiration or termination of this Agreement by either party. If there are late payments or insufficient funds to pay any amounts you owe, you are responsible for payment of fines as described in this Agreement or Program documents. ZEV co-op has the right to pursue legal action against you for any unpaid charges, fines, fees, and any costs that we incur in recovering these amounts from you.

ZEV co-op has the right to restrict your access to Vehicles if any usage charges, as well as any applicable Membership fees, access fees, or toll or similar charges are not immediately paid when due.

### **Termination of your Participation by ZEV co-op**

ZEV co-op may immediately terminate this Agreement upon written notice to you, if:

- (1) Any moving violation related to DUI occurs during the term of your participation;
- (2) Any breach of this Agreement, and all documents incorporated by reference, including the ZEV co-op Carshare Handbook, occurs by you; or
- (3) You fail to immediately report any suspension, revocation, or expiration of your driver license.

ZEV co-op has the right to terminate your participation in the Program if any usage charges that you incur at the time of reservation, as well as any applicable Membership fees, access fees, toll or similar charges, or late fees incurred while you are participating in the Program are not resolved within 14 calendar days of ZEV co-op's notice to you.

### **Cancelation of Participation by You**

You may cancel your participation in the Program at any time and for any reason by providing written notice to ZEV co-op.

### **Use of Vehicles**

If your application is accepted, ZEV co-op will, subject to all the terms and conditions in this Agreement, provide you with access to Vehicles, and pay for Vehicle-related expenses such as tires, insurance (excluding the deductible), and repairs. ZEV co-op will insure the Vehicles under a comprehensive insurance policy, the details of which are available from the Program.

Under the terms of your Membership or other participation, you are the only person authorized to operate the Vehicles. In the case of Family Drivers and Group Drivers, each Participant must separately agree to this Agreement.

While using the Vehicles, you are responsible for their maintenance and safety. **You shall perform a visual inspection of the exterior and interior of the Vehicle prior to use and upon return of the Vehicle, and it is your responsibility to ensure the Vehicle is plugged in and charging at the conclusion of the rental. You must report any cosmetic, safety, and maintenance issues to ZEV co-op immediately through the ZEV co-op smartphone application.** ZEV co-op will endeavor to keep the Vehicles clean and well-maintained and will periodically inspect the Vehicles. However, ZEV co-op does not make any representations or warranties as to the fitness or condition of any Vehicle and is not responsible for defects that occur while a Participant is using a Vehicle.

You are responsible for ensuring the safe operation of any Vehicle that you drive. You shall disclose to ZEV co-op at the time of occurrence or as soon as reasonably possible any property damage, accidents, moving violation citations, or other citation (including parking tickets) arising out of your operation of a Vehicle. You acknowledge sole responsibility for any such citations and agree to pay any fines arising from those citations. You shall operate all Vehicles and accessories, as well as any of your equipment that you use in connection with operation of the Vehicles (including, without limitation, child seats, booster seats, etc.), strictly in accordance with the manufacturer's instructions, including those provided in the Vehicle's Owner's Manual, and in compliance with all applicable laws, regulations, ordinances, and other legal requirements.

You agree that Vehicles shall be used only in connection with legal activities. You agree to abide by the terms of any additional agreement made by you and ZEV co-op from time to time governing the use of a particular Vehicle (such as the ADA Vans).

You shall secure the Vehicle against theft, vandalism, or improper use by others, including closing all windows and moonroof, and ensuring all doors, windows, and the trunk are locked when you leave the Vehicle during a stop or at the end of your trip.

You shall return the Vehicle when due and in approximately the same condition of cleanliness as when first reserved. You acknowledge that ZEV co-op may assess fees and/or penalties in connection with your failure to abide by these terms of use, including any cleaning fees necessitated by your use of the vehicle.

**You accept responsibility for paying all costs, fines, and fees that ZEV co-op assesses or that you are otherwise responsible for as described in this Agreement, including the ZEV co-op Carshare Handbook and other documents incorporated by reference, as well as any applicable Individual Membership Agreement or Group Membership Agreement.**

ZEV CO-OP IS NOT RESPONSIBLE FOR ANY LOST, DAMAGED, OR STOLEN PERSONAL BELONGINGS LEFT IN OR ON A VEHICLE AT ANY TIME.

#### **Disclaimer of Warranties**

**THE PROGRAM AND THE VEHICLES ARE PROVIDED "AS-IS." TO THE MAXIMUM EXTENT PERMITTED BY LAW, ZEV CO-OP, ITS AFFILIATES, BUSINESS PARTNERS, CONTRACTORS, AND AGENTS MAKE NO REPRESENTATIONS OR WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY. ZEV CO-OP SPECIFICALLY DISCLAIMS ALL WARRANTIES, INCLUDING IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, AND NON-INFRINGEMENT, AND MAKES NO REPRESENTATION, WARRANTY, OR GUARANTEE, WITH RESPECT TO THE AVAILABILITY, PERFORMANCE, SAFETY, OR RELIABILITY OF THE VEHICLES, THE PROGRAM MOBILE APP, THE WEBSITE, OR ANY OTHER PROGRAM SERVICES, INCLUDING THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE. YOU AGREE THAT THE ENTIRE RISK ARISING OUT OF YOUR USE OF THE VEHICLES, THE PROGRAM MOBILE APP, THE WEBSITE, OR ANY OTHER PROGRAM SERVICE REMAINS SOLELY WITH YOU, TO THE MAXIMUM EXTENT PERMITTED UNDER APPLICABLE LAW.**

#### **Your Indemnification**

To the fullest extent permitted by law, you hereby agree to indemnify, defend, and hold harmless ZEV co-op, its affiliates, business partners, members, employees, contractors, Board of Directors, officers, agents, and volunteers (collectively, the "Indemnitees") from and against any and all

liabilities, actions, damages, demands, costs, and expenses (including reasonable attorneys' fees) asserted against one or more Indemnitees by a third party (collectively, the "Liabilities"), arising out of your use of a Vehicle or other Program services and/or your breach of this Agreement (or any documents incorporated by reference); including in each case any Liability related to personal injury, death, property damage, or other loss, except to the extent that any Liability arises out of the gross negligence or willful misconduct of a ZEV co-op Party.

**Other Terms**

This Agreement shall be governed by and construed in accordance with the laws of the State of Washington applicable to contracts made and performed in this state. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, and such provision is severed from this Agreement, the remaining provisions shall continue in full force and effect.

This Agreement, including the documents incorporated by reference, is intended by the parties as a final expression of their Agreement and a complete and exclusive statement of the terms thereof.

All provisions of this Agreement that by their terms require performance by one or both parties following expiration or termination of this Agreement shall survive such expiration or termination, including without limitation the Sections entitled "Disclaimer of Warranties", "Your Indemnification", "Other Terms", and **"WAIVER OF RIGHT TO SUE AND ZEV CO-OP LIABILITY/LIMITATION ON LIABILITY"**.

**Your signature below indicates your acceptance of the terms of this Agreement and the documents incorporated by reference, acknowledges that all information provided to ZEV Co-op in connection with your application is complete and correct, and authorizes ZEV co-op to investigate and check other information as ZEV co-op shall deem relevant to its evaluation of your application for your participation in the Program.**

\_\_\_\_\_  
Signature Line/Acceptance

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date

**WAIVER OF RIGHT TO SUE AND ZEV CO-OP LIABILITY/LIMITATION ON LIABILITY**

**YOU WAIVE AND DISCHARGE, ON BEHALF OF YOURSELF AND YOUR HEIRS AND NEXT OF KIN, ANY AND ALL RIGHTS YOU HAVE TO SUE OR MAKE CLAIMS AGAINST ZEV CO-OP, ITS AFFILIATES, BUSINESS PARTNERS, MEMBERS, EMPLOYEES, CONTRACTORS, BOARD OF DIRECTORS, OFFICERS, AGENTS, AND VOLUNTEERS (COLLECTIVELY, THE "ZEV CO-OP PARTIES") FOR ANY AND ALL CLAIMS, DEMANDS, DAMAGES, OR LOSSES ON ACCOUNT OF INJURY OR LOSS, INCLUDING DEATH, BODILY INJURY, OR DAMAGE TO PROPERTY, AND WHETHER DUE TO NEGLIGENCE OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) THE CONDITION OR FITNESS OF A VEHICLE, INCLUDING ANY MALFUNCTION OR DEFICIENCY, (2) VEHICLE WARRANTY ISSUES (E.G., ANY BREACH OF WARRANTY OR OTHER OBLIGATION BY ANY MANUFACTURER OR OTHER THIRD PARTY ASSOCIATED WITH THE VEHICLE), (3) VEHICLE AVAILABILITY (E.G., A VEHICLE NOT BEING AVAILABLE OR RETURNED WHEN IT WAS SUPPOSED TO BE), (4) ANY BREACH OF CONTRACT, (5) ANY TORT, INCLUDING NEGLIGENCE, OR (6) ANY ACTION OR INACTION OF A ZEV CO-OP PARTY. NOTWITHSTANDING THE FOREGOING, THIS WAIVER OF LIABILITY SHALL NOT APPLY IN THE CASE OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF A ZEV CO-OP PARTY.**

**YOU AGREE THAT NO ZEV CO-OP PARTY WILL BE LIABLE FOR ANY LOSS OF USE, REVENUE, OR PROFIT, OR INCIDENTAL, INDIRECT, SPECIAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING LOST PROFITS, DATA, OR GOODWILL, SERVICE INTERRUPTION, OR THE COST OF SUBSTITUTE SERVICES), WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY, OR ANY OTHER LEGAL THEORY, EVEN IF THEY WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THE FOLLOWING: (1) THE PROGRAM, (2) INABILITY TO USE THE PROGRAM OR A VEHICLE, OR (3) THIS AGREEMENT AND ALL DOCUMENTS INCORPORATED HEREIN BY REFERENCE.**

**EXCEPT FOR OUR OBLIGATIONS UNDER THIS AGREEMENT TO PAY AMOUNTS TO APPLICABLE PARTICIPANTS, INCLUDING UNDER AN APPLICABLE INSURANCE POLICY, IN NO EVENT WILL THE ZEV CO-OP PARTIES' AGGREGATE LIABILITY ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR YOUR PARTICIPATION IN THE PROGRAM, EXCEED THE GREATER OF (1) THE AMOUNTS YOU HAVE PAID OR OWE FOR PARTICIPATION IN THE PROGRAM IN THE TWELVE (12)-MONTH PERIOD PRIOR TO THE EVENT GIVING RISE TO THE ZEV CO-OP PARTIES' LIABILITY, OR (2) FIVE HUNDRED DOLLARS (US\$ 500).**

**THE ABOVE WAIVER AND LIMITATIONS OF LIABILITY PROVISIONS ARE FUNDAMENTAL ELEMENTS OF THE BASIS OF THE BARGAIN BETWEEN ZEV CO-OP AND YOU. THEY SHALL APPLY TO THE EXTENT PERMITTED BY APPLICABLE LAW, AND ANY ASPECTS OF THEM THAT ARE DEEMED VOID OR UNENFORCEABLE SHALL BE SEVERED WHILE LEAVING THE REMAINDER IN EFFECT.**

\_\_\_\_\_  
Signature Line/Acceptance

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Date