



# OPAL Green CarShare Member Policies Handbook

## Contact Information

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## Welcome to OPAL Green CarShare!

Island Rides has initiated a Green CarShare Project for the OPAL Land Trust neighborhoods on Orcas Island. The project encourages OPAL homeowners and renters to reduce carbon emissions and provides access to electric vehicle use. The CarShare project has been made possible through a grant from the Washington Department of Transportation Zero-Emissions Access Program (ZAP). Thank you for joining! Your membership will go a long way toward improving our environment and transportation flexibility for our community.

This Member Policies Handbook covers everything you need to know about using OPAL Green CarShare, including your responsibilities as a member, our policies, and fees. Please read it carefully and be in touch with us with any questions.

The Member Policies Handbook is the document all members agree to when signing up.

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## 1. Eligibility

### A. Criteria

The following criteria must be met to qualify as a member of the OPAL Green CarShare (CarShare) Project. To apply for membership, you must provide proof of the following:

- Valid WA state driver's license
- 21 years of age or older
- Personal car insurance with a minimum of \$300,000 liability per occurrence
- No at-fault accidents on record within three years of application to join CarShare
- Be a current OPAL owner or renter in good standing with OPAL Land Trust
- Smart Phone – later in the program members without Smart Phones will be able to join

### B. Authorized Drivers

Only those who meet the Eligibility Criteria are authorized to drive the vehicle.

Eligible drivers cannot lend a CarShare vehicle to anyone. The CarShare member who reserves the vehicle remains fully responsible throughout the reservation.

The CarShare Project reserves the right to add or change Eligibility Criteria. Members shall be informed of changes in a timely manner and the full force of the CarShare agreements shall remain in effect.

## 2. Insurance & Damage

### A. Insurance

- Member must provide proof of personal car insurance with a minimum of \$300,000 liability per occurrence.
- As owner of the car, Island Rides – Orcas must carry car insurance of at least a \$1,000,000 liability per occurrence.
- Members are responsible for any out of pocket expenses that occur due to at-fault accidents provided the insurance does not cover the costs.

Our insurance provider may request that we check each member's driving record from time to time. Any member who does not meet CarShare's eligibility requirements will have their membership automatically terminated.

AAA membership cards are located in the glove compartment although each member is encouraged to have their own coverage as well.

### B. Reporting and Responsibility for Damage

Before you begin and end each trip, please be sure to check the vehicle inside and out for dents,

scrapes, and other damages. If you notice any damage, please refer to the Damage Sheet stored in the glove box - all previously reported damage should be marked on the Damage Sheet, indicating that the CarShare is already aware of it. Prior to leaving the vehicle, please record any new or unreported damage (i.e. damage not already marked on the Damage Sheet). If you fail to report damage to a vehicle, you may be held responsible and/or fined. For non-urgent vehicle issues, such as cleanliness, odors, low charge levels, and missing items, please contact our office as soon as possible during or after your reservation. You may leave a voicemail at our office or send an email to report non-emergency problems with the car. Please always remember to provide your full name, which car you are calling about and a detailed description of the problem you are reporting. Contact information will be in the car's glove compartment.

### 3. Treatment & Operation of Vehicles

#### A. Vehicle Care

As a CarShare member, you agree to treat CarShare vehicles with respect and care. Our CarShare depends on mutual trust and care of a shared resource. Any misuse of CarShare vehicles will be grounds for fines, suspension, or termination of your membership.

Generally speaking:

- Operate the vehicle according to the operator's manual located in the vehicle's glove box, and according to the policies set forth in this booklet.
- Pets may only be transported in proper pet carriers. Please review the section on Transporting Pets for details.
- Smoking/vaping etc. is prohibited in CarShare vehicles.
- Please remove your belongings and all trash from the vehicles.

#### B. Misuse of Vehicles

CarShare members may not, under any circumstances use CarShare vehicles under the following conditions. Members who misuse any CarShare vehicle may have their membership terminated, be assessed appropriate fees, and will be responsible for paying the full costs of any damage or losses at their own expense. Below is a list of some actions that are strictly forbidden:

- Allowing someone who is not an approved CarShare member to drive the car.
- Using a CarShare vehicle for any illegal purpose
- Driving while under the influence of any intoxicating substance
- Driving in any race, test, or competition
- Driving in a careless or negligent manner
- Carrying persons or property for hire (i.e. taxi or parcel delivery service).
- Using a CarShare vehicle if it has been obtained from CarShare by fraud or misrepresentation.

- Using a CarShare vehicle for off-road driving (i.e. vehicles may only be driven on maintained roads, lanes or driveways).
- Using the CarShare vehicles for Commercial Use.
- Loading a vehicle beyond its rated capacity or with more passengers than the vehicle has seat belts for.
- Taking the CarShare outside the continental United States.
- Towing or pushing anything, unless pre-approved and according to manufacturers instructions.
- Using a CarShare vehicle without a reservation or outside your reservation time.
- Operating a CarShare vehicle without a valid driver's license or insurance. It is your responsibility to inform the CarShare Project immediately when your driver's license has expired or has been suspended.

We take the above violations extremely seriously. If you use a CarShare vehicle in any of the above unauthorized manners:

- You will be subjected to fines and other applicable fees.
- You will waive your right to CarShare insurance and be held personally responsible for the cost of any damages or loss arising from your misuse.
- We reserve the right to notify law enforcement if we believe a vehicle has been taken without a reservation or by a non-member as a stolen vehicle.
- You release and discharge CarShare from, and indemnify, defend and hold CarShare harmless against any liability arising from your actions.

### C. Maintenance schedule

On a regular basis, and as recommended by the vehicle manufacturer, time periods may be blocked out and vehicles unavailable to be reserviced when the cars require regular vehicle maintenance.

### D. Expectations

Keep to the rule LNT – “Leave No Trace.” Please be mindful this is a shared resource, be sure to check the vehicle both prior to use, and after.

### E. Charging the vehicle

It is your responsibility to make sure that the EV is properly plugged in and charging after you have returned the car, and ensure it is appropriately charged for the duration of your reservation.

## F. Lost & Found

CarShare is not responsible for any personal belongings left in or on top of the vehicles. If items are found in a car, they may be held for up to thirty days by the CarShare Administrator. You may contact the CarShare Administrator to inquire.

CarShare is not responsible for any loss of, or damage to, any items in or on the vehicle.

## G. Transporting pets

If you transport a pet, it must be noted on your reservation. All animals must be in carriers, no matter their size. CarShare reserves the right to deny pet transport. Failing to use a carrier, and/or leaving pet evidence (e.g. fur, paw prints, nose smudges) will result in fees and possible termination of membership. As with other damages, please record your findings as per the agreement.

## H. Add-on features

The Carshare Project may purchase add-on features, such as a garbage can hauling attachment, trailer, bicycle or roof racks. Add-ons will be at the Carshare Project discretion.

# 4. Membership & Billing

## A. Membership Options

Contact the CarShare Project for most up to date membership, billing and financial penalties. There is no cost to participate in the CarShare Project during the first year of operation (except for penalties and damages); this policy is subject to change and members will be notified in advance.

## B. Billing

Billing will occur monthly or at the time of the event, if any of the occurrences listed in Appendix A transpire.

## C. Violations & Tolls

Drivers are responsible for paying all fees and tolls associated with their specific use. If you know you have driven through a toll, we request you notify the CarShare Project so we can add it to your account. If the CarShare Project receives notice of a toll and you have not told us you went through a toll, we will refer back to the reservation schedule and will charge you for the toll and have the right to charge an additional fee.

Traffic Tickets. If you get a traffic or parking ticket while using a CarShare vehicle, it is your responsibility to pay it promptly. If we receive notice that a parking ticket has not been paid, we will pay it and will charge your credit card, along with a processing fee.

## 5. Scheduling/Using OPAL Green Carshare

To apply for membership in the OPAL Green CarShare Project, use your smart phone to download the app [OPAL Green CarShare on the App Store \(apple.com\)](#) or [OPAL Green CarShare - Apps on Google Play](#) and follow the instructions. For further instructions go to [islandrides.org/carshare-registration.pdf](http://islandrides.org/carshare-registration.pdf). If you do not have a smart phone, please contact the OPAL Green CarShare Project at [greencarshare-support@islandrides.org](mailto:greencarshare-support@islandrides.org) or 360-468-5260 and we will take your name and contact you when the CarShare Project is able to support those without smart phones.

### A. Vehicle Specific Notes: Chevy BOLT EV and Chevy Bolt EUV.

The Bolt EV is a hatchback, while the Bolt EUV is a crossover SUV.

Link to vehicle reference videos: [Chevrolet - YouTube](#)

### B. Making a reservation

There are two CarShare vehicles – a Chevy Bolt EV and a Chevy Bot EUV. Members must make a reservation in order to use a CarShare vehicle. Members may make reservations online, via the CarShare app. Reservations can be as short as 30 minutes or as long as 5 hours. An individual member is prohibited from scheduling more than one reservation for a single period of time.

### C. Cancelling a reservation

You may cancel a reservation before it starts or shorten a reservation that has already begun. Members must cancel a reserved time 4 or more hours in advance. If the Member cancels a reservation less than 4 hours in advance before the scheduled start time, you will be billed per the Fee Schedule in Appendix A.

### D. Accessing the Car

Use the Green CarShare smartphone app to unlock the vehicle's door when you have a reservation. The smartphone app also enables the ignition so the vehicle will start. Using the smartphone app, select the reservation that you are ready to access, and press and hold the green **Start Reservation** button. This action will unlock the car. To use your access card, hold it up to the reader, located on the driver's side windshield (the reader is the gray square box with red, yellow, and green lights). After a few seconds, the driver's side door will unlock.

### E. Starting the Car

Open the glove compartment to find the key, and remove the key and start the car with the push-button start. Be sure to take the key with you and use it to lock and unlock the vehicle throughout your trip. Do NOT use your access card or the Green CarShare app during your reservation.

## F. Charging

The CarShare Project charging stations at Reddick Apartments and April's Grove are level 2 chargers. It can take up to 10 hours for the vehicle to reach an 80% charge on a Level 2 Charger. It is essential to plug the vehicle in immediately after use.

## G. Running Late

If you are running late go to the app and schedule additional time. If you're unable to extend your reservation because someone else has a reservation immediately following yours, contact the next user and the CarShare Project immediately.

If you are late, you may be charged late fees and for your additional time with the vehicle, as well as costs incurred to accommodate the other member(s) inconvenience. Please keep in mind that continuous or excessive lateness affects the reliability of our service and may result in the termination of your membership.

## H. Returning the vehicle to the CarShare Project location (charge up)

At the end of the reservation, the vehicle must be returned to the designated Carshare location located at OPAL Reddick Apartments or April's Grove.

- Return the vehicle key back into the glove compartment as you originally found it.
- Make sure headlights and interior lights are turned off.
- Please remove trash, wipe up spills, and check for your personal items. CarShare is not responsible for items left in the vehicle. Remember, you may be charged a fee for leaving a vehicle excessively messy.
- If there is damage, note it on the paper in the glovebox and promptly (within 24 hours) notify the Carshare Project office.
- Plug in before ending your trip!
- Contact us immediately if you can't end your reservation or start charging. This constitutes an emergency, so please don't hesitate to call the 360-468-5260 if after regular business hours.

## I. Locking the vehicle/finishing your trip

After you've turned the car off, returned the key to the glove compartment, turned the car off and stepped out of the vehicle, hold your access card up to the reader or use the mobile app to lock the car. This will disable the vehicle's ignition and officially end your trip.



## 6. Vehicle Tracking Notice and Release

CarShare vehicles are equipped with a Global Positioning System and related hardware that allows CarShare to track a vehicle's location and monitor other essential functions, such as battery level, lock status, and ignition status. You authorize OPAL Green CarShare to use this data to facilitate operations for our members. CarShare agrees to keep this telematic and location data confidential and to not share it with any third parties except in the instance of a specific request from law enforcement.

## 7. Payments

If our attempt to collect payment fails at any time for any reason, you will receive an email notification that you need to provide a valid card and resubmit your payment promptly. Each time a payment fails, CarShare reserves the right to charge a bounced payment fee (see Fees & Penalties Schedule). If you have an outstanding balance, CarShare may attempt to collect payment from the card on file at any time. If CarShare is ever unable to collect payment for the full amount owed to date because your payment card is declined or expired, CarShare reserves the right to immediately suspend your account and all reservation and driving privileges without further notice.

Accounts with outstanding balances are subject to our collections process, including additional attempts to collect via card on file, referral to a collections agency, or if necessary, filing a suit with Small Claims Court. You will be responsible for all costs associated with the collection process, including interest, legal fees, and administrative charges.

## 8. Terminating Your Membership

### A. Ending Your Membership

If you'd like to end your membership, please contact us at 360-468-5260 or [greencarshare-support@islandrides.org](mailto:greenarshare-support@islandrides.org). You will need to return your access card to us in person if you have one. Please include a note indicating your reasons for leaving, your forwarding address, and any comments you'd like to share regarding our service. Please return your access card within 30 days of letting us know you'd like to quit. There is a \$5 fee for not returning your access card within that time frame.

### B. Revocation or Suspension of Membership

Subject to all its other rights and recourses, OPAL Green CarShare may, at any time, cancel an individual's Membership if the Member fails to pay any sum due as outlined in the Member Policies Handbook.

Subject to all its other rights and recourses, OPAL Green CarShare may, at any time, without further notice or official notification and by simple notification, cancel an individual's Membership

if the Member does not comply with any terms or conditions specified in the Member Policies Handbook or, if the Member's actions, state of health, or driving record, are counter to OPAL Green Carshare's interests. In case of cancellation, the Member agrees to immediately return any article belonging to the OPAL Green Carshare Project that they might have in their possession. Moreover, the Member agrees to pay any collection fees, if any, necessary to recover any amounts due under this Contract or the Rules and Regulations.

### C. Cancellation of this Agreement

The Agreement shall be automatically and immediately cancelled, without notice, on the death of the Member, or within five (5) days' notice by letter, email, phone call, or phone message from OPAL Green CarShare to the member if the member is not paying their debts as such debts generally become due, or if the member is convicted of a driving-related offense.

## 9. Emergencies

In case of vehicle accident or medical emergency, call 911. As noted in the damages section, be sure to contact the Carshare Project promptly following a vehicle accident.

Please call 360-468-5260 in the event of an emergency. The following situations are considered emergencies:

- You show up for a reservation and the car you've reserved isn't there.
- The car won't start or is badly damaged.
- You're running late and you can't extend your reservation because someone else has reserved the car after you.
- You're unable to lock the car with the app or your access card.
- You've lost the car keys.
- You can't get the electric vehicle to charge.
- You're locked out of the car.
- A non-CarShare vehicle is parked in the parking space when you need to return the car.
- You've been in an accident or damaged the vehicle.
- For non-emergency inquiries and comments (e.g. questions about your bill, general questions), please email [greencarshare-support@islandrides.org](mailto:greencarshare-support@islandrides.org) or call and leave a message at 360-468-5260.

## 10. Appendix A – Fees and Penalties

<b>Standard Fee Schedule :</b>	
Late Return	\$1/ minute + additional charges if you displace another member
Reservation Cancellations & Adjustments	If you cancel or shorten with less than 4 hours notice, you will be charged \$25
Non- Emergency Call to the Emergency Line	\$5 per call
EV Left unplugged or not charging	\$25
Failed to notify staff of need to Pay Ticket, Toll, or Moving Violation	\$15 per incident + cost of ticket, toll, or violation
Failed to pay Ticket, Toll or Moving Violation within 30 days of receipt	\$25
Staff Time Due to Member Negligence	\$25 per half hour + costs incurred
Left Vehicle Messy	\$25 + costs incurred
Left Lights On, doors unlocked, or Windows Open	\$25 + costs incurred
Failure to Inspect Vehicle and/ or Report Damage	\$25
Bounced Payment	\$10
Member Displacement Fee	\$25 minimum
Key Lost During Member's Reservation	\$50 + costs incurred (will include cost of replacing the key)
Failed to Return Car to Designated Charging Area	\$50 + costs incurred
Drove Without a Reservation	\$50 + usage + costs incurred
Unsecured Vehicle	\$25 + costs incurred
Vehicle Left Running	\$150 + costs incurred
Smoked in Vehicle or Failed to Report Evidence of Smoking*	\$250 + costs incurred
Transported Pet without a Carrier, or Pet Mess*	\$250 + costs incurred
Abandoned Vehicle more the 1/4 mile from home location*	\$250 + costs incurred
<b>Fees for Serious Infractions Resulting in Automatic Termination of Membership :</b>	
Tampered with On Board Equipment*	\$250 + costs incurred
Allowed a Non-CarShare Member (or authorized driver) to Drive*	\$500 + costs incurred
Infractions as earlier defined in the CarShare Policies Handbook*	\$500 + costs incurred

## 11. Appendix B – Membership Agreement

By signing this agreement, you are accepting the conditions set forth in the OPAL Green CarShare Member Policies Handbook.

1. You agree to pay OPAL Green CarShare any penalties as set out in this Agreement.
2. OPAL Green CarShare reserves the right to cancel a member's contract in addition to levying the aforementioned penalties if such member fails to comply with any of the terms and conditions in the Agreement.
3. OPAL Green CarShare reserves the right to amend the terms and conditions of the Fee Schedule from time to time as it sees fit or necessary, without prior notice. A current Member Policy Handbook is available online at <https://islandrides.org/carshare-member-policies>.
4. Every Member must possess a valid Washington State driver's license. If a new license must be obtained to meet this obligation, the new license information must be submitted promptly to our office.

5. The Fees and Penalties schedule outlines the possible fees and penalties members may be responsible for if they violate our policies. All fees will appear on your invoice. Serious infractions are those denoted by an asterisk below (\*). For all serious infractions, you agree to waive all OPAL Green CarShare insurance and accept sole responsibility for any and all associated damage and liability loss. Your membership is subject to immediate termination.

By signing below, you (the Member) represent that the information in your OPAL Green CarShare Project application form is complete and correct in all respects, and you authorize OPAL Green CarShare (or its designees) to check such information including, without limitation, the undersigned's driving record. You further authorize OPAL Green CarShare to charge to the credit or debit card on the application form any fees, penalties, and other charges due hereunder. Finally, you agree and accept all of the terms contained in this Membership Handbook. By submitting your application online, you have already agreed to the terms of this handbook and you have already signed this document electronically.