

## **Cahoots Car Share Policy**

### **Applicability**

The Cahoots House Car Policy ("Policy") applies to all Cahoots ("Cahoots") Members and their Invitees who drive or ride in (such activity a "Use", such Invitee, the "User") a Cahoots-provided automobile (the "Car").

Capitalized terms not defined here shall have the meaning ascribed in the Cahoots Membership Agreement.

**Notwithstanding anything in this Policy to the contrary, Cahoots may prohibit any person from using the Car at any time for any reason or no reason.**

**Member shall indemnify, defend, and hold Cahoots and its agents, owners, members, or employees arising from any and all threatened or actual claims, suits, actions, liabilities, damages, costs, fees (including attorney's fees), and expenses arising from or relating to such Member Invitee's Use of the Vehicle, including without limitation, injuries to persons and property.**

### **A. Use of Vehicle**

The Car subject to this Policy may be driven only by Member Invitees for authorized business for the benefit of the Member to whom the Car is signed out;

Users MUST:

1. Have a valid driver's license which is not revoked or suspended in any state;
2. Be at least 21 years of age;
3. Comply with all Cahoots instructions regarding Car storage, parking, and recharging;
4. Obey all traffic laws during Use; or
5. Report any Car damage or problems immediately, e.g. cracks in windshield, error messages on screen, problems charging, etc.
6. Supply a current personal auto insurance declarations page that shows current coverage and a minimum of \$100,000 of Bodily Injury coverage.
7. Agree to only use the Car if their personal car is not available in the downtown area (meaning they commuted by other means to Cahoots that day).

Users MUST NOT:

1. Drive the Car more than fifty (50) miles away from Ann Arbor;
2. Book the Car for more than four hours at a time;
3. Book the car more than three times per week;
4. Use the Car for non-Member-related purposes;
  - a. Users MAY use the car for work related meetings, personal errands (like a doctors appt, post office trip), work related errands (like running to Staples), and life emergencies like picking up school aged children.
  - b. Non-Member related purposes include joy rides, mall/shopping trips, vacations, nights out, or showing off, etc.
  - c. Cahoots has final say on what is and is not an appropriate use of the Car.
5. Carry any passengers in the Car who are not there for Member-related purposes;
6. Modify the Car in any way;
7. Use or attach trailer hitches or tow or push a trailer or any other device, vehicle, or object;
8. Use of any mobile devices while driving;
9. Smoke in the Vehicle, subject to a non-exclusive remedy of a \$500 cleaning fee;

10. Use any intoxicants, drugs, or any other substance known to impair driving ability during or within a reasonable time before Car Use;
11. Use the Car in an abusive or reckless manner; or
12. Use the Car to carry persons or property for hire.

In case of accident:

1. User MUST contact Cahoots immediately.
2. User MUST Follow legal guidelines for exchanging information with other drivers and report the accident to local police if required.
3. User MUST NOT guarantee payment or accept responsibility without authorization

**B. Eligibility**

1. No Member or their Invitee may use the Car if the Member is not at the part time or dedicated desk level or above.
2. Member Invitees use the shared vehicle ONLY if they are members of Cahoots at the dedicated desk level and above ("Employees").
3. To be eligible to use the Vehicle, Member Employees must sign the Release, Waiver, and Indemnification Agreement, complete a form and submit a copy of their driver's license and auto insurance to Cahoots.

**C. Vehicle Accidents and Tickets**

1. Any citations, fines or charges issued against the User as a result of driving violations while operating the Car are strictly the Member's and/or User's responsibility. The User will be required to pay for his or her own penalties and obtain and pay for any legal defense in connection therewith.
2. Citations or accidents must be reported to Cahoots immediately.

**By signing this document, I acknowledge that I have read, understand, and agree to the policies and procedures of the Cahoots Car Share policy:**

Signature:

---

Name/Date:

---