

File No. 04-1000-20-2017-002

March 30, 2017

s.22(1)

Dear s.22(1)

Re: Request for Access to Records under the Freedom of Information and Protection of Privacy Act (the "Act")

I am responding to your request of December 28, 2016 for:

The most recent contracts between the City of Vancouver and each of the following car sharing companies:

1. Car2Go
2. Evo (BCAA)
3. Modo
4. Zipcar

All responsive records are attached. Some information in the records has been severed, (blacked out), under s.21(1) of the Act. You can read or download this section here: http://www.bclaws.ca/EPLibraries/bclaws_new/document/ID/freeside/96165_00

Under section 52 of the Act you may ask the Information & Privacy Commissioner to review any matter related to the City's response to your request. The Act allows you 30 business days from the date you receive this notice to request a review by writing to: Office of the Information & Privacy Commissioner, info@oipc.bc.ca or by phoning 250-387-5629.

If you request a review, please provide the Commissioner's office with: 1) the request number assigned to your request (#04-1000-20-2017-002); 2) a copy of this letter; 3) a copy of your original request for information sent to the City of Vancouver; and 4) detailed reasons or grounds on which you are seeking the review.

Please do not hesitate to contact the Freedom of Information Office at foi@vancouver.ca if you have any questions.

Yours truly,



Barbara J. Van Fraassen, BA
Director, Access to Information

Barbara.vanfraassen@vancouver.ca
453 W. 12th Avenue Vancouver BC V5Y 1V4
Phone: 604.873.7999
Fax: 604.873.7419

Encl.

:kt



CITY OF VANCOUVER
Real Estate Services

APPLICATION FOR RENT OF PARKING SPACE

Parking space located at: **CP#57 453 10TH AVE**

Spaces Rented: (4) in the South East Corner

Term shall commence the <15> day of <May>, <2011> at a rent of \$110 per month each plus taxes, payable in advance and thereafter on a month-to-month basis on the 1st day of each and every month during the tenancy. Interest on arrears will be charged at the rate of 3% above prime lending rate at the Main Branch of the Bank of Montreal in Vancouver, B.C.

Name of applicant: <car2go Canada Ltd>

Home Phone: <NA>

Home Address: <NA>

Work Phone: <778 238 6852>

Work Address: <45 Water Street, BC, V6B 1A1>

Car Make/Year: <Smart Fortwo 2010/2011>

Colour: <white with blue car2go decals>

License Plate No. <NA>

Driver's License No. <NA>

If confirmed by the City, THIS APPLICATION AND AGREEMENT IS RESTRICTED TO THE AUTOMOBILE MENTIONED ABOVE ONLY. In the event the parking space is occupied at any time, by any automobile other than the one mentioned above, without permission of the City, the agreement shall thenceforth become null and void. It is the responsibility of the renter to inform the City of any changes to the above.

All rentals commence on the first day of each calendar month. Parking may be permitted prior to commencement of the rental upon payment of a pro-rata portion of the rent for use of space. The automobiles parked in the stalls will be parked wholly at the risk of the respective owners. The automobile will be lawfully licensed and insured. The automobile will not be cleaned, repaired, maintained or serviced while situate upon the parking stalls.

I agree to give a full month's notice, in writing, of my desire to vacate said parking stall (or pay one months rent in lieu of notice). Such notice to be submitted on or before the last day of a rental month and terminate on the last day of the following rental month.

I will not assign or sublet without the written consent and approval of the City or its agents.

In the event of my vacating the said parking space or failing to observe, perform and keep the agreements and conditions herein contained, the rental shall, at the option of the City of Vancouver, thenceforth become null and void.

Dated at Vancouver, B.C., this <9th> day of <March>, <2011>.

Signature of Applicant/s

Signature of Witness

Schedule A - Lease Terms

THIS SECTION TO BE COMPLETED FOR NEW BUILDINGS ONLY

Contract Number: 11088

Business Entity: 9 Business Area: 9100 Building Number: 1047
 Name Of Building: CP#57 - Parking Valid From:
 Building Address: 455 W 10th Avenue City: Vancouver
 Postal code: V5T2A4 Lot: 14-Sep Block: 360A DLot: 526 Plan: 1277
 Assessment Roll: 000-654-170-27-0000 Parcel ID:
 Main Usage Type: Land and Building Length of Property: SF
 Unit Size: 4 Parking stalls Total Land Area: SF²

Usage Type: Commercial Name of RO:
 Rental Object: 2000/ 2 / 179 Cost Centre: 18320 Order:

Business Partner Category: Organization Customer Number: 401337
 Tenant Name: Car2go
 Contact Person: Sandra Phillips
 Mailing Address: 45 Water Street, Vancouver, BC V6B 1A1
 Phone Number: 778.238.6852 Mobile Number:
 Fax Number: Other Number:
 Email:

Contract Type: Tenant - Commercial Master Tenant: 401337
 Contract Start: May 15, 2011 Contract End:
 Contact Name: Sandra Phillips Industry Type: Parking
 Prop. Share:
 Property Negotiator: Lee, Allen Lease Type: Gross

Security Deposit: Last month's rent
 Condition Types: Amount: From: To: Frequency: Tax Group:
 Base Rent 440.00 May 15, 2011 Monthly HST & Transit Levies
 Base Rent Monthly GST
 Base Rent Monthly GST
 Base Rent Monthly GST
 Base Rent Monthly GST
 Operating Costs CPI Adjustment GST
 Hydro Charges To Be Reconciled GST

Resubmission Date: Reason: Review Frequency
 Resubmission Date: Reason: Review Frequency
 Lease Expiry Date: n/a Renewal Options: X years
 Tnt's Insurance Expiry Date: n/a Authorization Group Facility Please circle one
 Comments: Parking Lot subject to Transit Levies. The negotiation was completed by Facility, Allen Lee.

ENTERED MAR 29 2011

05/16/2011



CITY OF VANCOUVER
453 W. 12th Avenue
Vancouver, B. C. V5Y 1V4

INVOICE

CARS2GO CANADA LTD
45 WATER ST.
VAN. BC V6B 1A1

Invoice Date: 2011/05/24

Contract No.: 11088
Customer: 401337

Property Address: 455 W 10TH AVE

Item	Amount
T.Parking Parking / Garage Rent	440.00
PRK-HST	156.29
Total	596.29

If you have questions, please contact Yemi @ 604-873-7442 or Tracy @ 604-873-7801.

For False Creek and Champlain Heights properties please contact Holly @ 604-873-7808.

Please reference contract number with payment.

Please remit payment immediately to:

City of Vancouver
Corporate Services - Rental Properties
453 W. 12th Avenue
Vancouver, BC
V5Y 1V4



BC Registry
Services

Mailing Address:
PO BOX 9431 Stn Prov Govt.
Victoria BC V8W 9V3
www.corporateonline.gov.bc.ca

Location:
2nd Floor - 940 Blanshard St.
Victoria BC
250 356-8626

Extraprovincial Company Summary

For
CAR2GO CANADA LTD.

Date and Time of Search: March 16, 2011 08:43 AM Pacific Time

Currency Date: February 03, 2011

ACTIVE

Registration Number In BC: A0082538

Name of Extraprovincial
Company: CAR2GO CANADA LTD.

Registration Date and Time: Registered in British Columbia on February 11, 2011 03:06 PM Pacific Time

Last Annual Report Filed: Not Available

Receiver: No

FOREIGN JURISDICTION INFORMATION

Identifying Number in Foreign Jurisdiction:
7777698

Name in Foreign Jurisdiction:
CAR2GO CANADA LTD.

Date of Incorporation, Continuation or Amalgamation
In Foreign Jurisdiction:

February 11, 2011

Foreign Jurisdiction:

FEDERAL

HEAD OFFICE INFORMATION

Mailing Address:
2800 PARK PLACE
666 BURNARD STREET
VANCOUVER BC V6C 2Z7
CANADA

Delivery Address:
2800 PARK PLACE
666 BURNARD STREET
VANCOUVER BC V6C 2Z7
CANADA

ATTORNEY INFORMATION

No attorney information to display.

DIRECTOR INFORMATION

Directors are not recorded for extraprovincial registration types. Go to the incorporating jurisdiction for director information.



CITY OF VANCOUVER
Real Estate Services

APPLICATION FOR RENT OF PARKING SPACE

Parking space located at: 455 W 10th Avenue

Space No. 4 STALLS

Term shall commence the 18 day of March, 2015 at a rent of \$ 110 ^{per stall} + Parking Tax & GST per month, payable in advance and thereafter on a month-to-month basis on the 1st day of each and every month during the tenancy. Monthly parking rates are subject to change by the City with one calendar month's written notice. Interest on arrears will be charged at the rate of 3% above prime lending rate at the Main Branch of the Bank of Montreal in Vancouver, B.C.

Name of applicant: BCAA Holdings /
EVO Car Share

Home Phone: 604.268.5341

Home Address: c/o Tai Silvey

Work Phone: "

Work Address: 4567 Canada Way
Burnaby BC V5G 4T1

Car Make/Year: Toyota Prius C

Colour: Black - Branded "EVO"

License Plate No. N/A

Driver's License No. N/A

If confirmed by the City, THIS APPLICATION AND AGREEMENT IS RESTRICTED TO THE AUTOMOBILE MENTIONED ABOVE ONLY. In the event the parking space is occupied at any time, by any automobile other than the one mentioned above, without permission of the City, the agreement shall thenceforth become null and void. It is the responsibility of the renter to inform the City of any changes to the above. The City reserves the right to cancel this agreement at any time with one calendar month's written notice.

All rentals commence on the first day of each calendar month. Parking may be permitted prior to commencement of the rental upon payment of a pro-rata portion of the rent for use of space. The automobiles parked in the stalls will be parked wholly at the risk of the respective owners. The automobile will be lawfully licensed and insured. The automobile will not be cleaned, repaired, maintained or serviced while situate upon the parking stalls.

I agree to give a full month's notice, in writing, of my desire to vacate said parking stall (or pay one months rent in lieu of notice). Such notice to be submitted on or before the last day of a rental month and terminate on the last day of the following rental month.

I will not assign or sublet without the written consent and approval of the City or its agents.

In the event of my vacating the said parking space or failing to observe, perform and keep the agreements and conditions herein contained, the rental shall, at the option of the City of Vancouver, thenceforth become null and void.

Dated at Vancouver, B.C. this 26 day of March, 2015.

Signature of Applicant/s

Signature of Witness

CAR SHARING SERVICES AGREEMENT

BETWEEN:

CITY OF VANCOUVER

AND:

CO-OPERATIVE AUTO NETWORK

**Doing business as
MODO THE CAR CO-OP**

DATED: FEBRUARY 1, 2016

PS20140688 - CAR SHARING SERVICES
FORM OF AGREEMENT

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Appendix F - City Designated Parking Spots Licence

Appendix G - Intellectual Property/Privacy

**PS20140688 - CAR SHARING SERVICES
FORM OF AGREEMENT**

This Agreement made as of the 1st day of February, 2016 (the "Effective Date")

BETWEEN:

CITY OF VANCOUVER, a municipal corporation,
pursuant to the Vancouver Charter,
Vancouver City Hall
453 West 12th Avenue
Vancouver, BC, V5Y 1V4

(the "City")

OF THE FIRST PART,

AND:

CO-OPERATIVE AUTO NETWORK
doing business as "**MODO THE CAR CO-OP**"
470 Granville St., Unit 205
Vancouver, BC V6C 1V5

("MODO")

OF THE SECOND PART.

BACKGROUND:

- a) City has identified the need for a car sharing program in order to help achieve the City's immediate goals of reducing City fleet vehicle GHG emissions, reducing City fleet expenses, as well as help meet its long-term community and corporate climate change action plan and strategic goals, including the encouragement of employee and community use of car sharing.
- b) Accordingly, the City then issued a Request for Proposal under number RFP PS20140688
- c) In response to the RFP, the City received a Proposal from MODO and subsequently selected MODO as the preferred Proponent for the provision of a car sharing program to the City.
- d) The City and MODO wish to work together to continue the car sharing program and have agreed to do so on the following terms and conditions.

THE CITY AND MODO NOW AGREE AS FOLLOWS:

**PS20140688 - CAR SHARING SERVICES
FORM OF AGREEMENT**

**PART I
GENERAL STRUCTURE OF CONTRACT**

1.1 Defined Terms/Interpretation

Words and phrases used in this Contract which have specially defined meanings are set out in Appendix A [Defined Terms]. This Contract is also organized as follows for ease of use, updating, and understanding:

1.2 Main Part of Contract

The main part of this Contract contains Parts I - Part VIII and sets out the main business and legal terms of this Contract.

1.3 Appendices

The Appendices supplement the main part of the Contract with additional terms and conditions grouped by function or category.

- (a) Appendix A [Defined Terms]
- (b) Appendix B [Price List]
- (c) Appendix C [Driver Eligibility Conditions]
- (d) Appendix D [Insurance Requirements]
- (e) Appendix E [Certificate of Insurance]
- (f) Appendix F [City Designated Parking Spots Licence]
- (g) Appendix G [Intellectual Property/Privacy]

The above appendices form an integral part of this Contract and, together with the main part of the Contract, constitute the whole of this Contract.

1.4 Term of Contract

This Contract has a term ("Term") of three years from the Effective Date. Where the parties continue to deal with each other following the expiry of the Term, this Contract will be deemed to be extended on all of the same terms and conditions as before except that the "Term" will be deemed to be year to year (and not another three years) unless and until cancelled by either party in accordance with Part VII [Amicable Dispute Resolution/Delay/Cancellation].

1.5 Services Provided by MODO to City's Drivers

MODO will provide the City with access to MODO Vehicles for those of the City's Drivers designated by the City from time to time and approved by MODO pursuant to Section 4.1 [City's Drivers - Approval Process/Eligibility Conditions].

1.6 No Personal Use Except by Separate MODO Contract

This Contract does not provide for the use of MODO Vehicles for the City's Drivers' personal use.

1.7 City Business Use Only Covered by this Contract

For all uses of MODO Vehicles the City's Drivers will have the right to use MODO Vehicles in accordance with this Contract provided that they comply with the terms and conditions of such use as set out in this Contract.

PART II
CLIMATE CHANGE ACTION PLAN PROVISIONS

2.1 Fuel Efficiency Requirements

- (a) Natural Resources Canada's Office of Energy Efficiency provides award winners ("Award-Winning Vehicles") in each class of sub-compact, compact, mid-size, full size, station wagon, mini-van, SUV's, large van, truck (see www.vehicles.gc.ca for list of annual winners).
- (b) Subject to sections (c) and (d), the City requires that MODO use one of the Award-Winning Vehicles from a given year (excluding Award-Winning Vehicles from more than 4 years prior to the current year) at City Designated Parking Spots.
- (c) Despite section (b), if MODO is, acting reasonably, not able to utilize an Award - Winning Vehicle as required by section (b) due to availability or cost reasons, MODO will ensure that MODO vehicles located at the City Designated Parking Spots have a group average city fuel efficiency rating (based on Natural Resources Canada figures) of **s.21(1)** or less at all times as measured across all Award-Winning Vehicles and non-award winning vehicles then deployed pursuant to the relaxation offered by this section (c).
- (d) Despite sections (b) and (c), where MODO or the City proposes to place larger cargo or high passenger carrying vehicles (i.e.: minivans, cargo vans, and trucks) in City Designated Parking Spots (whether or not Award-Winning Vehicles) and such vehicle(s) would exceed or result in the fleet referred to in (c) exceeding the **s.21(1)** city fuel efficiency average required in (c) then such vehicles will only be permitted by mutual agreement of the parties and will then be excluded from the calculation in section (c) above.

2.2 Fuel Efficiency Reporting

MODO shall provide the City with an annual report on total fuel consumption (by fuel type) associated with City use of MODO Vehicles by March 1 of each year of the Term.

2.3 Car Share Benefits Research

MODO will cooperate in, and share the results of, research conducted with its members for the purposes of confirming the benefits of car sharing.

2.4 Greenhouse Gas Reduction Credits or Offsets

- (a) In this Section 2.4, "GHG Credits" means all right, title, interest and benefit in connection with or in any way arising from the City's use of MODO's services under this Agreement, including without limitation and by way of example only, any reductions in fuel consumption by the City attributable to any
 - (i) off-set, credit, reduction rights setoff, allocated pollution right, emission reduction proprietary or contractual right, whether or not tradeable, resulting from the actual or assumed reduction of emissions, and
 - (ii) credit, allowance, "green tag", ticket, certificate or other "green" marketing attribute or proprietary or contractual right, whether or not tradeable.

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- (b) MODO now conveys all right, title, and interest in and to GHG Credits to the City and will, both during and after the expiry or sooner cancellation of this Agreement, assist the City to confirm title and exercise its ownership rights to and financial benefits from same, including using all commercially reasonable efforts to provide information to the City and other governmental and non-governmental authorities in support of the City's ownership, sale and other uses of the GHG Credits.
- (c) For further certainty, this Section 2.4 does not apply to any City's Driver using MODO Vehicles for personal purposes.

**PART III
BOOKING AND PAYMENT**

3.1 Booking Vehicles

- (a) MODO will provide vehicles based on the advance bookings, made by the City's Drivers. MODO will continuously provide both telephone and on-line booking 24 hours a day, 7 days a week and make commercially reasonable efforts to ensure that all telephone and e-mail booking requests are processed and responded to within 90 seconds from dialing the request or booking on-line.
- (b) MODO will continue to enhance the online booking process. MODO will also introduce SMS to manage bookings during and as far in advance of the expiry of the Term as is commercially reasonable for MODO to do so.

3.2 MODO Vehicle Priority/Availability/Notice of Change

- (a) MODO will provide access for City's Drivers to MODO Vehicles for the prices set out in Tables 1, 2 and 4 of Appendix B [Price List] and s.21(1). Despite Section 3.3, prices in Table 3 [Fines and Infringements] may be changed by MODO during the Term provided that such changes are the same as or less than those charged to other members of MODO.
- (b) MODO will continuously provide MODO Vehicles at the City Designated Parking Spots and, with respect to current and future City Driver Parking Spots make commercially reasonable efforts to provide a sufficient number of MODO Vehicles to meet the reasonably anticipated needs of the City's Drivers' business uses of MODO Vehicles.
- (c) MODO will monitor usage by the City's Drivers of MODO Vehicles across all areas of the City of Vancouver when considering item (b) above.
- (d) In this Section 3.2, the following terms have the following meanings:
 - (i) "Fleet Utilization Rate" means. s.21(1)
 - (ii) "Site" means areas or clusters of parking lots designated as "Sites" by the City and MODO, acting reasonably from time to time, which represent significant clusters of City Driver Parking Spots. For example, currently (as at the date of this Contract), one Site is the "City Hall Campus" which is comprised of the City

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Surface Lot at 10th and Cambie, the City Hall Upper Deck (453 West 12th Avenue), Vancity (West Annex), City Square and the Crossroads Parkade Level P3, while another Site is the Downtown IT Campus, comprised of various City Driver Parking Spots in downtown Vancouver.

(iii) "City Driver Parking Spots" means the aggregate of all parking spots predominantly utilized by City's Drivers determined as follows:

- (1) All City Designated Parking Spots, plus
- (2) All non-City Designated Parking Spots where the City and MODO have mutually agreed in writing are "predominantly utilized" by City's Drivers.

For the purposes of section (iii)(2) above, "predominantly utilized" means that in the prior calendar month, City's Drivers have booked MODO Vehicles from the applicable parking spot during Business Hours more often than any other MODO customer.

- (e) Where, in any given quarter and with respect to any given Site or City Driver Parking Spot, the Fleet Utilization Rate rises above **s.21(1)**, MODO will add a MODO Vehicle(s) to its Car Share Fleet and locate the MODO Vehicle(s) at the Site, City Driver Parking Spot, or other proximate place so as to bring the Fleet Utilization Rate down below **s.21(1)**. In addition, MODO will promptly review with the City the need to add additional MODO Vehicles when the City makes this request based on feedback from the City's Drivers. MODO will provide an availability report on demand, so that the City can monitor and verify MODO's compliance with the requirements of this Contract.
- (f) Where MODO is required to provide another MODO Vehicle pursuant to section (e), the City will make good faith attempts to provide a City Designated parking Spot, but where the City is unable to provide an additional City Designated Parking Spot within the vicinity, MODO will make commercially reasonable efforts to acquire additional City Driver Parking Spots.
- (g) MODO will notify the City in writing and in accordance with Section 2 of Appendix F [City Designated Parking Spots Licence] prior to changing the number of MODO Vehicles regularly located during Business Hours at any City Designated Parking Spots.
- (h) In the event of any major disaster (provided cell phone coverage is available), MODO will allocate a minimum of **s.21(1)** MODO Vehicles within the City of Vancouver to City's Drivers. If the employees requiring the use of the MODO Vehicles are not City's Drivers, they will be required to sign a certificate stating their Driver's Licence is valid and provide proof of same to MODO in due course. If cell phone coverage is not available, City's Drivers are entitled to use any MODO Vehicle that is at a City Driver Parking Spot. MODO staff will provide a supply of activated vehicle access fobs to the City for emergency distribution in such an event. These fobs will allow access to any MODO Vehicle without a booking.
- (i) Where a MODO Vehicle is late or unavailable, MODO will arrange transportation for the City's Driver to the nearest available MODO Vehicle. If no other MODO Vehicle is available in reasonable proximity to the City's Driver's location, MODO will assist with alternate arrangements **s.21(1)**.
- (j) Where a MODO Vehicle breaks down during a City's Driver's trip, the City's Driver will notify MODO and MODO will make arrangement for the MODO Vehicle to be towed and

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assist the City's Driver with their travel needs either by booking them into an alternative MODO Vehicle or making arrangements for a taxi.

- (k) If a MODO Vehicle requires significant servicing, that renders it unavailable for an extended period of time **s.21(1)** MODO will provide an alternative MODO Vehicle replacement at the appropriate location.
- (l) In addition to the City's rights under Section 3.2(e) above, where the City identifies a need for new City Driver Parking Spots additional to those within existing Sites, the City may notify MODO of the City's need for additional City Driver Parking Spots and upon receipt of such notice MODO will, within 30 days of such notice, acquire a parking stall or right to place a MODO Vehicle and then place a MODO Vehicle at or within a 100 metre radius of the location referred to in the notice.

3.3 Pricing

Provided always that MODO is not in Default, the City agrees to pay the Contract Price for the car sharing services performed by MODO. Subject to Section 3.2(a), the Contract Price is fixed for the Term and may not be changed without the mutual written agreement of both parties.

3.4 Currency/Taxes

Except where expressly indicated otherwise, the Contract Price is deemed to be expressed in Canadian dollars and is always payable in Canadian dollars. The Contract Price is deemed to be inclusive of all fees, taxes, brokerage, customs duties, and MODO's capital, income, and other taxes except only for GST, PST, and PVRT all of which are deemed to be in addition to the Contract Price except where expressly indicated otherwise in Appendix B [Price List].

3.5 Invoice Procedure

- (a) The City will provide to MODO a listing of the names and addresses to which the global invoice and the segregated individual branch account invoices are to be sent and MODO now acknowledges and agrees that the City at any time and from time to time modify or reconfigure these (provided at least 30 days' prior written notice is given) and that the City may at any given time have up to 100 individual branch invoice configurations.
- (b) MODO agrees to provide the City with a monthly "master" invoice setting out both the global (City-wide for all of the City's Drivers) and the individual branch account expenditures.
- (c) MODO also agrees to provide the City with a segregate and detailed branch account invoice for each branch account and to e-mail same to each branch monthly for tracking purposes. MODO will also attach a PDF copy of the same invoice when available.
- (d) Payment is due within **s.21(1)** days of receipt of any valid invoice for same. Interest may be charged on overdue balances after such **s.21(1)** period (to the extent such invoice is duly issued, validly payable, and remains unpaid).
- (e) If an overdue amount exceeds \$25.00 a late payment charge of **s.21(1)** per month, compounded monthly, **s.21(1)** per year) will be charged on the total overdue amount.
- (f) For certainty, the above provisions apply to debts owing by either party arising from any matter related to this Contract and not merely to debts owing by the City for unpaid portions of the Contract Price.

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- (g) Payment to MODO be made by cheque, cash, electronic bill payment, pre-authorized debit, VISA or MasterCard.

3.6 Reporting

MODO agrees to provide the City with monthly, quarterly, annual and miscellaneous reports to be determined by the City during the Term.

**PART IV
CITY'S DRIVERS**

4.1 City's Driver - Approval Process/Eligibility Conditions

- (a) MODO will provide the City from time to time and on the reasonable request of the City, electronic fobs as are reasonably necessary for the number of City's Drivers approved from time to time pursuant to this Section 4.1. The City will take similar reasonable precautions with such "unissued" fobs as it takes with its own fobs for its own vehicles but will not be liable for any Losses arising from its failure to do so except as set out in Appendix B [Price List] for lost or stolen fobs.
- (b) Each City's Driver must first be authorized by the City in accordance with this Section 4.1 prior to being permitted to utilize City Marked Vehicles under this Contract.
- (c) Each City's Driver must first be authorized by the City and MODO in accordance with this Section 4.1 prior to being permitted to utilize both City Marked Vehicles and MODO Vehicles under this Contract.
- (d) Pursuant to Sections 4.2 and 4.3 below, the City agrees to only provide to MODO the names of those proposed City's Drivers who (at the time of providing such name) fall within the definition of "City's Drivers" (as set out in Appendix A [Defined Terms]) and only after confirming that the proposed City's Driver's licence name and photograph is consistent with their name and physical appearance.
- (e) Except as set out in Section 4.1(c) above, the City will not be responsible for reviewing or approving any application from a proposed City's Driver. However, the City does agree to give direction to City staff on the process required by MODO to be completed in order to receive such approval from MODO.
- (f) Upon receipt of an application and ICBC material of one or more proposed City's Drivers MODO will promptly review the application, where appropriate assist the applicant to correct any deficiencies in their application, and determine whether or not the applicant is approved as a City's Driver as set out in section (g) below.
- (g) Except where otherwise agreed from time to time in writing between the City and MODO (and recorded in a replacement to Appendix C [Driver Eligibility Conditions], MODO agrees to utilize the following process and criteria for determining whether or not to approve each proposed City's Driver:
 - (i) The applicant completes the on-line application and attends orientation (which the parties agree is to be comprised (at a minimum) of the contents of the City's Car Share Policy).

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- (ii) The applicant reads and agrees to (by way of an online "click and accept" function or other means of ensuring that the applicant has read and agreed to same) all of the terms and conditions of the City's Car Share Policy.
- (iii) The applicant authorizes the applicable governmental authority(ies) to send to MODO the applicant's driving record, and auto insurance claims history and MODO's review of same results in their record being considered satisfactory utilizing the criteria set out in Appendix C [Driver Eligibility Conditions].
- (iv) The City sends the completed application electronically and through a secure system.
- (v) MODO will review and if acceptable and in compliance with the City's Car Share Policy and this Section 4, approve the City's Driver, activate the fob, and provide the City's Driver with their driver account number and concurrently notify the City and the City's Driver via email.
- (h) MODO will be responsible for administering the list of proposed and approved City's Drivers at all times during the Term and will provide a copy of same at any time and from time to time to the City upon request. Where the City requests periodic or regular submittals of the list, MODO will submit same at such requested intervals.
- (i) MODO will be responsible for tracking and differentiating between City's Drivers approved to use all MODO Vehicles and those approved only to use City Marked Vehicles, including ensuring that the latter are not able to book MODO Vehicles other than City Marked Vehicles.
- (j) The parties acknowledge that the parties will work cooperatively together to refine and modify the City's Car Share Policy and Appendix C [Driver Eligibility Requirements] throughout the Term so as to ensure consistency between them and existing and future employment contracts and collective agreements with City employees.
- (k) For further certainty, the parties also acknowledge and agree that the City's Car Share Policy and Appendix C [Driver Eligibility Conditions] will not be changed by either party except by mutual written consent, such consent not to be unreasonably withheld, conditioned, or delayed. Moreover, the parties agree to ensure that any and all changes to these documents are reviewed and approved by the City's and MODO's legal and insurance advisors prior to being implemented and utilized under this Contract.

4.2 Loss of Approved City's Driver Status

- (a) Pursuant to Section 4.1 above, MODO will be responsible for ensuring that each of the proposed City's Drivers complies with Appendix C [Driver Eligibility Conditions] prior to approving the City's Drivers and will be responsible for cancelling any City's Driver's approved status immediately upon (and in any event within 24 hours of) receiving information that would reasonably indicate that such City's Driver no longer meets the Driver Eligibility Conditions.
- (b) Despite Section (a), the City will be responsible for notifying MODO immediately upon (and in any event within 24 hours of) any of the City's Managerial Staff receiving any information that would reasonably indicate that a particular City's Driver no longer meets the Driver Eligibility Conditions. However, for certainty, the City will not be liable for any Losses suffered by MODO arising as a result of any City's Driver subsequently

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failing to meet the Driver Eligibility Conditions provided the City has complied with the notification requirements of this Section (b).

4.3 City's Drivers are Not Agents of City

The City will ensure that each of the City's Drivers who wish to become eligible to use MODO Vehicles first attend an orientation provided by MODO or the City and/or read and agree to (as set out in Section 4.1(g)(ii) above) the City's Car Share Policy and confirm same to MODO as set out in Section 4.1 [City's Driver - Approval Process/Eligibility Conditions]. Despite any other term of this Contract, neither the City (whether or not such liability is vicarious liability arising from the liability of a City's Driver) nor MODO will be liable to the other for any uninsured Losses arising from any failure on the part of one of the City's Drivers to comply with this Contract or to properly operate a MODO Vehicle, including without limitation and by way of example only any and all Losses arising directly or indirectly from such driver's failure except as expressly set out in this Contract.

**PART V
CAR SHARING FLEET**

5.1 Car Sharing Fleet

MODO will provide car sharing services for the Contract Price for both MODO Vehicles and City Marked Vehicles. However, the provisions of this Contract apply to only MODO Vehicles except where expressly stated to apply to City Marked Vehicles.

5.2 Access Fob

The access fob remains the property of MODO. The City will pay MODO the costs of replacing access fobs lost by any of the City's Drivers at the applicable Contract Price.

5.3 City Marked Vehicles

The City may at any time and from time to time add City-owned vehicles ("City Marked Vehicles") to the Car Sharing Fleet and MODO now agrees to the City doing so on the following terms and conditions:

- (a) MODO confirms it has the System and will continue to provide the functionality required to support the car sharing services described in this Section 5.3 for City Marked Vehicles.
- (b) For each City Marked Vehicle that the City elects to add to the Car Sharing Fleet, the City will provide written notice to MODO of the type, model, license plate number, registration number and other reasonably required information about the City Marked Vehicle to MODO along with its notice stating the City's intent to add the City Car Share vehicle to the Car Sharing Fleet.
- (c) Within 30 days of receipt of the written notice with respect to each vehicle referenced in the notice, MODO will attend at the place set out in the notice and install the on-board technology portion of the System in that vehicle and will then confirm to the City that the on-board technology is functioning adequately and upon the City's issuance of written acceptance ("Acceptance Notice") of successful installation of the on-board technology MODO may begin invoicing the City (starting on the 1st of the month immediately following Acceptance Notice) and the City will then begin paying the monthly "Fleet Management Service" amount set out in Table 4 of Appendix B [Price List].

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- (d) The City Marked Vehicles with the on-board technology will remain the exclusive property of the City and no transfer of ownership or risk of loss or liability with respect to the City Marked Vehicles will be transferred to MODO and the title to the on-board technology and all risk of loss, damage or theft of the on board technology, will remain exclusively with MODO.
- (e) As of the date of Acceptance Notice, the City will then be provided with all of the car sharing services set out under this Contract with respect to each City Marked Vehicle except that the City Marked Vehicle will not be made available by MODO to any person other than City's Drivers, the City Marked Vehicle will remain the sole property of the City, the City will be solely responsible for all motor vehicle insurance, and maintenance, repairs, and liability arising from the use and operation of the City Marked Vehicles, and in return for the provision of the car sharing services set out in this Contract with respect to each City Marked Vehicle, the City will pay to MODO the monthly amount referred to in Section 5.3(c) above. For further certainty, the car sharing services for City Marked Vehicles will include:

• Equivalent access to telephone/electronic booking and customer support as for MODO Vehicles (including call centre staff (training, documentation, preparation))

• Despite the preceding bullet of this Section 5.3(e), access to and customer support for Ride Share Bookings will continue to be configured and provided by MODO to the same level and quality as was provided under the prior agreement, including for certainty, but without limitation, the use of a control setting so as to ensure that Ride Share Users cannot change Ride Share Bookings and that all such bookings (currently approximately 260 Ride Share Bookings annually for each group of the Ride Share Users but subject to change at the sole discretion of the City from time to time) are made and entered by MODO at the direction of the City's Program Administrator and only changed by MODO as and when requested by the City's Program Administrator.

• s.21(1)

• Equivalent invoicing, reporting, and other information as is provided for MODO Vehicles (except for information not tracked or recorded by the System)

• s.21(1)

• s.21(1)

MODO acknowledges that, in the provision of the above services, all MODO subcontractors or employees who work on City property will be required to attend a safety orientation offered by the City as per WorkSafeBC Occupational Health & Safety regulations.

- (f) The City may, at any time and from time to time on 30 days' prior written notice, remove any City Marked Vehicle from the Car Sharing Fleet and the City will be entitled to transfer the on-board technology from the vehicle removed to any vehicle being added within four weeks of such removal and the transfer of the on-board technology will be effected within the same times and same standards as set out in sub-paragraph (b) above (and no extra charge or expense) and upon an Acceptance Notice being issued by the City for the transferred on-board technology to the second vehicle, the monthly

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amount referred to in Section 5.3(c) above will continue to be invoiced by MODO and payable by the City with respect to the second City Marked Vehicle and will no longer be invoiced or payable with respect to the prior City Marked Vehicle.

- (g) There is no limit to the number of City Marked Vehicles that the City may add to the Car Sharing Fleet.
- (h) MODO will relocate City Marked Vehicles to another Site upon the written request of the City's Car Share Administrator.

5.4 Vehicle Maintenance

MODO will ensure all MODO Vehicles are safe, clean, reliable and well maintained.
s.21(1) As these are shared vehicles in a shared vehicle environment, it is understood that no attendants visit and inspect MODO Vehicles before each usage. Vehicles are accepted in an "as is" condition. For certainty, in this Section, the phrase "as is" refers only to the cleanliness and the esthetic qualities of the vehicles and does in no way relieve MODO from its obligations to provide a safe, reliable and road worthy vehicle at all times and under no circumstances will MODO be relieved of those obligations to provide a safe, reliable and road worthy vehicle.

5.5 Refueling

s.21(1)

s.21(1)

5.6 Accidents and Damage

The City will instruct (by requiring compliance with the City's Car Share Policy) the City's Drivers to cooperate with all accident investigations and any resulting lawsuits.

5.7 Damage or Theft while Parked

Pursuant to Appendix F [City Designated Parking Spots Licence], MODO will release and hold the City harmless from any financial damages resulting from any damage or theft of MODO Vehicles while parked anywhere, including while parked at any City Designated Parking Spot.

5.8 Liens and Impoundment

If MODO Vehicle is towed and impounded for illegal parking while booked to the City and while used by a City's Driver, the City is responsible for recovering the MODO Vehicle and paying any costs arising from the MODO Vehicle being towed. If, without the approval of MODO, through an act or omission of the City or the City's Driver, a lien is placed on a MODO Vehicle or the MODO Vehicle is impounded (for instance, by failing to pay for repairs) the City is responsible for any such reasonable costs, court and legal fees incurred by MODO in pursuing the speedy return of the MODO Vehicle as well as any service charges.

5.9 Suspension if Payments in Arrears

MODO may suspend a City's Driver's driving privileges if there is a default in paying any amount owing to MODO with respect to that City's Driver. This may be done, without notice, one week after a second reminder is sent to the City by email to the appropriate invoice reviewer.

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Additional fees, including an administrative fee s.21(1) may be charged. The suspension remains in effect until such time as any amounts owing with respect to that City's Driver have been paid, including any interest accrued. Despite the foregoing, in no event will a default by one or more City's Drivers be treated in and of itself as a breach of this Contract by the City itself and all of MODO's remedies in respect of such a breach are expressly limited to the remedies set out in this Section 5.9. MODO's general remedies against the City are as set out in Part VII [Amicable Dispute Resolution/Delay/Cancellation].

5.10 Suspension of Driving Privileges

In the event of a suspension or termination of a City's Driver's driving privileges, and upon receiving written notice of same from MODO, the City will instruct such City's Driver to return the access fob to the City's Car Share Manager. Additional fees s.21(1) may be charged should such City's Driver fail to comply with the City's instruction within 10 days of same.

5.11 Violations and Fines

In the event of traffic violations or other fines such as parking tickets, accidents, no shows, cancelled bookings, late fees, not fobbing out, overnight bookings, weekend and bookings over seven (7) hours MODO will notify the City's Program Administrator (as defined in the City's Car Share Policy) via e-mail and/or City's Drivers if necessary. A report of internal violations will be made available on request as needed.

**PART VI
INSURANCE AND RISK ALLOCATION**

6.1 Insurance

(a) Required Coverage

MODO will comply at all times with the insurance provisions set out in Appendix D [Insurance Requirements]. The City will not be responsible for insurance payments or policy deductibles for the insurance required to be placed by MODO under this Contract nor for any additional insurance carried by MODO outside of this Contract.

(b) Limitations

The requirements set out in this Section 6.1 do not limit any insurance requirements imposed on MODO by any applicable Laws and Regulations.

(c) Additional MODO Coverage

It will be the sole responsibility of MODO to determine what additional insurance coverage, if any, is necessary or advisable for MODO's own protection and/or to fulfill MODO's obligations under this Contract. Any additional insurance will be provided and maintained by MODO at its own expense.

6.2 Allocation Of Risk/Legal Liability

Despite any other term of this Contract, this main part of the Contract and in particular this Part VI supersedes and governs over any term or condition of the City's Car Share Policy. Moreover, the City's Car Share Policy is intended to operate as an employee policy document.

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and not as a contract between the City and MODO or as a contract between the City and its City's Drivers or as a contract between the City's Drivers and MODO except as expressly agreed in the main part of this Contract.

6.3 Indemnity

(a) MODO to Indemnify City

Subject to Section (b), MODO will indemnify and protect and save the City harmless from and against all Losses in respect of loss of life, personal injury (including in all cases personal discomfort and illness), loss of or damage to property and economic loss arising from

- (i) MODO's performance of, or failure to perform, its obligations under this Contract, or the exercise of any of its rights under this Contract,
- (ii) any willful misconduct or any negligent act, error or omission of MODO or any person for whom MODO is responsible at law or pursuant to the provisions of this Contract, including without limitation, injury or death to anyone, loss or damage to property of any person, any claim or matter in dispute between MODO and any third party, and any failure or deficiency by MODO in providing the services, and
- (iii) any claim which may be made for a lien or charge at law or in equity or to any claim or liability under the Builders Lien Act, or to any attachment for debt, garnishee process or otherwise.

(b) Limitation on Indemnity

For further certainty and despite Section (a), this indemnity will not extend to Losses that arise solely from the City entering into this Contract with MODO or MODO properly exercising its rights under this Contract.

(c) Scope of Indemnity

(i) The indemnity

- (1) will expressly extend to all acts and omissions of MODO's and MODO's contractors' directors, officers, employees, agents, licensees and permittees, and
- (2) will expressly include any Losses arising from, the wrongful act or negligence of the City's Drivers, (and expressly including any and all breaches of the City's Car Share Policy by the City's Drivers as well as any failure by the City's Drivers to report to the City or to MODO any non-compliance with the Driver Eligibility Conditions), it being the express intent that MODO is to insure against all such Losses and only to the extent that the City has expressly agreed to pay for any such Losses as set out in Appendix B [Price List] in this Contract will this indemnity not apply to same.

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(d) Indemnification Notice/Claim Procedure

- (i) If either party becomes aware of any claim involving any Losses to which this indemnity applies, that party will promptly and, in any event within 30 days of becoming aware of the claim, advise the other party in writing.
- (ii) The notifying party will provide reasonable particulars (to the extent of its knowledge) of the claim.
- (iii) With respect to any third party claim, MODO will have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the claim and, if MODO elects to do so, MODO will reimburse the City for all of its Losses arising from MODO's participation or assumption.
- (iv) If MODO does not assume and continue control of the defence of any third party claim within 30 days (or later if there is no prejudice to the City) of the initial written advice of its existence from the City, then the City has the exclusive right to contest, settle or pay the amount claimed, provided the City keeps MODO apprised of its actions. Whether or not MODO assumes control of the third party claim, MODO must not settle the claim without the prior written consent of the City, which consent may not be unreasonably withheld, conditioned or delayed. The City and MODO will cooperate fully with each other in dealing with third party claims and will keep each other fully apprised of their status (blind copies of all relevant records as soon as practicable).

6.4 Limitation on City's Liability

(a) City's Liability Limited

Subject only to Section (a), the City will not be liable to MODO for any Losses experienced by MODO in respect of loss of life, personal injury (including, in all cases, personal discomfort and illness), loss or damage to property or economic loss arising from or out of any occurrence on or adjacent to any parking areas or involving the use or operation of any MODO Vehicles, whether or not related in any way to the negligence or wilful acts or omissions of the City or the City's officials, officers and employees except to the extent and then only to the extent that the City has expressly agreed to reimburse MODO for same under this Contract.

(b) Scope of Limitation

The limitation on liability set out in Section (a) does not extend to

- (i) acts or omissions of the City occurring outside of the scope of this Contract, or
- (ii) Losses to MODO,
- (iii) arising from its use of the City's property as a member of the public,
- (iv) otherwise arising as a result of actions or matters which have no connection with either party exercising its rights or carrying out its obligations pursuant to this Contract, or
- (v) arising from any breach of this Contract by the City (as opposed to breaches of this Contract by the City's Drivers).

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6.5 Representations and Warranties

- (a) MODO has been duly incorporated and is validly existing as a corporation under the laws of British Columbia and has full power and authority to conduct its business as now owned and conducted, and MODO has good and sufficient power, authority and right to enter into and deliver this Contract and this Contract constitutes a valid and legally binding obligation of MODO, enforceable against MODO in accordance with its terms.
- (b) MODO further warrants and represents that MODO has a good, safe-holding and marketable title (or rights as lessee under a vehicle lease) to all MODO Vehicles, and all associated real, personal, and intellectual property utilized in the performance of the car sharing services and that MODO will not own or lease any MODO Vehicle without first complying with the insurance provisions of this Contract and providing proof of insurance of same in compliance with this Contract whenever requested by the City.

**PART VII
AMICABLE DISPUTE RESOLUTION/DELAY/CANCELLATION**

7.1 Direct Negotiation

In the event of any dispute between the parties, the parties intend to use reasonable good faith efforts to engage in direct negotiations between:

- (a) MODO Manager and the City's Car Share manager, or their designates, over a period of not less than three (3) Weekdays (or such longer period as the parties may agree to in writing), and
- (b) if such dispute remains unresolved following discussions pursuant to subsection (a), MODO's Executive Director and the City's Manager, or their designates, over a period of not less than 2 further Weekdays (or such longer period as the parties may agree to in writing).

If such direct negotiations are not successful or the parties fail to meet to carry out such negotiations within 5 Weekdays (or such longer period as the parties may have agreed to in writing) of the dispute arising, then the parties may pursue any other remedies available to them through this Agreement or the courts of the Province of British Columbia. However, in any event and despite any other term of this Section 7.1, the parties agree that any breach (including a material breach) of this Section 7.1 will not give rise to any liability for damages in contract, tort or any other basis or legal principle of any kind.

7.2 Mediation

If either (1) direct negotiations between the parties pursuant to Section 7.1 are not successful or (2) the parties fail to meet to carry out such negotiations within the time set out in Section 7.1, and in either event neither party has given written notice within such same time period of its intent to pursue its other remedies available to them through this Agreement or the courts of the Province of British Columbia under this Agreement, then the parties will use reasonable good faith efforts to resolve such dispute by mediation with a neutral third party mediator acceptable to both parties. Each Party shall bear its own costs and expenses in connection with any mediation and all costs and expenses of the mediator shall be shared equally by the parties.

7.3 Arbitration

If after 30 calendar days of the dispute arising, the dispute is still not settled (but provided that neither party has yet issued a written notice of its intent to pursue its other remedies available to them through this Agreement or the courts of the Province of British Columbia, then, upon either Party giving written notice (the "Arbitration Commencement Notice") to the other Party, such dispute will be settled exclusively by binding arbitration. The arbitration will be governed by the Commercial Arbitration Act (British Columbia) except with the following changes: The arbitration will be performed by a single arbitrator. The seat of the arbitration will be British Columbia and the location of the arbitration will be Vancouver, British Columbia. The arbitrator will be selected within 5 Weekdays after a party delivers an Arbitration Commencement Notice, and the arbitration will be conducted in accordance with the British Columbia Domestic Commercial Arbitration Rules (the "Rules"), except that the provisions of this Agreement will prevail over the Rules. The parties will share equally in the fees and expenses of the arbitrator and the cost of the facilities used for the arbitration hearing, but will otherwise each bear their respective costs incurred in connection with the arbitration. Depositions will not be allowed, but information may be exchanged by other means. The parties will use their best efforts to ensure that an arbitrator is selected promptly and that the arbitration hearing is conducted no later than 20 Weekdays after the arbitrator is selected. The arbitrator must decide the dispute in accordance with the substantive law (statutory, common law, and equitable law) which would govern the dispute if it were litigated in a British Columbia court under British Columbia law and, if requested by a party to the dispute, must specify a rectification period for a default or breach of this Agreement. Following the arbitration hearing and within 10 Weekdays of such hearing, the arbitrator must issue his or her written decision, including a summary of the factual and legal basis for such decision. This requirement does not, however, mean that the arbitrator's decision is reviewable by a court for errors of law or fact.

The decision of the arbitrator will be final and binding on both parties. Judgement upon the decision may be entered in any court of competent jurisdiction.

7.4 Exception

Despite any of the terms of Section 7.1 - 7.3 above, either Party may:

- (a) prior to delivering or receiving an Arbitration Commencement Notice (but not afterwards), commence an action against the other party for non-payment of any amount owing under this Agreement without having to first complete the dispute resolution procedures described in Sections 7.1 - 7.3 above, and
- (b) at any time seek preliminary or temporary specific performance, injunctive relief, and declaratory relief from a court if, in their sole judgment, such action is necessary to avoid irreparable harm or to preserve the status quo.

Where a party seeks relief as described in paragraph 7.4(b), then both parties will remain bound to continue and complete the dispute resolution procedures described in Section 7.1 - 7.3 above and the relief sought from the court will expressly exclude any award or order which would render the dispute resolution procedures under Sections 7.1 - 7.3 moot.

7.5 Cancellation without Cause

s.21(1)

s.21(1)

The cancellation will then become effective upon the date set out in the notice and subject always to those obligations and liabilities which by their nature are

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Intended to survive the cancellation of this Contract including without limitation and by way of example only the obligations on the City to return all access fobs to MODO and the obligation of the City to pay for all bookings made prior to the effective date of such cancellation, and MODO's obligations to pay all debts then due and to reimburse the City for all liabilities whether due and accrued or not up to and following the effective date of cancellation.

7.6 Applicable Law/Courts

This Contract will be governed by the laws of British Columbia and the parties now irrevocably submit (i.e. attorn) to the exclusive jurisdiction of the Courts of British Columbia.

7.7 City's Remedies Upon MODO's Default

(a) Default - Defined

Subject to Section (b) below, default (a "Default") will occur under this Contract if MODO breaches any of its obligations under this Contract (including for further certainty, MODO's obligations under Appendix D [Insurance Requirements] and the breach is not cured within 15 calendar days after written notice from the City specifying the nature of the breach.

(b) Limited Extension for Non-Monetary Breaches

Despite Section (a), if the breach is not a breach of an obligation to pay money and is of a nature that,

- (i) with reasonable resources and diligence, would require more than 15 days to remedy, then MODO will not be in Default if it, immediately after receiving notice of the breach, embarks on a diligent and continuous remedy of the breach, or
- (ii) is not capable of being remedied (such as by way of example only a breach of an obligation not to disclose Confidential Information) then MODO will be in Default but the City's remedies for such a Default will expressly exclude the right to cancel this Contract.

(c) Default Remedies

If a Default occurs, the City may, in any order that it chooses, do any one or more of the following:

- (i) demand payment of any amounts due and unpaid,
- (ii) sue MODO for the amount of money due,
- (iii) take proceedings or any other legal steps to compel MODO to comply with this Contract,
- (iv) where MODO is in breach of an obligation to properly perform any obligation in respect of this Contract, the City Engineer may remedy the breach and MODO will then promptly reimburse the City's commercially reasonable costs of doing so plus 15% on account of the City's associated administrative costs,

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- (v) subject to Section (b), within 15 calendar days after the City has given a separate written notice of its intention to cancel this Contract, the City may cancel this Contract on 30 days' prior written notice to MODO.
- (d) Effect of Cancellation

Cancellation under Section (c)(v) will,

 - (i) result in this Contract being deemed to expire concurrently with the expiry of the 30 day period,
 - (ii) concurrently with such expiry, result in cancellation of all of MODO's rights and privileges under this Contract,
 - (iii) not relieve MODO or the City of any of their respective obligations which, under this Contract, survive the expiry of same, and
 - (iv) be without liability to MODO in any respect for such cancellation.

7.8 Unavoidable Delay

- (a) Subject to the exceptions set out in Section (c), time periods for the City's and MODO's performance under this Contract will be extended for periods of time during which their performance is delayed or prevented due to an Unavoidable Delay.
- (b) An "Unavoidable Delay" means any circumstances beyond the parties' reasonable control such as, for example, Abnormal Weather, strikes/lockouts, governmental action, acts of God, war, or other strife. However, despite the preceding sentence, an "Unavoidable Delay" does not include any of the following:
 - (i) lockouts, strikes or other disputes between MODO and its employees, between MODO's Contractors and their respective employees, or between MODO's MODOs and their respective employees, and for further certainty, the City is not one of MODO's MODOs under this Section (i),
 - (ii) delays by common carriers supplying goods or services necessary for MODO to carry out its obligations under this Contract, where other carriers are available at commercially reasonable prices,
 - (iii) unfavourable weather conditions (except for Abnormal Weather and acts of God) of any kind (given that MODO and the City are familiar with the weather conditions in and around Vancouver and will change the type of operation or equipment as required to suit the weather conditions), or
 - (iv) mechanical failures or breakdowns of MODO Vehicles, except to the extent caused by Abnormal Weather, vandalism, acts of God, war, or other strife.

This Section (d) does not apply to the performance of obligations to pay money.

- (c) Whenever MODO or the City is aware of an event or any circumstance which constitutes or could constitute an "Unavoidable Delay", the party aware of the same will promptly provide the other party with a written notice of:
 - (i) the particulars of the cause of any expected Unavoidable Delay,

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- (ii) the expected length of the Unavoidable Delay,
- (iii) steps that the party aware of same intends to take to mitigate or overcome any delays caused by the actual or expected Unavoidable Delay.

7.9 Reservation of Rights to Damages

Nothing in this Part VII (other than Section 7.8 [Unavoidable Delay] and Section 7.7 [MODO's Remedies Upon Breach by the City]) will be interpreted so as to restrict or limit the City's remedies for the recovery of, or MODO's liability for, all Losses arising from a breach by MODO of this Contract, all of which are expressly reserved, despite any other term of this Contract, and whether or not the Losses arising from such breach constitute a Default.

7.10 MODO's Remedies Upon Breach by the City

The City now acknowledges and agrees that MODO reserves to itself all remedies at law and in equity, and in any order or combination, for any breach by the City of the City's obligations under this Contract, subject only to the following:

- (a) MODO may not set-off, deduct or abate any of its payments to the City except after:
 - (i) the arbitrator, pursuant to Section 7.3 [Arbitration], has made an award requiring a payment by the City to MODO, or
 - (ii) a court of competent jurisdiction has made an order requiring a payment by the City to MODO,
 - (iii) and in any event, no stay of proceedings or other legal order barring the set-off, abatement or deduction has been issued by a court of competent jurisdiction. Despite the above, MODO may not exercise any of its rights under this Section (a) if it is bankrupt or insolvent.
- (b) Where the City's breach of any obligation under this Contract causes MODO to be in breach of an obligation under this Contract, then MODO will not be liable for such breach to the extent that same is attributable to the City's breach and MODO is now released from all liability to the City in this regard.

**PART VIII
CONTRACT ADMINISTRATION/NOTICE**

8.1 Assignment

MODO may not assign its interest in this Contract without the prior written consent of the City.

8.2 Amendments

Any amendments to the Contract must be delivered in writing and signed by both Parties.

8.3 Severability

If any single part of this Contract is found to be legally ineffective it shall not affect the validity of the rest.

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FORM OF AGREEMENT**

8.4 Emergency Service Contact

MODO agrees to continuously maintain and staff the emergency roadside telephone contacts.

8.5 Notice

Except for communications expressly contemplated to be made by phone or internet all notices and other communications under this Agreement will be sufficiently given if sent by courier, fax, or e-mail to the following civic/e-mail addresses/fax numbers:

(a) to the City:

City of Vancouver
Engineering Services,
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4.

Attention: General Manager of Engineering Services
Fax: (604) 871-6119
E-mail:

(b) with a copy to:

City of Vancouver
453 West 12th Avenue
Vancouver, British Columbia V5Y 1V4

Attention: Director of Legal Services
Fax: (604) 873-7445
E-mail:

(c) to MODO:

Co-Operative Auto Network, dba
MODO The Car Co-Op
470 Granville St., Unit 200
Vancouver, BC V6C 1V5


Attention: Phil Baudin, Finance Director
Fax: 604-685-1353
E-mail: phil.baudin@modo.coop

and the communication will be deemed to have been received at the time stated on the courier waybill, the fax confirmation, or recipient's computer server, provided that, in the case of a courier delivery, it is made during Business Hours, and in the case of a fax there is no message sent out from the recipient's fax machine that the communication was incomplete or not properly received, and in the case of an e-mail the recipient's computer does not issue an "auto-reply" stating that the recipient is not currently reading their e-mail messages.

PS20140688 - CAR SHARING SERVICES
FORM OF AGREEMENT

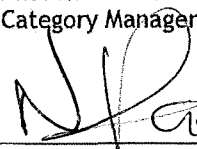
TO CONFIRM THEIR INTENT TO BE LEGALLY BOUND BY THIS AGREEMENT, each party has authorized its authorized signator(ies) to sign and deliver this Agreement effective as of the Effective Date as set out below:

CITY OF VANCOUVER, by its authorized signator(ies):


Andrew Matterson,
Category Manager

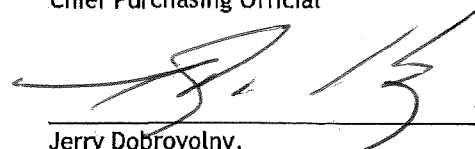
Date

Feb 15 / 2016


Nick Kassam,
Chief Purchasing Official

Date

FEB 15 / 2016

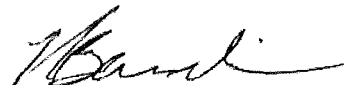

Jerry Dobrovolsky,
General Manager Engineering Services

Date

Feb 15, 2016

CO-OPERATIVE AUTO NETWORK, dba MODO The Car Co-Op, by its authorized signatory:

NO LONGER WITH MODO
Nathalie Baudoin,
Chief Executive Officer


Phil Baudin,
Finance Director

& ACTING C.E.O

**CAR SHARING SERVICES AGREEMENT
APPENDIX A - DEFINED TERMS**

In this Contract, the following phrases and words have the following meanings:

1. Abnormal Weather

Means temperature, precipitation, wind, or other weather condition which in any two week period, differs from the statistical average for that condition by more than one standard deviation, calculated based on relevant data from Environment Canada, but for further certainty, expressly excludes an isolated weather-related act of God such as a hurricane or flood.

2. Business Hours

The hours of between 7:00 AM and 5:00 PM on any weekday.

3. Car Sharing Fleet

MODO Vehicles and, where applicable, the City Marked Vehicles.

4. City Designated Parking Spots

Parking spots located at the City Hall campus or other locations licensed to MODO from time to time pursuant to Appendix F [City Designated Parking Spots Licence] specifically for the purpose of parking MODO Vehicles for car sharing by the City's Drivers and other drivers authorized by MODO.

5. City's Car Share Policy

The document entitled "City's Car Share Policy" dated, February 1, 2016 and approved in writing by the City and MODO concurrently with the execution of this Contract, as amended or replaced from time to time in accordance with the requirements referred to in Section 4.1, including the requirement that any changes to same be first approved by MODO's and the City's legal and insurance advisors.

6. City Driver Parking Spots

Has the meaning as defined in Section 3.2(d) [MODO Vehicle Priority/Availability/Notice of Change].

7. City's Driver or City's Drivers

All employees as well as any others the City's Program Administrator deems authorized to utilize MODO vehicles pursuant to this Contract, as well as those authorized in the event of a major disaster pursuant to Section 3.2(h).

8. City Marked Vehicles

The motor vehicles owned or leased by the City and added by the City into the Car Sharing Fleet, some of which may be used as Ride Share Vehicles some of the time, but excluding MODO Vehicles.

**CAR SHARING SERVICES AGREEMENT
APPENDIX A - DEFINED TERMS**

9. Confidential Information

Has the meaning set out in Appendix G [Intellectual Property/Privacy].

10. Contract Price

Collectively or individually depending on the context, the price or prices payable for the various car sharing services as set out in Appendix B [Price List].

11. Default

Has the meaning set out in Section 7.7 [City's Remedies Upon MODO's Default].

12. Driver Eligibility Conditions

The criteria agreed upon between the City and MODO from time to time for approving or cancelling the approval of any City's Drivers, all as initially set out in Appendix D [Driver Eligibility Conditions].

13. Effective Date

Is the date set out at the beginning of this Contract.

14. Fleet Utilization Rate

Has the meaning as defined in Section 3.2(d) [MODO Vehicle Priority/Availability/Notice of Change].

15. GHG Credits

Has the meaning set out Section 2.4 [Greenhouse Gas Reduction Credits or Offsets].

16. Laws and Regulations

All applicable laws, rules, regulations, ordinances, codes, by-laws, and orders of any and all governmental bodies, agencies, and courts having jurisdiction as amended or replaced from time to time.

17. Losses

In respect of any matter, all

- (a) direct and indirect, as well as
- (b) consequential,

losses, damages, liabilities, deficiencies, costs and expenses (including without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement, whether from a third person or otherwise).

**CAR SHARING SERVICES AGREEMENT
APPENDIX A - DEFINED TERMS**

- 18. MODO Vehicles**
The motor vehicles utilized by MODO from time to time for the purposes of providing car sharing services to its members and other clients, but excluding City Marked Vehicles.
- 19. Overnight Bookings**
The period starting 8pm to 8am, Monday to Friday.
- 20. Privacy Legislation**
Those portions of Laws and Regulations as described in Appendix G [Intellectual Property/Privacy].
- 21. Ride Share Agreement**
The agreement required to be signed by Ride Share Users as a condition of using City Marked Vehicles as Ride Share Vehicles.
- 22. Ride Share Booking**
The booking of Ride Share Vehicles.
- 23. Ride Share Vehicles**
City Marked Vehicles when being utilized in the City's "Ride Share" program to permit employees to car-pool to and from work.
- 24. Ride Share User**
A City's Driver who has signed a Ride Share Agreement and is using a City Marked Vehicle as a Ride Share Vehicle.
- 25. System**
Has the meaning set out in Appendix G [Intellectual Property/Privacy].
- 26. Term**
Has the meaning set out in Section 1.4 [Term of Contract].
- 27. Unavoidable Delay**
Has the meaning set out in Section 7.8 [Unavoidable Delay].
- 28. Weekday Evenings or Business Evenings**
Any Monday through Thursday evening.

**CAR SHARING SERVICES AGREEMENT
APPENDIX A - DEFINED TERMS**

29. Weekdays

Any day that is not a Saturday or Sunday. For further certainty, due to MODO's tracking software a Weekday expressly includes any Monday, Friday, or other day even though it is a "holiday" as defined in the Interpretation Act (British Columbia) and might otherwise be considered part of a Weekend.

30. Weekends

The period starting at 12:01 AM Saturday and ending at 11:59 PM Sunday. For further certainty, due to MODO's tracking software a Weekend expressly excludes any Monday, Friday, or other day even though it is a "holiday" as defined in the Interpretation Act (British Columbia) and might otherwise be considered part of a Weekend.

31. Premium Vehicles

Premium vehicles currently include cargo vans and 8-passenger minivans. From time to time, MODO may designate a new class of vehicle or premium vehicle that will be charged at premium rates.

32. Site

Has the meaning as defined in Section 3.2(d) [MODO Vehicle Priority/Availability/Notice of Change].

s.21(1)

Table 1: Vehicle Usage Fees

Type	Hourly Fee	Daily Maximum Seven (7) hours per twenty-four	Km Included and charge for additional Km (Quantity & Amount)
Weekdays & Evenings	s.21(1)		
Weekends	s.21(1)		
Overnight	s.21(1)		
Premium Vehicles	s.21(1)		
Minimum Charge	s.21(1)		
Fuel surcharge	s.21(1)		
Insurance Coverage	s.21(1)		
Optional Coverage	s.21(1)		

Table 2: Other Fees

Type	Fee
Annual Membership	s.21(1)
Driver Registration	
Booking	
Local Bridge Tolls	
Telephone Support	
Interest on Overdue Accounts	

Table 3: Fines and Infringements

Type	Fee
Cancellations	s.21(1)
No shows	s.21(1)
Late charge	s.21(1)
Leaving vehicle unsecured	s.21(1)
Replacement fob/ access card	
Gas left below 1/4 in tank	
Replacement fuel card	
Vehicle interior left dirty	s.21(1)
Smoking in vehicle	s.21(1)
Mis-parking/ getting towed	s.21(1)
Drained battery	s.21(1)
Leaving electric vehicle unplugged	s.21(1)
Small repairs where member responsible	s.21(1)

Table 4: Fleet Management (City-owned vehicles)

Type	Fee
Initial system setup	s.21(1)
Fleet Management Hardware cost	
Installation cost	
Removal cost	
Roadside Assistance	

Fleet Management Service (for City Marked Vehicles only)	s.21(1)
Vehicle Cleaning Fee	s.21(1)

**CAR SHARING SERVICES AGREEMENT
APPENDIX C - DRIVER ELIGIBILITY CONDITIONS**

The City and MODO now agree that the following criteria will be used to assess the eligibility of proposed City's Drivers under this Agreement until changed by mutual written consent of the parties:

- A valid Driver's licence, N or better
- A minimum age of 19 years
- 2 or fewer traffic violations in the last three years
- No at-fault accidents in the past three years or ICBC discount of 35% or higher, and
- No driving convictions under the Canadian Criminal Code or serious violations of any provincial driving legislation such as the Motor Vehicle Act

**CAR SHARING SERVICES AGREEMENT
APPENDIX D - INSURANCE REQUIREMENTS**

1.0 General

1.1 General Scope/Policy Limit Requirement

Without limiting any of its obligations or liabilities under this Contract, MODO and its Contractors will obtain and continuously carry during the Term, the following insurance coverages with minimum limits of not less than those shown in the respective items set out below.

1.2 MODO Solely Liable for Premiums/Deductibles

MODO will pay all premiums and deductible costs for all insurance required to be affected under this Contract, provided always that under no circumstances does the payment of such premiums give MODO any interest in the proceeds of such insurance or any control over such policies as they relate to the City's interests.

1.3 Insurer Requirements

All policies must be written with companies licensed to do business in British Columbia with a financial rating of VIII or better and a policy holder's rating of A- or better in the latest edition of Best Rating Guide on Property and Casualty Insurance Companies, or otherwise acceptable to the City's Director of Risk Management.

1.4 Director of Risk Management Approval Required

All insurance policies must be in a form acceptable to the City's Director of Risk Management. Self-funded, policy fronting or other non-risk transfer insurance mechanisms are not permitted.

1.5 Insurer Notice Requirements

With the exception of any motor vehicle liability insurance policies issued by the Insurance Corporation of British Columbia, all insurance policies must provide the City with sixty (60) days' prior written notice of material change, replacement or cancellation. Notice must identify the Contract title, number, policy holder, and be delivered in accordance with Section 31 [Notices]. All property insurance policies where the insurer could under any circumstances have any claim by subrogation against the City or its officers, officials, employees and agents, must contain a clause that waives the insurer's right of subrogation against the City and its officers, officials, employees, and agents.

(a) City Requirements Not Exhaustive

- (i)** MODO and each of its Contractors will provide at its own cost any additional insurance which it is required by any applicable Laws & Regulations to provide or which it considers necessary.

**CAR SHARING SERVICES AGREEMENT
APPENDIX D - INSURANCE REQUIREMENTS**

1.6 Insurance Requirements Independent of Other Covenants

Neither the providing of insurance by MODO in accordance with these requirements nor the insolvency, bankruptcy or the failure of any insurance company to pay any subsequent claim will be held to relieve MODO from any other provisions of this Contract with respect to the liability of MODO or otherwise.

1.7 All Coverage Primary

The insurance coverage will be primary insurance as respects the City. Any insurance or self-insurance maintained by or on behalf of the City, its officers, officials, employees or agents will be excess of this insurance and will not contribute with it.

1.8 MODO Duty of Good Faith

MODO will properly disclose all risks in each insurance application, ensure that it does not violate or void any policy and will otherwise comply at all times with the requirements of the insurers and underwriters.

1.9 City Remedy on Default

If at any time MODO fails to provide a certificate of insurance or certified copies of all insurance policies as required in Section 2.1 below, the City may (but is not obligated to or liable for the manner in which it does so), effect such insurance on behalf of MODO and the cost of doing so will be paid by MODO to the City upon request and, in any event, within 5 Weekdays of such a request.

2.0 Evidence of Insurance

2.1 MODO to Provide Policy/Certificates

MODO will provide the City with evidence of all required insurance to be taken out in the form of a detailed Certificate of Insurance supported by certified copy of each policy. The certificate of insurance must identify this Contract's title, Effective Date, policy holder and contract subject-matter and must not contain any disclaimer whatsoever. At all times thereafter, during the Term, MODO agrees to comply with all of its obligations under such policies. Proof of insurance, in the form of a certificate of insurance or certified copies of all insurance policies will be made available to the City's Director of Risk Management at any time upon request.

2.2 Obligations Extend to Contractors

MODO will provide in its Contracts with its Contractors clauses in the same form as those set out in this Appendix D. Upon request, MODO will deposit with the City's Director of Risk Management detailed certificates of insurance for the policies it has obtained from its Contractors and a copy of the insurance requirements from each Contractor's contract with MODO.

**CAR SHARING SERVICES AGREEMENT
APPENDIX D - INSURANCE REQUIREMENTS**

3.0 Commercial General Liability Insurance

3.1 Commercial General Liability Insurance

MODO will maintain commercial general liability insurance in sufficient amounts and description to protect MODO, its Contractors, the City and its respective officers, officials, employees, and agents against claims for damages, personal injury including death, bodily injury and property damage which may arise under this Contract.

3.2 Commercial General Liability Policy Limit

The limit of commercial general liability insurance must be not less than five million dollars (\$5,000,000) per occurrence inclusive for personal injury, death, property damage losses and loss of use of property and in the aggregate with respect to products and completed operations.

3.3 Required Period of Commercial General Liability Coverage

The commercial general liability insurance must be in effect for the period of time commencing with the Effective Date and continuing for the entire duration of the Term and any mutually agreed upon extensions or renewals.

3.4 Required Extensions of Commercial General Liability Coverage

The commercial general liability policy of insurance will:

- (a) be on an occurrence form,
- (b) add the City, its officials, officers, employees and agents as additional insureds, with respect to its liability arising out of MODO's operations pursuant to this Contract,
- (c) contain a cross-liability or severability of interests clause, and
- (d) extend to cover non-owned automobile, contingent employer's liability, blanket contractual liability, contractor's protective liability, broad form property damage, broad form completed operations and operations of attached machinery.

3.5 Deductibles Limit

The deductible on commercial general liability insurance must not exceed \$5,000.

4.0 Motor Vehicle Liability Insurance

4.1 Scope, Limit and Duration Requirements

Motor vehicle liability insurance for all owned and leased motor vehicles with limits of five million dollars (\$5,000,000) inclusive for accidental injury to or death of one or

**CAR SHARING SERVICES AGREEMENT
APPENDIX D - INSURANCE REQUIREMENTS**

more persons or damage to or destruction of property as a result of any one accident. Where the policy has been issued pursuant to a government operated automobile insurance system, MODO will provide the City's Director of Risk Management with confirmation of the automobile insurance coverage for all automobiles registered in the name of MODO and its Contractors.

4.2 Limited Exception

Despite the above, MODO is not responsible for insuring any motor vehicles owned by the City.

5.0 Property Insurance

5.1 All Risk Property Insurance

MODO will maintain an all risks property insurance policy covering all property (other than motor vehicles) utilized by MODO for the purposes of this Contract and property of every description owned by MODO and others for whom MODO may have assumed responsibility, including all City Designated Parking Spots utilized by MODO pursuant to Appendix G [City Designated Parking Spots Licence].

5.2 All Risk Property Policy Limit

The all risks property insurance must have a policy limit of not less than the full replacement cost value of the insured property.

5.3 Required Period of All Risks Property Insurance Coverage

The all risks property insurance must be in effect for the period of time commencing with the Effective Date and continuing for the entire duration of the Term.

5.4 Required Scope of All Risks Property Coverage

The all risks property insurance must cover loss or damage caused by fire, earthquake, flood and other perils customarily provided on an "All Risk (Broad Form) Property Insurance" form.

5.5 Prior Approval Required For Co-Insurance

Any "stated amounts co-insurance clause" or "percentage type co-insurance clause" must be in a form specifically approved in writing by the City's Director of Risk Management.

5.6 Deductible Limit

The deductible on each all risks policy must not exceed \$5,000.

5.7 Loss Payee Clause

The loss payable clause must state that the proceeds of any claim against insurers be payable to the City (with respect to the City Designated Parking Spots only) and MODO as their interests may appear.

5.8 Waiver of Subrogation Clause

The insurer must waive all rights which it may acquire by payment of a claim to recover the paid amount from MODO's affiliates or any of their respective directors, officers, officials, employees or agents (i.e. a "waiver of subrogation"). All property insurance policies of any kind carried by MODO must also contain such a waiver of subrogation by the insurer in favour of the City and all City's Drivers and others for whom the City may in law be responsible (whether or not such property insurance is carried as a requirement of this Contract).



LICENCES & INSPECTIONS DEPARTMENT

515 West 10th Avenue

Vancouver, BC Canada V5Z 4A8

Within Vancouver, phone: 3-1-1

Outside Vancouver, phone: 604-873-7000

MODO

Modo Co-Operative

470 GRANVILLE ST Unit 205

Vancouver, BC CAN V6C 1V5

2016

Licence # 16-134886

BUSINESS LICENCE

Issued November 09, 2015

Expires December 31, 2016

Business Licence Holder:

Modo Co-Operative

Business Type: OF - Office

Business Trade Name:

MODO

Subtype: Administration

Located At: 470 GRANVILLE ST Unit 205

BL Renewal Fee \$136.00

Total Fee paid \$136.00

CAR SHARE PROGRAM

*ALL VEHICLES MUST BE PARKED AT AN APPROVED LOCATION.

The above named is hereby licensed to carry on the business, trade, profession or other occupation stated herein. In issuing this licence the City does not represent or warrant compliance with other City of Vancouver by-laws. The licensee is responsible for ensuring compliance with all relevant by-laws of the City and additional approvals may be required provincially or federally. If this licence has been issued in conjunction with a time-limited Development Permit, this licence will not be valid if the Development Permit has expired and has not been extended. This licence must be posted upon the licensed premise and is valid at this address only.

**Assessment Department****Mailing Address**

PO Box 5350
Station Terminal
Vancouver BC V6B 5L5

Location

6951 Westminster Highway
Richmond BC
V7C 1C6
www.worksafebc.com

Clearance Section

Telephone 604 244 6380
Toll Free within Canada
1 888 922 2768
Fax 604 244 6390

City of Vancouver
453 West 12th Avenue
VANCOUVER, BC V5Y 1V4

September 09, 2015

Person/Business : MODO CO-OPERATIVE

s.21(1)

We confirm that the above-mentioned account is currently active and in good standing.

This firm has had continuous coverage with us since March 02, 2015 and has satisfied assessment remittance requirements to July 01, 2015.

The next payment that will affect this firm's clearance status is due on October 20, 2015.

This information is only provided for the purposes of Section 51 of the *Workers Compensation Act*, which indicates that a person using a contractor or subcontractor to perform work may be responsible for unpaid assessments of the contractor or subcontractor.

Employer Service Centre
Assessment Department

s.21(1)

s.21(1)

Now you can report payroll and pay premiums online.

Visit www.worksafebc.com

Please refer to your account number in your correspondence or when contacting the Assessment Department.

To alter this document constitutes fraud.

CAR SHARING SERVICES
APPENDIX E - CERTIFICATE OF INSURANCE



GENERAL CERTIFICATE OF INSURANCE

Section 8 b) - City staff to select the required # of days Written Notice before sending out for completion
Section 2 through 8 - to be completed and executed by the Insurer or its Authorized Representative

1. THIS CERTIFICATE IS ISSUED TO: City of Vancouver, 453 W 12th Avenue, Vancouver, BC, V5Y 1V4
and certifies that the insurance policies as listed herein have been issued to the Named Insured(s) and are in full force and effect as of the effective date of the agreement described below.
2. NAMED INSURED: (must be the same name as the Permittee/Licensee or Party(ies) to Contract and is/are either an individual(s) or a legally incorporated company(ies))
MOOD CO-OPERATIVE
MAILING ADDRESS: 200-470 GRANVILLE ST. VANCOUVER V6C 1V5
LOCATION ADDRESS: 11
DESCRIPTION OF OPERATION, CONTRACT, AGREEMENT, LEASE, PERMIT OR LICENSE:
CAR SHARING CO-OPERATIVE
3. PROPERTY INSURANCE containing a Waiver of Subrogation Clause in favour of the City of Vancouver.
(All Risks Coverage including Earthquake and Flood) INSURED VALUES: (Replacement Cost)
INSURER: s.21(1) Building and Tenants' Improvements: \$ _____
TYPE OF COVERAGE: All Risks Contents and Equipment: \$ s.21(1)
POLICY NUMBER: s.21(1) Deductible Per Loss: \$ _____
POLICY PERIOD: From s.21(1)
4. COMMERCIAL GENERAL LIABILITY INSURANCE (Occurrence Form)
including the following extensions: LIMITS OF LIABILITY: (Bodily Injury and Property Damage inclusive)
✓ Personal Injury Per Occurrence: \$ s.21(1)
✓ Products and Completed Operations Aggregate: \$ _____
✓ Cross Liability or Severability of Interest All Risk Tenants' Legal Liability: \$ _____
✓ Employees as Additional Insureds Deductible Per Occurrence: \$ _____
✓ Blanket Contractual Liability
INSURER: s.21(1)
POLICY NUMBER: s.21(1)
POLICY PERIOD: From s.21(1)
5. AUTOMOBILE LIABILITY INSURANCE for operation of owned and/or leased vehicles
INSURER: ICBC LIMITS OF LIABILITY:
POLICY NUMBER: _____ Combined Single Limit: \$ 5,000,000.00
POLICY PERIOD: From _____ to _____ If vehicles are insured by ICBC, complete and provide Form APV-47.
6. ☐ UMBRELLA OR ☐ EXCESS LIABILITY INSURANCE LIMITS OF LIABILITY: (Bodily Injury and Property Damage inclusive)
INSURER: _____ Per Occurrence: \$ _____
POLICY NUMBER: _____ Aggregate: \$ _____
POLICY PERIOD: From _____ to _____ Self-insured Retention: \$ _____
7. OTHER INSURANCE (e.g. Boiler & Machinery, Business Interruption, Crime, etc.) - Please specify Name of Insurer(s), Policy Number, Policy Period, and Limit

CAR SHARING SERVICES
APPENDIX E - CERTIFICATE OF INSURANCE

B. POLICY PROVISIONS:

Where required by the governing contract, agreement, lease, permit or license, it is understood and agreed that:

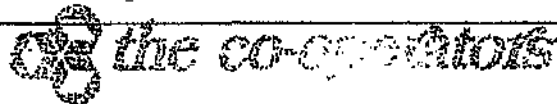
- a) The City of Vancouver, its officials, officers, employees, servants and agents have been added as Additional Insureds with respect to liability arising out of the operation of the Named Insured pursuant to the governing contract, agreement, lease, permit or license;
- b) SIXTY (60) days written notice of cancellation or material change resulting in reduction of coverage with respect to any of the policies listed herein, either in part or in whole, will be given by the Insurer(s) to the Holder of this Certificate; the exception is cancellation for non-payment of premiums in which case the applicable statutory conditions will apply;
- c) The insurance policy (policies) listed herein shall be primary with respect to all claims arising out of the operation of the Named Insured. Any insurance or self-insurance maintained by the City of Vancouver shall be in excess of this insurance and shall not contribute to it.

SIGNED BY THE INSURER OR ITS AUTHORIZED REPRESENTATIVE

PRINT NAME OF INSURER OR ITS AUTHORIZED REPRESENTATIVE, ADDRESS AND PHONE NUMBER

Dated:

Sept 8 2015



6564 CAMBIE ST VANCOUVER BC V5Z3A2

tel: 604-325-2277 | Fax: 604-325-3160

vancouver_cambie@cooperators.ca

CAR SHARING SERVICES
APPENDIX F - CITY DESIGNATED PARKING SPOTS LICENCE

1. Grant of Licence/Term

Subject always to the other terms and conditions of this Contract and this Licence, the City now grants to MODO a non-exclusive licence ("Licence" or "City Designated Parking Spots Licence") to use the City Designated Parking Spots for the purpose only of parking MODO Vehicles for business use by the City's Drivers during the Term (as defined in this Contract), PROVIDED ALWAYS THAT this Licence will automatically be cancelled or extended along with any cancellation or extension of the Term of this Contract generally.

2. Licence Fee/City Designated Parking Spots

(a) Licence Fee

s.21(1)

(b) City Designated Parking Spots

The City will allocate the City Designated Parking Spots from time to time during the Term to MODO under this Licence and each party now agrees that the City Designated Parking Spots MODO be moved or deleted at any time and from time to time by the City with respect to all or any combination of the City Designated Parking Spots on giving MODO at least 20 Weekdays' prior written notice and all or any number of City Designated Parking Spots may be deleted by MODO at any time and from time to time on giving the City at least 14 Weekdays' prior written notice. Additional City Designated Parking Spots may be added at any time on the mutual agreement of both parties. All such changes will be recorded in writing by the parties and such recorded changes will be deemed to automatically amend this Licence accordingly (even if no formal amendment is signed).

(c) Pro-rating of Fee

The City will refund MODO a proportionate amount of the monthly fee in relation to any cancellation by the City or MODO of a City Designated Parking Spot.

3. No Assignment

The rights granted to MODO regarding the City Designated Parking Spots are personal to MODO and MODO may not assign, license, part with, or otherwise transfer these rights without the prior written consent of the City, which consent may be unreasonably or arbitrarily withheld.

4. City Designated Parking Spots Licensed "As Is"

MODO acknowledges that the City has made no representations or warranties as to the state of repair of the City Designated Parking Spots, the safety of the City Designated Parking Spots, the location of any utilities or City works thereon, the stability or state of the soil thereon, or the suitability of the City Designated Parking Spots for any business, activity or purpose whatsoever. The City shall not be obliged to furnish any services or facilities or to make repairs or alterations in or to the City Designated Parking Spots.

5. No Damage

MODO shall, at MODO's cost:

- (i) not permit or suffer waste or injury to the City Designated Parking Spots or any part thereof and shall not use or occupy or permit to be used or occupied the City Designated Parking Spots or any part thereof for any unlawful purpose;
- (ii) maintain the City Designated Parking Spots in a sanitary, neat, tidy and safe condition and free from nuisance at all times;
- (iii) not release, dump, spill or place, or allow to be released, dumped, spilled or released on the City Designated Parking Spots any waste or hazardous waste (as defined in the Environmental Management Act (British Columbia), as amended), or any toxic substance (as defined in the Canadian Environmental Protection Act, 1999 (Canada), as amended) or any matter which the British Columbia Ministry of Environment considers a risk to the environment or to human health; and
- (iv) repair any damage caused to the City Designated Parking Spots by MODO or its officials, officers, agents, employees, contractors or subcontractors to the satisfaction of the City (including damage caused by City's Drivers while operating a MODO Vehicle, but excluding damage caused by the City or by its City's Drivers when not operating a MODO Vehicle).

6. Indemnity

MODO shall release, indemnify and save harmless the City and its officials, officers, agents and employees from all costs, losses, damages, builder's liens, compensation and expenses of any nature whatsoever relating to or arising from MODO's occupation and/or use of the City Designated Parking Spots and from all actions, claims, demands, suits and judgments against the City or its officials, officers, agents and employees on account of injury or death occurring in or about the City Designated Parking Spots and damage to or loss of property occurring in or about the City Designated Parking Spots or relating to or arising from MODO's occupation and/or use of the City Designated Parking Spots (including claims under the Occupier's Liability Act).

7. Builder's Liens

MODO shall not permit any builders or similar liens, charge or encumbrance to be registered on title to the City Designated Parking Spots. If any such liens, charge or encumbrance are registered on title to the City Designated Parking Spots, MODO shall immediately pay into court or otherwise the amount required to discharge same.

8. Licence Only - No Interest in Land

It is the express intention of the City and MODO that the granting of this Licence will not create between the City and MODO a landlord and tenant relationship. It is specifically agreed that this Agreement does not grant an interest in land to MODO.

**CAR SHARING SERVICES
APPENDIX G - INTELLECTUAL PROPERTY/PRIVACY**

1. Specially Defined Terms

In this Appendix I, the following terms have the following meanings:

- (a) "Confidential Information" means all information, documentation or knowledge, in any form, not generally known to the public, obtained directly or indirectly from the other party to this Contract, or any one of them, during the Term of this Contract, including:
 - (i) personal information about an identifiable individual, including but not limited to employee names, addresses and identification numbers;
 - (ii) proprietary information including, but not limited to, the System, and any other software, source code, patent, trademark, copyright, trade name or trade secrets;
 - (iii) financial information; and
 - (iv) any other similar information that exists or may arise in the future.
- (b) "Privacy Legislation" means,
 - (i) with respect to the City, the Freedom of information and Protection of Privacy Act (British Columbia), and
 - (ii) with respect to MODO, the Personal information Protection and Electronic Documents Act (Canada).
- (c) "System" means the hardware, software, and related physical media and intellectual property installed by MODO on City Marked Vehicles or utilized by MODO in its MODO Vehicles including MODO's "On Board Technology" and all ancillary documentation (such as instructions, reports, and Trip Logs) as well as all enhancements and additions to or replacements to same made by MODO in performing the services under this Contract.

2. Grant of Licence

MODO now grants to the City and the City hereby accepts from MODO a non-exclusive license to use the System but only during the Term. The City acknowledges and agrees that the System is the exclusive property of MODO and that this Contract does not grant to the City any right, title, or interest in the System.

3. Intellectual Property Indemnity

MODO will indemnify and protect and save the City harmless from and against all Losses including economic loss arising from any infringement or alleged infringement of any copyright, patent, trademark, industrial design, trade secret or other intellectual property rights of any third party, or of any obligation of confidentiality, in connection with the System or MODO's services under this Contract.

4. Privacy/Confidentiality

The Parties agree to use commercially reasonable efforts to:

- (a) comply with all applicable Privacy Legislation, and
- (b) not disclose, directly or indirectly, any Confidential Information to any person at any time, either during or after the Term of this Contract except as necessary for the performance of its obligations under this Agreement, as authorized in writing by the parties, or as required by law.

For further certainty, the parties agree that all Confidential Information which is the personal information of the City's Drivers but which is collected by MODO pursuant to a SIAC (as opposed to being collected under this Agreement) will not be disclosed by MODO to the City for any purposes under this Agreement or otherwise except and then only to the extent required by law.



CITY OF VANCOUVER
Real Estate Services

APPLICATION FOR RENT OF PARKING SPACE

Parking space located at: CP#57 453 10TH AVE

Spaces Rented: (0)

Term shall commence the <1st> day of <May>, <2011> at a rent of \$110 per month plus taxes, payable in advance and thereafter on a month-to-month basis on the 1st day of each and every month during the tenancy. Interest on arrears will be charged at the rate of 3% above prime lending rate at the Main Branch of the Bank of Montreal in Vancouver, B.C.

Name of applicant: <Zipcar Canada>

Home Phone: <604-697-0550>

Home Address: <#280 601 W. Cordova Vancouver BC
V6B-1G1>

Work Phone: < >

Work Address: < >

Car Make/Year: < > Honda Civic 2011

Colour: < > GREY "COLPACK"

License Plate No. < > 183 TSV

Driver's License No. < >

If confirmed by the City, THIS APPLICATION AND AGREEMENT IS RESTRICTED TO THE AUTOMOBILE MENTIONED ABOVE ONLY. In the event the parking space is occupied at any time, by any automobile other than the one mentioned above, without permission of the City, the agreement shall thenceforth become null and void. It is the responsibility of the renter to inform the City of any changes to the above.

All rentals commence on the first day of each calendar month. Parking may be permitted prior to commencement of the rental upon payment of a pro-rata portion of the rent for use of space. The automobiles parked in the stalls will be parked wholly at the risk of the respective owners. The automobile will be lawfully licensed and insured. The automobile will not be cleaned, repaired, maintained or serviced while situate upon the parking stalls.

I agree to give a full month's notice, in writing, of my desire to vacate said parking stall (or pay one months rent in lieu of notice). Such notice to be submitted on or before the last day of a rental month and terminate on the last day of the following rental month.

I will not assign or sublet without the written consent and approval of the City or its agents.

In the event of my vacating the said parking space or failing to observe, perform and keep the agreements and conditions herein contained, the rental shall, at the option of the City of Vancouver, thenceforth become null and void.

Dated at Vancouver, B.C. this < > day of < >, < >.

Signature of Applicant/s

Signature of Witness



CITY OF VANCOUVER
Real Estate Services

APPLICATION FOR RENT OF PARKING SPACE

Parking space located at: CP#57 453 10TH AVE

Spaces Rented: (0)

Term shall commence the <1st> day of <May>, <2011> at a rent of \$110 per month plus taxes, payable in advance and thereafter on a month-to-month basis on the 1st day of each and every month during the tenancy. Interest on arrears will be charged at the rate of 3% above prime lending rate at the Main Branch of the Bank of Montreal in Vancouver, B.C.

Name of applicant: <Zipcar Canada>

Home Phone: <604-697-0550>

Home Address: <#280 601 W. Cordova Vancouver BC
V6B-1G1>

Work Phone: <[redacted]>

Work Address: <[redacted]>

Car Make/Year: <[redacted]> 2007 Mini "Moco" Colour: <[redacted]> Chili RED

License Plate No. <[redacted]> OS1 ARN

Driver's License No. <[redacted]>

If confirmed by the City, THIS APPLICATION AND AGREEMENT IS RESTRICTED TO THE AUTOMOBILE MENTIONED ABOVE ONLY. In the event the parking space is occupied at any time, by any automobile other than the one mentioned above, without permission of the City, the agreement shall thenceforth become null and void. It is the responsibility of the renter to inform the City of any changes to the above.

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I will not assign or sublet without the written consent and approval of the City or its agents.

In the event of my vacating the said parking space or failing to observe, perform and keep the agreements and conditions herein contained, the rental shall, at the option of the City of Vancouver, thenceforth become null and void.

Dated at Vancouver, B.C. this <[redacted]> day of <[redacted]>, <[redacted]>.

Signature of Applicant/s

Signature of Witness



APPLICATION FOR RENT OF PARKING SPACE

CITY OF VANCOUVER
Real Estate Services

Parking space located at: CP#57 453 10TH AVE

Spaces Rented: (0)

Term shall commence the <1st> day of <May>, <2011> at a rent of \$110 per month plus taxes, payable in advance and thereafter on a month-to-month basis on the 1st day of each and every month during the tenancy. Interest on arrears will be charged at the rate of 3% above prime lending rate at the Main Branch of the Bank of Montreal in Vancouver, B.C.

Name of applicant: <Zipcar Canada>

Home Phone: <604-697-0550>

Home Address: <#280 601 W. Cordova Vancouver BC
V6B-1G1>

Work Phone: <>

Work Address: <>

Car Make/Year: <> 2011 Prius "Petra"

Colour: <>

BLUE

License Plate No. <> 299 SCN

Driver's License No. <>

If confirmed by the City, THIS APPLICATION AND AGREEMENT IS RESTRICTED TO THE AUTOMOBILE MENTIONED ABOVE ONLY. In the event the parking space is occupied at any time, by any automobile other than the one mentioned above, without permission of the City, the agreement shall thenceforth become null and void. It is the responsibility of the renter to inform the City of any changes to the above.

All rentals commence on the first day of each calendar month. Parking may be permitted prior to commencement of the rental upon payment of a pro-rata portion of the rent for use of space. The automobiles parked in the stalls will be parked wholly at the risk of the respective owners. The automobile will be lawfully licensed and insured. The automobile will not be cleaned, repaired, maintained or serviced while situate upon the parking stalls.

I agree to give a full month's notice, in writing, of my desire to vacate said parking stall (or pay one months rent in lieu of notice). Such notice to be submitted on or before the last day of a rental month and terminate on the last day of the following rental month.

I will not assign or sublet without the written consent and approval of the City or its agents.

In the event of my vacating the said parking space or failing to observe, perform and keep the agreements and conditions herein contained, the rental shall, at the option of the City of Vancouver, thenceforth become null and void.

Dated at Vancouver, B.C. this <> day of <>, <>.

Signature of Applicant/s

Signature of Witness

Schedule A - Lease Terms

THIS SECTION TO BE COMPLETED FOR NEW BUILDINGS ONLY

Contract Number: 11102

Business Entity: 9 Business Area: 9100 Building Number: 1047
 Name Of Building: CP#57 - Parking Valid From: _____
 Building Address: 455 W 10th Avenue City: Vancouver
 Postal code: V5T2A4 Lot: 14 Block: 360A DLot: 526 Plan: 1277
 Assessment Roll: 000-654-170-27-0000 Parcel ID: _____
 Main Usage Type: Land and Building Length of Property: _____ SF
 Unit Size: 4 Parking stalls Total Land Area: _____ SF²

Usage Type: Commercial Name of RO: _____
 Rental Object: 2000/ 2 / 181 Cost Centre: 18320 Order: _____

Business Partner Category: Organization Customer Number: 401347
 Tenant Name: Zipcar Canada Inc
 Contact Person: Mark Pribula
 Mailing Address: 280-601 W. Cordova, Vancouver V6B 1G1
 Phone Number: 604-697-0550 ext5706 Mobile Number: _____
 Fax Number: 604-697-0560 Other Number: _____
 Email: mpribula@zipcar.com

Contract Type: Tenant - Commercial Master Tenant: 401347
 Contract Start: May 15, 2011 Contract End: _____
 Contact Name: Mark Pribula Industry Type: Parking
 Prop. Share: _____
 Property Negotiator: Lee, Allen Lease Type: Gross

Security Deposit: Last month's rent
 Condition Types: Amount: 440.00 From: May 15, 2011 To: _____ Frequency: Monthly Tax Group: HST & Transit Levies
 Base Rent: _____ Monthly GST
 Base Rent: _____ Monthly GST
 Base Rent: _____ Monthly GST
 Base Rent: _____ Monthly GST
 Base Rent: _____ Monthly GST
 Operating Costs: _____ CPI Adjustment GST
 Hydro Charges: _____ To Be Reconciled GST

Resubmission Date: _____ Reason: _____ Review Frequency: _____
 Resubmission Date: _____ Reason: _____ Review Frequency: _____
 Lease Expiry Date: n/a Renewal Options: _____ X _____ years
 Please circle one
 Tnt's Insurance Expiry Date: n/a Authorization Group: _____ Facility: _____

Comments: Parking Lot subject to Transit Levies. The negotiation was completed by Facility, Allen Lee

MAY 16 2011

