



HOURCAR BUSINESS AGREEMENT

1. This HOURCAR Business Agreement (the "Business Agreement") is between HOURCAR, a Minnesota nonprofit corporation, and the applicant for HOURCAR business membership (the "Business") whose authorized agent, by clicking "Sign Up" at the time of registration (the "Effective Date"), has indicated Business's wish to make the benefits of the HOURCAR program available to Business's employees, volunteers, and associates (referred to hereafter collectively as "Employees").
2. HOURCAR operates both the HOURCAR service using vehicles marked "HOURCAR," and the Evie Carshare service using vehicles marked "Evie Carshare." HOURCAR and Evie Carshare vehicles are referred to hereafter collectively as "HOURCAR Vehicles."
3. HOURCAR and Business agree that Business may obtain the use of HOURCAR Vehicles on behalf of its Employees on the terms and conditions set out in this Business Agreement. This Business Agreement does not confer any ownership rights on Business or its Employees with regard to HOURCAR Vehicles, nor does it convey any voting or nonvoting membership rights in HOURCAR to either Business and/or its Employees.
4. In consideration of the terms and conditions of this Business Agreement, HOURCAR agrees to provide Business with access to HOURCAR Vehicles, on the following terms:
 - a. Business' Employees shall have access to HOURCAR Vehicles after being approved for membership per Section 6.
 - b. HOURCAR will pay for vehicle-related expenses such as fuel, tires, maintenance and repairs.
 - c. HOURCAR will endeavor to provide Business with vehicles that are clean, reliable and well-maintained and will periodically inspect all vehicles.
 - d. Business agrees to report immediately to HOURCAR any maintenance and/or safety problems Business and/or its Employees observes or experiences in any vehicle.
5. HOURCAR will provide insurance coverage to Business' Employees while driving HOURCAR Vehicles. HOURCAR carries auto liability coverage on all HOURCAR Vehicles as required by Minnesota law. HOURCAR also carries commercial auto liability coverage with a combined single limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage liability. HOURCAR assumes no liability for personal property in or on HOURCAR Vehicles. HOURCAR expressly reserves the right to modify insurance coverage limits at any time without notice to Business.
6. In order to qualify for initial and continuing participation in the HOURCAR program, Business understands and agrees that HOURCAR, its insurers and agents, may check Business's credit history and references. The information solicited by HOURCAR in connection with the approval process will be retained by HOURCAR, its insurers and agents, regardless of whether Business's application is approved. Approval of Business's use of HOURCAR Vehicles is wholly within the discretion of HOURCAR and approval can be withheld or revoked at any time and for any reason or no reason. HOURCAR reserves the right to recheck Business's credit history and references as often as HOURCAR deems necessary in its sole discretion.
7. In order to use HOURCAR Vehicles, each Employee must apply to become a member of the HOURCAR program ("Member") and agree to be bound by the terms of the HOURCAR Member Agreement, attached to this Business Agreement as Exhibit A and incorporated by reference. Business

understands and agrees that HOURCAR and/or its insurers and agents may check Employee's credit, criminal, employment and driving history. Approval of Employee's use of HOURCAR Vehicles is wholly within the discretion of HOURCAR and approval can be withheld or revoked at any time and for any reason or no reason. Employee's participation in the HOURCAR program is conditioned on HOURCAR's final approval of that Employee as a Member, and Employee will not have access to HOURCAR Vehicles until approved. Operation of an HOURCAR Vehicle by any Employee without approval is strictly prohibited and will result in immediate Business Agreement cancellation. HOURCAR reserves the right to recheck Employee's criminal, employment and driving history as often as HOURCAR deems necessary in its sole discretion.

8. Business agrees that it will pay all fees and/or charges incurred by its Employees under this Business Agreement using the Payment Method, as defined below in Section 10, and will be liable for its Employees' possession, use and operation of HOURCAR Vehicles, accessories or other HOURCAR property. Business shall also be responsible to pay any fees, costs or damages, in the event that an Employee fails to return HOURCAR Vehicles or accessories when due. Business warrants that it shall ensure the reasonable care of any HOURCAR Vehicles on its property, and agrees that it shall be liable for any and all fees, repairs or other costs arising in connection with the presence of HOURCAR Vehicles on Business's property during the term hereof.
9. Business warrants that it will notify HOURCAR promptly if it becomes aware that the drivers' license of any of its employees who participate in the HOURCAR program is revoked or suspended, or that any of its participating employees receives any traffic ticket or other citation arising out of that employee's operation of a vehicle. Business expressly warrants that its Employees will not be involved in any alcohol or drug-related moving violations during the term of this Agreement. Business further warrants that it will immediately terminate an Employee's ability to participate in the HOURCAR program in the event of any of the occurrences described in this Section. Business will ensure that HOURCAR keys are collected from Employees who no longer participate in the HOURCAR program, along with other accessories, if any, in the possession of those Employees.
10. Business and its Employees agree to abide by the terms of the HOURCAR Member Handbook (the "Member Handbook"), attached to this Business Agreement as Exhibit B. In particular, Business agrees that:
 - a. Employees will return all HOURCAR Vehicles when due.
 - b. Business will pay HOURCAR membership, usage, and other fees for Employees' use of HOURCAR Vehicles, including up to \$1,000 in repair costs for damages to an HOURCAR Vehicle for which the insurance adjustment process has determined an Employee to be partly or wholly responsible (the "Damage Fee"), as set out on the HOURCAR website. (<https://hourcar.org/business/>) and in the "HOURCAR Fees" found in the Member Handbook. Business expressly waives the right to contest the determination of the insurance adjustment process. Membership plans, charges and fees may be amended from time to time without notice to Business.
 - c. Business will abide by the terms of any agreement made by HOURCAR and Business from time to time governing the use of a particular vehicle.
11. Business warrants that it will pay all amounts due under this agreement, and that it has authorized payment by credit card, debit card, or electronic funds transfer from Business's bank account to HOURCAR's bank account (the "Payment Method"). Business hereby authorizes HOURCAR to assess all fees incurred by Business's Employees, using Business's Payment Method, including a Damage Fee of up to \$1,000. Business understands that it has the option to pay for an annual Damage Fee Waiver to

avoid the \$1,000 Damage Fee. Business agrees that HOURCAR may assess Business for any outstanding fees and/or charges incurred by Business, using Business's Payment Method, for up to 60 days following termination or cancellation of this Agreement by either party. Business further warrants that it will notify HOURCAR immediately in the event that Business's Payment Method is no longer valid. Business understands and agrees that Business is liable to pay HOURCAR any fees and/or charges that are incurred during this Agreement, that Business's failure to pay any fees and/or charges owing to HOURCAR during the term of this Agreement shall be grounds for termination of Business's participation in the HOURCAR program, and that HOURCAR may pursue legal remedies to recover any unpaid fees and other charges, including attorneys' fees, from Business. This Section 10 shall survive the termination of this Agreement for 60 days.

12. OTHER THAN AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER HOURCAR NOR ITS OFFICERS OR DIRECTORS MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE VEHICLES, ACCESSORIES AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT FOR ANY PURPOSE. ALL SUCH VEHICLES, ACCESSORIES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HOURCAR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE VEHICLES, ACCESSORIES AND SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. IN NO EVENT SHALL HOURCAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE VEHICLES AND ACCESSORIES PURSUANT TO THIS AGREEMENT, OR FOR ANY SERVICES OBTAINED THROUGH THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF HOURCAR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
13. Business agrees to ensure that all HOURCAR Vehicles and accessories, as well as any equipment of Business or its Employees that is used in connection with operation of the HOURCAR (including, without limitation, child seats, booster seats, etc.), are operated strictly in accordance with manufacturer's instructions, including those provided in HOURCAR Vehicles' Owner's Handbook. Business agrees to ensure that HOURCAR Vehicles shall be used only in connection with legal activities. Business agrees to indemnify, defend, and hold harmless HOURCAR, its officers, directors and employees, from any and all claims or demands, whether known or unknown, including all claims for costs, expenses, and attorneys' fees, arising out of any acts or omissions claimed by a third party to have occurred in connection with Business's or its Employees' possession, use or operation of an HOURCAR Vehicle.
14. This Agreement shall remain in force beginning on the Effective Date, and continuing until:
 - a. terminated following one month's written notice by either party to the other;
 - b. terminated immediately upon written notice by HOURCAR to the Business if Business
 - i. becomes insolvent; or
 - ii. files or has filed against Business a petition (or other document) under any bankruptcy law or similar law that is unresolved within thirty (30) days after the filing of such petition;
 - c. terminated by HOURCAR without prior written notice to Business in the event that Business breaches the terms of this Agreement, or fails to pay when due any fees and/or charges that are due under this Agreement, or otherwise in HOURCAR's sole discretion. Business acknowledges that Business's participation in the HOURCAR program is "at will," and that HOURCAR may terminate this Business Agreement at any time for no reason or any reason.

In the event of any of the above occurrences, Business shall remain liable to return any vehicle, keys, accessories, or other property of HOURCAR that shall remain in Business's or its Employees' possession as of the date of termination, and for any fees and/or charges that are outstanding as of the date of termination of this Agreement.

15. This Agreement does not create a relationship of principal and agent or employer and employee, and under no circumstances shall any party be considered as the agent or legal representative of any other party.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in that state. If any of the provisions hereof is held by a court of competent jurisdiction to be contrary to law, and such provision is severed from this Agreement, the remaining provisions shall continue in full force and effect.
17. This Agreement and its attachments are intended by the parties as a final expression of their agreement and are a complete and exclusive statement of the terms thereof.
18. Written notice to HOURCAR shall be considered sufficiently given under this Agreement if sent by first-class mail to:

HOURCAR
755 Prior Ave N. Ste. 301D
Saint Paul, MN 55104

or via email to:

info@hourcar.org

Written notice to Business shall be considered sufficiently given if sent to the email address provided by Business in Business's account information. It is Business's responsibility to ensure this address is correct and kept current, and HOURCAR assumes no liability for notice delivered to an incorrect email address.

19. Business agrees by signing this Business Agreement that it has received sufficient explanation of the terms of this Business Agreement to enable Business to understand its terms and Business's commitments and obligations to HOURCAR hereunder. Business agrees that, by checking the box indicating "I confirm that I am an authorized agent of the company and have read and accepted the Terms and Conditions and the Privacy Policy" and clicking "Sign Up" on the Effective Date, Business intends to sign this Business Agreement electronically. Business agrees that checking the box indicating acceptance of the terms and conditions and clicking "sign up" indicates Business's acceptance of the terms of this Business Agreement. Business agrees, by signing this Business Agreement, that all information provided to HOURCAR in connection with its application is complete and correct, and Business authorizes HOURCAR to check such information, including without limitation, Business's credit history, Employees' credit history, Employees' driving record, Employees' criminal record, and other background information as HOURCAR shall deem relevant to its approval of Employees' participation in the HOURCAR program. Further, by signing this Business Agreement, Business agrees to pay all fees and charges that are described in this Business Agreement when due and authorizes HOURCAR to assess, using Business's Payment Method, any fees, penalties and other charges.



HOURCAR MEMBER AGREEMENT

1. This HOURCAR Member Agreement (the "Agreement") is between HOURCAR, a Minnesota nonprofit corporation, and the applicant for HOURCAR membership (the "Member") who, by clicking "Sign Up" at the time of registration (the "Effective Date"), has indicated his/her wish to participate in the HOURCAR program.
2. HOURCAR operates both the HOURCAR service using vehicles marked "HOURCAR," and the Evie Carshare service using vehicles marked "Evie Carshare." HOURCAR and Evie Carshare vehicles are referred to hereafter collectively as "HOURCAR Vehicles."
3. HOURCAR and Member agree that Member may use HOURCAR Vehicles on the terms and conditions set out in this HOURCAR Member Agreement (the "Agreement"), but that this Agreement does not confer any ownership rights on Member with regard to HOURCAR Vehicles, or any voting or nonvoting membership rights in HOURCAR, a Minnesota nonprofit corporation.
4. In consideration of the terms and conditions of this Agreement, HOURCAR agrees to provide Member with access to HOURCAR Vehicles. HOURCAR will pay for vehicle-related expenses such as fuel, tires, maintenance and repairs. HOURCAR will endeavor to provide Member with vehicles that are clean, reliable and well-maintained, and will periodically inspect all vehicles. Member agrees to report immediately to HOURCAR any maintenance and/or safety problems Member observes or experiences in any HOURCAR Vehicle.
5. HOURCAR will provide insurance coverage to Member while driving HOURCAR Vehicles. HOURCAR carries auto liability coverage on all HOURCAR Vehicles as required by Minnesota law. HOURCAR also carries commercial auto liability coverage with a combined single limit of one million dollars (\$1,000,000) per accident for bodily injury and property damage liability. HOURCAR assumes no liability for personal property in or on HOURCAR Vehicles. HOURCAR expressly reserves the right to modify insurance coverage limits at any time without notice to Member.
6. In order to qualify for initial and continuing participation in the HOURCAR program, Member understands and agrees that HOURCAR, its insurers and agents, may check Member's credit, criminal, employment and driving history. The information solicited by HOURCAR in connection with the approval process will be retained by HOURCAR, its insurers and agents, regardless of whether Member's application is approved. Approval of Member's use of HOURCAR Vehicles is wholly within the discretion of HOURCAR and approval can be withheld or revoked at any time and for any reason. HOURCAR reserves the right to recheck Member's credit, criminal, employment and driving history as often as HOURCAR deems necessary in its sole discretion.
7. Member warrants that s/he has held a valid Minnesota drivers' license and/or a valid drivers' license from another state or country (the "License") for at least one (1) year. Member further warrants that the License will be valid throughout the term of this Agreement, and that s/he will notify HOURCAR promptly if the License is revoked or suspended.
8. Member warrants that s/he has fully disclosed to HOURCAR on Membership Application Form any moving violation citations that s/he has received and any vehicle accidents in which Member has been involved during the past three (3) years. Member expressly warrants that s/he has not been involved in any alcohol or drug-related moving violations within the past seven (7) years.
9. Member warrants that s/he will disclose to HOURCAR within 5 business days any moving violation citation or other citation arising out of Member's operation of a vehicle that s/he receives during

the term of this Agreement, and any vehicle accidents in which Member is involved, along with the dates of any such incidents. Member expressly warrants that s/he will not be involved in any alcohol or drug-related moving violations during the term of this Agreement.

10. Member agrees to abide by the terms of the HOURCAR Member Handbook (the "Member Handbook"), attached to this Agreement as Exhibit A. In particular, Member agrees to:
 - a. Return HOURCAR Vehicles when due.
 - b. Pay HOURCAR all membership, usage and other fees and/or charges, including up to \$1,000 in repair cost for damages to an HOURCAR Vehicle for which the insurance adjustment process has determined Member to be partly or wholly responsible (the "Damage Fee"), as set out on the HOURCAR website (<https://hourcar.org/#cost>) and the "HOURCAR Fees" found in the Member Handbook. Member expressly waives the right to contest the determination of the insurance adjustment process. Membership plans, charges and fees may be amended from time to time without notice to Member.
11. Member warrants that s/he holds a valid credit or debit card that will be used for all payments to HOURCAR, or has authorized an electronic funds transfer from Member's bank account to HOURCAR's bank account (the "Payment Method"). Member hereby authorizes HOURCAR to assess all fees incurred by Member, using Member's Payment Method, including a Damage Fee of up to \$1,000. Member understands that s/he can avoid the Damage Fee by joining a plan which includes a Damage Fee Waiver. Member agrees that HOURCAR may assess Member for any outstanding fees and/or charges incurred by Member, using Member's Payment Method, for up to 60 days following termination or cancellation of this Agreement by either party. Member further warrants that s/he will notify HOURCAR immediately if the credit or debit card used by Member, or Member's bank account used for electronic funds transfers under this Agreement, is no longer valid. Member understands and agrees that Member is liable to pay HOURCAR any fees and/or charges that are incurred during this Agreement, that Member's failure to pay any fees and/or charges owing to HOURCAR during the term of this Agreement shall be grounds for termination of Member's participation in the HOURCAR program, and that HOURCAR may pursue legal remedies to recover any unpaid fees and other charges, including attorneys' fees, from Member. This Section 10 shall survive the termination of this Agreement for 60 days.
12. OTHER THAN AS SPECIFICALLY PROVIDED IN THIS AGREEMENT, NEITHER HOURCAR NOR ITS OFFICERS OR DIRECTORS MAKE ANY REPRESENTATIONS ABOUT THE SUITABILITY OF THE VEHICLES, ACCESSORIES AND/OR SERVICES PROVIDED PURSUANT TO THIS AGREEMENT FOR ANY PURPOSE. ALL SUCH VEHICLES, ACCESSORIES AND SERVICES ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND. HOURCAR HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH REGARD TO THE VEHICLES, ACCESSORIES AND SERVICES SUPPLIED PURSUANT TO THIS AGREEMENT, INCLUDING ALL IMPLIED WARRANTIES AND CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND TITLE. IN NO EVENT SHALL HOURCAR BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL OR CONSEQUENTIAL DAMAGES ARISING OUT OF OR IN ANY WAY CONNECTED WITH THE USE OF THE VEHICLES AND ACCESSORIES PURSUANT TO THIS AGREEMENT, OR FOR ANY SERVICES OBTAINED THROUGH THIS AGREEMENT OR OTHERWISE ARISING OUT OF THIS AGREEMENT, WHETHER BASED ON CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE, EVEN IF HOURCAR HAS BEEN ADVISED OF THE POSSIBILITY OF DAMAGES.
13. Member agrees to operate all HOURCAR Vehicles and accessories, as well as any equipment of Member's that Member uses in connection with operation of the HOURCAR (including, without limitation, child seats, booster seats, etc.), strictly in accordance with manufacturer's instructions,

including those provided in HOURCAR Vehicles' Owner's Handbook. Member agrees that HOURCAR Vehicles shall be used only in connection with legal activities. Member agrees to indemnify and hold harmless HOURCAR and its officers, directors and employees from any and all claims or demands, whether known or unknown, including all claims for costs, expenses, and attorneys' fees, arising out of any acts or omissions claimed by a third party to have occurred in connection with Member's possession, use or operation of an HOURCAR Vehicle.

14. This Agreement shall remain in force beginning on the Effective Date, and continuing until:
- a. terminated following one month's notice in writing by either party to the other;
 - b. terminated immediately without further notice upon the death of the Member;
 - c. terminated immediately upon written notice by HOURCAR to the Member via email if Member
 - i. becomes insolvent;
 - ii. files or has filed against Member a petition (or other document) under any bankruptcy law or similar law that is unresolved within sixty (60) days after the filing of such petition; or
 - iii. is convicted of any driving-related criminal offense;
 - d. terminated by HOURCAR without prior written notice to Member in the event that Member breaches the terms of this Agreement or the Member Handbook, or Member fails to pay when due any fees and/or charges that are due under this Agreement, or otherwise in HOURCAR's sole discretion. Member acknowledges that Member's participation in the HOURCAR program is "at will," and that HOURCAR may terminate this Agreement at any time for no reason or any reason.

In the event of any of the above occurrences, Member shall remain liable to return any vehicle, keys, accessories or other property of HOURCAR that shall remain in Member's possession as of the date of termination, and for any fees and/or charges that are outstanding as of the date of termination of this Agreement.

15. This Agreement does not create a relationship of principal and agent or employer and employee, and under no circumstances shall any party to be considered as the agent or legal representative of any other party.
16. This Agreement shall be governed by and construed in accordance with the laws of the State of Minnesota applicable to contracts made and performed in that state. If any of the provisions hereof is held by a court of competent jurisdiction to be contrary to law, and such provision is severed from this Agreement, the remaining provisions shall continue in full force and effect.
17. This Agreement is intended by the parties as a final expression of their agreement and are a complete and exclusive statement of the terms thereof.
18. Written notice to HOURCAR shall be considered sufficiently given under this Agreement if sent by first-class mail to:

HOURCAR
755 Prior Ave N. Ste. 301D
Saint Paul, MN 55104

or via email to:

info@hourcar.org

Written notice to Member shall be considered sufficiently given if sent to the email address provided by Member in Member's account information. It is Member's responsibility to ensure this address is correct and kept current, and HOURCAR assumes no liability for notice delivered to an incorrect email address.

19. Member agrees, by signing this Agreement, that he/she has received sufficient explanation of the terms of this Agreement to enable Member to understand its terms and Member's commitments and obligations to HOURCAR hereunder. Member agrees that, by checking the box indicating "I confirm that I am over 18 years old and have read and accepted the Terms and Conditions and the Privacy Policy" and clicking "Sign Up" on the Effective Date, Member intends to sign this Agreement electronically. Member agrees that checking the box indicating acceptance of the terms and conditions and clicking "sign up" indicates Member's acceptance of the terms of this Agreement, acknowledges that all information provided to HOURCAR in connection with his/her application is complete and correct, and authorizes HOURCAR to check such information, including without limitation, Member's credit history, driving record, criminal record and other background information as HOURCAR shall deem relevant to its approval of Member's participation in the HOURCAR program. HOURCAR reserves the right to recheck such information as often as HOURCAR deems necessary in its sole discretion during the term of this Agreement. Further, by signing this Agreement, Member agrees to pay all fees and charges that are described in this Agreement when due and authorizes HOURCAR to assess, using Member's Payment.

MEMBER HANDBOOK

Learn more about the in's and out's of Evie and HOURCAR.





CONTACT INFORMATION

Website

hourcar.org | eviecarshare.com

Smartphone App

[Apple App Store](#) [Google Play Store](#)

Online Reservations (HOURCAR Only)

<http://hourcar-fo.vulog.center/>

Emergencies & Problems

Call 612-343-CARS (2277)

Billing/Membership Questions

info@HOURCAR.org | 612-343-2277

Address

HOURCAR
755 Prior Ave N. Ste. 301D
Saint Paul, MN 55104

Office Hours

Due to COVID-19, our office is temporarily closed.

Join the Conversation

facebook.com/hourcar
twitter.com/hourcar
instagram.com/hourcar
linkedin.com/company/hourcar/
twitter.com/hourcar
facebook.com/eviecarshare
instagram.com/eviecarshare/
twitter.com/eviecarshare

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Welcome to Evie & HOURCAR!

HOURCAR is a local nonprofit carsharing organization serving Minneapolis, Saint Paul, and Rochester, Minnesota, and is the operator of the Evie Carshare program in the Twin Cities. We provide our members with convenient, short-term trips with a fleet of vehicles at stationary hubs and free-floating locations in the neighborhoods where our members live, work, and play. We connect our members with families and friends, the services and amenities needed, and the events and activities that make our local community so vibrant and alive.

We offer two models of service for carsharing: round-trip with HOURCAR and one-way, all-electric with Evie Carshare. Each model works for different scenarios with different rates, so use the right service for your trip.

This Member Handbook documents the essentials you need to know as an Evie and HOURCAR member, with information on topics like car care, billing, and what to do in emergencies.

Together, the Member Handbook and Member Agreement list the terms of membership. The Member Agreement, privacy policy, current rate plans, and further FAQs are available on our website.

You will always get the most
up-to-date information
at HOURCAR.org and
EvieCarshare.com

Communication

Communication is Key

Communication is essential to our service. We send service updates when there are important updates to our system, terms & conditions, and privacy policy, as well as other important updates. These communications may come in the form of phone calls, text messages, emails, or other means.

From time to time, we communicate with our members for marketing purposes. These messages will have opt-out options. Once you have opted-out, you can only subscribe again by directly contacting us and requesting to opt-in. You cannot opt-out of service updates, as these are required by law. If you wish to fully opt-out of communications, you must terminate your membership. If you have terminated your membership and wish to re-join, you must contact us at info@hourcar.org or call 612-343-2277. Re-application fees may apply.

Using HOURCAR and Evie

Members make us amazing!

As a member of HOURCAR and Evie, your experience is affected by the behavior of other members. Please follow the “leave the car in as good condition as you found it or better” rule, drive safely, and be considerate of others. The policies and rules listed below help keep us affordable, keep our cars in great shape, and ensure a positive experience for all members.



Use the mobile app for the best experience

Find us on Apple App and Google Play stores. It's as easy as opening an app, signing up, and getting started! The mobile app (hourcar.org/app or eviecarshare.com/app) allows you to make reservations and begin, pause, resume, and end trips on both Evie and HOURCAR services, manage your account, and more. Members are not required to download the app to use HOURCAR or Evie, but we strongly recommend doing so as the app provides the best member experience.

Our Services

Overview

As a member, you have access to two unique fleets of vehicles with different service models.

Evie Carshare

The Evie fleet is made up of electric vehicles and is a one-way service, meaning that you can pick up the car from anywhere in the Home Area and leave it in an approved parking space in the Home Area of Minneapolis/Saint Paul. The car can leave the Home Area during your trip, but the trip cannot be ended until you are back in the Home Area and in an approved parking space. To begin a trip, reserve a car for 15 minutes on the app, then start the trip when you arrive at the car. Trips can last a maximum of 72 hours and are always billed at the lowest rate possible, by the minute, hour, and day.

HOURCAR

The HOURCAR fleet is a round-trip service made up of gasoline, hybrid, and electric powered vehicles. You must pick up and return the car to the same location by your scheduled end time. Trips on the HOURCAR fleet can be scheduled for trip lengths between 30 minutes to 72 hours, and you can reserve a car up to 6 months in advance.

Evie Carshare – One-Way Trips

- **Return the car to the Home Area**

When you're done with the car, return it to an approved parking space within the Home Area. The Home Area shows on the mobile app, as well as on our website and in-car material. The Home Area LED light inside of the vehicle will glow green when the vehicle is in the Home Area and red when it's outside of the Home Area.

- **Park and end your trip in approved parking spaces**

While using Evie you can park without payment and end trips in approved parking spaces. Approved parking spaces include green EV Spot Charging locations, City meters with time limits of 2 hours or greater and any curbside parking space on public streets with a 2-hour or greater time limit, including "Residential Permit Required" zones. City-specific parking rules can be found at EvieCarshare.com/how/parking. Trips cannot be ended at private, university owned, or Minneapolis/St Paul Park and Rec Board meters or other privately owned parking spaces unless otherwise signed. Find more details on our website and inside the cars on our Tips for Trips guides.



- **Keep an eye on the range**

When driving an Evie, pay attention to the miles available on the dashboard and make sure you'll be able to end your trip in the Home Area before the car is out of range. You can filter by available range in the Evie Carshare app when selecting an Evie to ensure that you have a car that will meet your needs. If you get to a car and find that it has less range than you need, we recommend using the car near you to drive to an Evie with a higher range. You can use the charging cards in the glove compartment for charging mid-trip if you want to keep the car for longer.

If the car fully runs out of charge, the only solution is for us to call a tow to a EV charger. Driving a car to no charge will result in a fee and possible tow charges, see fee table for details.

- **Always start and end your trip**

Use your mobile app or registered Metro Transit GoTo card to access the vehicle. Evies are keyless, so once you start your trip, you'll be able to start driving right away. You are charged for the time you have the car, so be sure to end your trip to stop being charged for the vehicle. End your trip via the app or GoTo Card. Evies with a low charge will automatically go out of service and notify us to come and charge them up.

For app users, **start your trip** via the app by pressing the Key icon in the bottom right of the screen, then follow the instructions on the screen to Start Trip. **End your trip** by following the instructions on the screen to Finish Trip.

For Metro Transit GoTo card users, **start your trip** by holding your registered GoTo card for a 1-3 second swipe over the GoTo Card reader in the windshield until the yellow light starts to blink. You'll know your swipe worked if you hear the doors unlock and see the LEDs on the GoTo Card reader turn yellow. **End your trip** by doing a 5-7 second swipe at the reader with your card. The LEDs on the GoTo Card reader will turn green and yellow and the doors will lock after a successful trip end.

- **Return the car within 3 days**

Evie does not have a scheduled end time, so take the car for the time you need, up to our three-day (72-hour) limit. If your Evie trip is not ended within the 72-hour window, you risk membership termination and other fines.

- **Follow Snow Emergency parking**

When a Snow Emergency is declared, all trips must follow the Snow Emergency parking rules in the city of declaration. Snow Emergency rules can be found at <https://EvieCarshare.com/how/parking>. Snow Emergencies are active for 3 days in Minneapolis and up to 5 days in Saint Paul.

You can also receive \$10 in drive credit for moving an Evie out of a Snow Emergency parking area. See Winter Driving Tips section below for information on Snow Emergency Relocation credit.



HOURECAR – Round-Trip Reservations

- **Make a reservation**

Reservations can be made via app, online, or by phone 24 hours a day. When reserving via app or online, be sure to watch for a reservation confirmation screen and verify the time and location are correct. Reservations can be made on the spot or up to six months in advance. The minimum trip length is 30 minutes and the maximum is three days (72 hours). Trips can be extended in 15 minute increments. Any trips cancelled after the scheduled start time will be billed the full cost, so if your plans change, let us know ASAP.

- **Return the car to its hub by the end of your trip**

HOURECAR is a round-trip carsharing model, so pick the car up at a hub and return it to the same exact location. You will be charged a late fee if you return the car after your reservation period. If you need more time, call our office or open your mobile app to extend your time and avoid a fee. If you cannot extend because another member has the car reserved, you may incur an additional fee for displacing that member, along with late fees. We are unable to refund the unused portion of a reservation if you end your trip early.

- **Always start and end your trip**

Some HOURECAR vehicles are keyless, so much like the Evie Carshare service, you may unlock, hop in, press the brake pedal, and push the start button. For others, keys for each HOURECAR are stored in the glovebox holder. Use your mobile app or registered Metro Transit GoTo card to unlock/lock the vehicle.

For app users, trips can be started via the app by pressing the Key icon in the bottom right of the screen in the Reserve tab, then following the instructions on the screen to Start Trip.

For Metro Transit GoTo card users, start your trip by doing a 1-3 second swipe over the reader in the windshield, until the yellow light starts to blink. You'll know your swipe worked if you hear the doors unlock and see the LEDs on the reader turn yellow.

At the end of your trip, if your vehicle has keys, return the vehicle keys to the holder and end your trip via app or via the card reader.

For app users, trips can be ended by following the instructions on the screen to Finish Trip.

For Metro Transit GoTo card users, trips can be ended by doing a 5-7 second swipe at the reader with your card. The LEDs in the reader will turn green and yellow and the doors will lock after a successful trip end.

- **Return the vehicle with at least ¼ tank of gas or plugged in to a charger**

You will receive a \$4 drive credit within 5 business days of refueling an HOURECAR with 5 or more gallons of gas using the provided fuel card. If you start your trip and the vehicle has less than one-quarter tank of gas, let us know by email or phone so we can follow up with the previous member. Use the gas card in the glovebox to refill the tank. If the vehicle's gas card is missing or does not work, pay for the gas yourself then contact HOURECAR. Email us your receipt to get reimbursed in drive credit for the cost of gas. If you're unable to fill the tank for some reason, please contact us to let us know. All gasoline/hybrid HOURECAR vehicles use standard gasoline; there is no need to use premium, E85, or other types of gasoline to fill our vehicles. If driving an electric HOURECAR, leave the vehicle plugged in at the charger. Locate the charging card in the glove box.



- **Be considerate of others**

By choosing to be a part of a carsharing community, your actions directly affect others. We ask that you keep this in mind and be considerate of others. Try to cancel in advance if you know you won't be taking a trip so the car is available for others. We also ask that you limit yourself to one 3-day reservation on a car in a row. Consistently monopolizing a car's availability with back-to-back reservations may be grounds for suspension or termination of your HOURCAR account.

During an Evie or HOURCAR Trip

- **Lock the car with your app or card**

Use the pause trip function on your app or swipe with a GoTo card to lock the car and engage the immobilizer any time you step away. Resume the trip on the app or with the card, then continue on your way. At the end of your trip, return the vehicle keys to the holder (if applicable) and end your trip via app or card.

- **Only approved members can drive**

Even if someone is part of your household or paying for your account, they cannot drive an HOURCAR or Evie unless they are an approved member. Allowing a non-approved person to drive the vehicle is a major violation of terms and will result in membership termination. We perform driving background history checks on every application to allow each person to be on our insurance.

- **Use one access method when possible**

For the best experience, stick with one access method (either the mobile app or Metro Transit GoTo card) throughout your trip. In emergency situations, using the other method as a backup may be okay - give us a call if you are unsure or run into difficulties.

- **Pay any violations**

You are responsible for tickets caused by your actions (such as parking in a prohibited area, speeding, tollways, etc). If we must pay a ticket for you, a processing fee will be added to the cost of the ticket. (Some processing fees may be reduced to \$0 if you are on a PLUS plan.) If the car is towed, only HOURCAR employees can remove the car, in which case, you will be notified of applicable fees.

- **Drive in the United States**

Out-of-state trips are fine, but our cars must stay in the US to be covered by our insurance. You are responsible for any toll charges during your travels. If you fail to pay your tolls yourself and we receive a bill, we will charge your account for the total and a processing fee will be added to the cost. If you are driving to Chicago or through Illinois, all HOURCAR vehicles are registered with the Illinois Tollway System. Trips in Illinois are automatically billed by their system, so do not pay, as it will be a double-payment. Simply drive through and we will charge you the cost upon invoice. Outside of Illinois, If you fail to pay applicable tolls and we receive a bill, we will charge your account for the total and an admin fee may be added to the cost (PLUS plans will waive the admin fee).



Car Care

- **Quickly inspect the car at the beginning and end of your trip**
Scan the outside and inside of the vehicle for damage or messiness. Check the app for existing damage first, and then report new damage in the app at any point during your trip using the “report damage” function on the “key” tab. Don’t worry about normal wear and tear, issues smaller than a credit card, or very minor scratches.
- **Report problems, performance issues, and new damage**
If you notice new, significant damage or unusual mess in the car, let us know by phone or email. We will send someone out to work on the car and follow up with the previous member.
- **Keep the vehicle clean**
Take your belongings and trash with you. In HOURCAR vehicles, use the cargo blanket provided underneath pet carriers, bikes, or anything that may leave behind pet hair, dirt, grease, or other hard-to-clean substances. Sanitizing/alcohol wipes are also provided in each Evie and HOURCAR vehicle. We ask that if the exterior got particularly dirty on your trip, you take it for a carwash. Each car has a Holiday Unlimited Car Wash Pass which can be used for a free wash at Holiday Gas Stations, just pull up to the carwash door and get scanned. Select the default wash and enjoy the experience.
- **Never smoke or vape in an HOURCAR or Evie**
Smoking or vaping in an HOURCAR or Evie will result in a fee and possible termination of membership. Failure to report smoke from a prior member may place the fine on you, so always report.
- **Transport pets using a pet carrier and cargo blanket**
Pet hair can make a vehicle unusable for members with pet allergies. Any pet traveling in an HOURCAR or Evie vehicle must always be kept in a carrier. Please use the provided cargo blanket when traveling with pets, and clean up any fur or mess at the end of your reservation to avoid fees.
- **Lost Metro Transit GoTo Card**
Notify us immediately if you lose your registered Metro Transit GoTo card, or if you would like to use a different Metro Transit GoTo card. If you have replaced your registered transit card, you must have your account updated to accept your new card.
- **Lost and Found**
If you have left an item in the car, you can either give us a call or make another reservation to get into the vehicle. Let us know if you made a reservation to retrieve lost items and we will credit the charge to your account as Drive Credit towards future trips.

HOURCAR is not responsible for any belongings left in or on the car, but we will do our best to take care of any items we find. Our team makes regular visits to our cars and our member services staff follow up on items of financial value that have been left behind. If you find an item in the car, please leave it in the car and email us. If you’re looking for an item you may have left, please call or email us. Any food items are immediately discarded/donated, and any abandoned item will be donated to charity if not claimed within 90 days of receipt. It is not HOURCARs responsibility to notify you if an item is found, so if you are ever missing anything, it is your responsibility to contact us for discovery.



- **Turn off the lights**

Leaving the lights on for even a few minutes can drain the vehicle battery. In addition to being subject to a fee, a dead battery can inconvenience other members and be difficult for us to resolve immediately. Always double check that all vehicle lights, both inside and out, have been turned off before leaving an HOURCAR or Evie.

Winter Driving Tips

Minnesota winters can be challenging, but we are here to help. All HOURCARs and Evies are equipped with all-wheel drive, all season tires, or winter tires. You'll find a windshield scraper and brush in each vehicle. Below you'll find some tips for making a winter trip go smoothly.

- **Plan ahead**

In the winter, you may need to clear snow and ice from the vehicle and/or parking spot. We suggest that you plan accordingly and allow for a few more minutes at the beginning of your trip to clean the car off.

- **Be safe**

If you need to cancel your reservation because severe weather makes driving unsafe, let us know by phone or email and we will waive any associated charges. Your safety is most important to us.

- **Keep the car clear of snow**

Each vehicle is equipped with a scraper to keep the car clear. If snow is falling during your trip, be sure to clear all snow from the headlights, taillights, and license plates.

If you had to spend a significant amount of time (15+ minutes) clearing the car at the start of your trip, please let us know via phone or email and we will happily compensate you with equivalent Drive Credit for your time.

- **Take your time**

Road conditions may require you to drive slowly in order to reach your destination safely. We recommend adding an additional 30 minutes to the end of your scheduled HOURCAR reservation to make sure you have enough time to get where you need to go.

If you're running behind on a scheduled HOURCAR trip due to the weather, call us safely (remember Minnesota is a Handsfree State) as soon as possible at (612) 343-2277. We can either help you extend your trip or make sure members aren't inconvenienced while you get back to the hub safely.

- **Snow Emergency Relocation credit**

You can receive \$10 in drive credit for moving an Evie out of a Snow Emergency parking area. Email Evie@HOURCAR.org, subject "Snow Relo", with the license plate, date, and time that you moved the car, as well as the location you moved it from and where you moved it to. All requests will be reviewed within 5 business days after the completion of the Snow Emergency and Drive Credit is valid for 60 days after application.

We do not refund trip costs associated with the relocation. We advise members to use discretion on how long it may take to move a car from the deep snow. Drive Credit is offered as a form of trip reimbursement and goodwill when relocating a vehicle. The maximum credit earned is \$10 per vehicle relocated.



Membership Plans

Summary of Membership Plans

Your monthly membership fee includes trip rates for both HOURCAR and Evie Carshare vehicles, however each service has different costs. Evie is billed by the minute, hour, and day, where HOURCAR is billed in 15 minute increments (minimum trips start at 30 minutes, with 15 minute increment increases from there). For the most up-to-date information on our membership plans, visit hourcar.org and eviecarshare.com.

Verification-Required Plans

When selecting a plan that has criteria for eligibility, you will need to provide the appropriate verification to remain on this plan. If you do not provide verification as requested by Member Services, you will be moved to the Try-It Plan instead of your selected plan once your billing month is completed. Examples of verification plans include the Student, Student PLUS, and Access PLUS plans.

Daily Rate Trips

In addition to minute and hourly rates, membership plans feature daily rates. Daily rates are automatically discounted based on the length of your trip. The cost will automatically change from the hourly to the daily rate after 7.5 hours, and then will cap your time cost up to 24-hours. Any over-mileage charges will still apply. You do not need to make sure the start times are exactly 24 hours apart to incur the daily rate. If your trip is longer than 24 hours, you will be charged the daily rate and then the minute/hourly rate for any additional time until a second daily rate charge.

Membership Plan Renewals

All members are billed monthly. Your membership plan starts as soon as your payment is confirmed. Monthly plans will automatically renew after a month unless you opt out by switching to our no membership fee Try It plan. For example, if your membership plan starts on March 3rd, your plan will auto-renew on April 3rd unless you opt out. You will not receive a reminder about your automatically renewing monthly membership charge. If your renewal charge fails, your account will revert to the Try It plan and you will have to re-enroll in your selected paid plan after successfully re-running the failed monthly charge.

Please help us serve you best by keeping your contact information up to date and making any changes to your membership in advance of your next monthly renewal. **Once charged, membership fees cannot be refunded.**

Damage Fee Waiver

PLUS membership plans include an at-fault Damage Fee Waiver (DFW). To avoid paying up to \$1,000 in repair costs in the event of an at-fault crash, make sure your membership plan offers PLUS.. Business accounts may also include the DFW, for more details see HOURCAR.org/business/. For further information on the DFW, see "Member Liability" below.

Changing Your Membership Plan

Members can upgrade from the Try It plan to a paid plan at any time. Switching paid plans can be done once per month based on the billing cycle date. Any changes you make will take effect at the start of your next monthly billing cycle. See "Membership Plan Renewals" above for more details.

To switch between paid plans, [log in to your account](#) and unenroll from autorenewal of your current plan by switching to the Try It plan, our no membership fee option. You can check your renewal date in the “Mobility Plans” box under the “My Account” page.

Once you are unenrolled and your billing date has passed, you will be able to select your new preferred plan. At that point, you will be charged the membership fee and enrolled for the next month and will continue to auto-renew every month. If you’d like to switch again, just repeat this same process.

If you need assistance, contact our office by email or phone for help with switching plans. We can not force a plan change outside of the Try It plan, so any current paid membership plans can be scheduled to change, but can not be immediately converted.

Billing

HOURECAR and Evie Fees

Fee Name	Amount
Administrative Fee	\$15
At-Fault Damage	Up to \$1,000 per incident if no Damage Fee Waiver or if not reported
Caused Dead Battery	\$25 first instance, \$40 thereafter
Displacement Fee – other member inconvenienced	\$25 per affected member
Excessive Complaint Fee	Up to \$50 per incident
Issue Unreported	\$10-50
Late Return or Evie Over 72-Hour Limit	\$40/hour + normal hourly rate for time beyond your scheduled end time \$25 displacement fee if you displace another member (HOURECAR)
Low Gas – Car left with ¼ tank or less	\$25
Low Charge – Car driven to no charge	\$25 first instance, \$25 + cost of tow thereafter
Major Violation of Terms	\$250 + any cleaning and repair cost + possible termination of membership
Pet in Car Without Carrier	\$50 fee + cost of cleaning + possible termination of membership
Smoking in Car	\$200 + possible termination of membership
Trip Not Ended / Unsecured Vehicles	\$10 first instance \$25 second instance \$50 third instance \$75 thereafter + possible termination of membership
Unavailable Vehicle Fee	Day rate on Try It times number of days vehicle was out of service
Unpaid Ticket, Toll, Tow, or Parking Fee	Admin Fee + cost of ticket/toll/tow/parking

Fees can be incurred for damaging the vehicle, failing to keep the car clean and smoke free, leaving lights on that cause a dead battery, and major violations of terms, among other things. For a full list of the most up to date fees, visit hourcar.org and eviecarshare.com.

All fees are nonrefundable. All charges are subject to an additional 17.075% tax in Saint Paul, 17.225% in Minneapolis, and 17.325% in Rochester, which includes city sales tax, county sales tax, state sales tax, transit improvement sales and use, and motor vehicle rental (9.2%) taxes. Driving credit cannot be used to pay state and local taxes. Qualified tax-exempt organizations will need to report taxes paid for state and federal reimbursement

Billing Details

Trip Invoice

For individual accounts, we bill by the trip. Immediately after a trip is completed, the payment card on your account will be charged the cost, taxes, and additional mileage (if applicable). Any HOURCAR trips cancelled after their scheduled start time will also be billed the full trip cost, unless you reached out to us for assistance.

Each trip generates a separate invoice, viewable online in the “Billing” menu, in the Evie Carshare app, and in your email. Trip usage details are available per each invoice.

Monthly Membership Plan Invoice

Memberships automatically renew each month. You will receive an invoice after your membership is renewed. Our system does not send renewal reminders, so schedule your monthly membership fees accordingly.

Other Fees

Any applicable fees will be charged to your card on file within appropriate notice of violation.

Fees are subject to change. Our website will always have the most up-to-date information.

Failed Payments

If we are unable to collect payment for any invoice, your account will be suspended until payment is received. To restore your account, update your card information online and re-run the payment or contact our office for assistance. You are responsible for keeping your payment information updated. If your monthly renewal membership charge fails, your account will revert to the Try-It plan, and you will have to re-enroll in your selected paid plan after successfully re-running the failed monthly charge.

Refund Policy

Our first priority is our members. We realize that you have a choice in your transportation needs and we appreciate that you've chosen us. If you ever have a billing question or believe a charge to be in error, please contact us at 612-343-CARS (2277) to let us know, or email info@hourcar.org. We will investigate the problem and do our best to help.

Please help us serve you best by bringing billing questions to us during the active billing period or within a month of the charge in question. **We are unable to refund any fees that are more than three months old.**

Memberships plans renew and membership fees are charged monthly on the same day of the month in which the membership was started, or on the last day of the month if the month does not contain that day. **Once charged, membership fees are nonrefundable.**

HOURLCAR reservations can be cancelled until a vehicle has been allocated for the reservation (typically 15 minutes before the start of the reservation). **Once a vehicle has been allocated for an HOURLCAR reservation, fees for that trip are nonrefundable.**

In some exceptional circumstances (as if a vehicle is in unsatisfactory condition or a member encounters difficulties during their trip), an inconvenience credit for part or all of the trip fee **minus sales tax** may be added to your account, where it will automatically be applied to future trip costs (credits cannot be used to pay membership or other fees). Inconvenience credits are issued at the discretion of the Member Services representative, and all decisions are final. Sales tax is not included in such credits, because any payment made with credit is not charged sales tax.

Drive Credit

Driving credit may not be transferred to other members and cannot be applied to fees or other taxes. Unless specifically stated otherwise, all credit expires 60 days after application and cannot be combined with other promotional offers. By law, driving credit cannot be applied to city, state, and local taxes.

Emergencies and Crashes

Emergency Situations

In the event of an emergency, call HOURCAR at 612-343-2277 immediately. **Outside of regular business hours, press '2' for 24-hour assistance.** Even if you don't need help, call HOURCAR in the following situations:

- **Reserved HOURCAR vehicle is not at the hub**
This may occur if another member is running late. We can contact the late member to find out when the car will be back, or we can switch your reservation to another nearby vehicle.
- **Reserved vehicle is not drivable (flat tire, dead battery, damage, etc.)**
As staff availability allows, we can immediately send someone to fix the problem and let you take another vehicle or help arrange roadside assistance or alternative transportation if necessary. We ask that you let us know about vehicle issues instead of fixing them yourself. We will not refund, reimburse, and are not responsible for any repairs made on your own behalf. Any vehicle issues must be reported to us first, and we will guide you further along the process.
- **HOURCAR parking space is taken**
Occasionally, someone may ignore the HOURCAR sign and park in one of our spaces. If this happens, park the vehicle as close as possible to the designated space (in a legal parking space), and then call HOURCAR to notify us of the vehicle's location.
- **Vehicle is towed/impounded during the trip**
If a vehicle is towed because you parked in a prohibited area, we will retrieve it and charge you the impound costs plus a fee for leaving the car unusable. Due to tow yard policies and state/federal laws, only HOURCAR employees may retrieve a vehicle from the tow yard.
- **Unable to end trip**
If you cannot end your trip and lock the car with your mobile app or registered GoTo card, call us before using the manual door locks. The Trip Not Ended fee will apply if you do not contact us.
- **You're in a crash**
See below section header, "In the Event of a Crash" for more details.

Insurance

HOURCAR members in good standing are covered by our insurance policy while driving our vehicles. We have no-fault and personal injury protection coverage, as required by Minnesota law. We also have up to one million dollars of coverage in each of the following categories: bodily injury and property damage liability, underinsured and uninsured motorist bodily injury. The insurance information is available in the app and can also be found in the glovebox of the car. HOURCAR assumes no liability for personal property in or on the vehicle. Members are responsible for keeping their driver's license up to date and alerting us about any moving violations or other changes to their driving record which may affect their eligibility for membership. Invalid/expired credit card and drivers license information will disable your account until considered valid.

Roadside Assistance

HOURCAR staff can respond quickly to emergencies in the Twin Cities metro area. For emergencies outside the Twin Cities or outside of standard office hours, an outside party may be called to assist you with roadside assistance instead. When you call us, we will arrange for someone to help you. Trips outside of the metropolitan

area and outside of our partner network will require non-traditional assistance and need additional time for support. We appreciate your patience while we work to support you beyond our metropolitan area network.

In the Event of a Crash

- **Safety first**
Move everyone to a safe location. If anyone is injured, call 911 immediately.
- **Call HOURCAR**
Call us at 612-343-2277 as soon as possible (and before you leave the scene), and our staff will assist you.
- **Exchange information**
Get insurance information from other drivers involved, license plate numbers, and any other pertinent information (such as names of responding police officers and police report information). Photos are especially helpful when making an accident report, such as photos of damage to our vehicles, or other parties' contact information, and can be sent to us at info@hourcar.org when safe to do so. Additionally, you can report damage and include pictures with the mobile app.
- **Continuing Your Trip**
After a crash, you may continue driving your reserved vehicle **only** if given permission by HOURCAR staff.

Member Liability

The At-Fault Accident/Damage Fee of up to \$1,000 will be applied if you are deemed wholly or partially responsible for damage sustained during your trip to our or others vehicle(s). This assessment of responsibility is made by our insurer, and our staff cannot affect or change the decision made regarding fault. If you were driving in violation of our insurance or member terms (e.g., suspended license, non-member driving) you are liable for the entire cost of the damage, with or without a Damage Waiver Fee. If you have a Damage Fee Waiver on your account, included in all PLUS plans, damage must be reported within 24 hours of the incident in which the damage occurred for the Damage Fee Waiver to apply.

You may avoid the \$1,000 damage fee by subscribing to a PLUS plan. Damage Fee Waivers are automatically included

Ending Your Membership Plan

Cancelling Your Membership

We highly encourage you to transfer your membership to the Try It plan instead of cancelling. In the event you wish to terminate your membership, you can do so at <https://hourcar.org/member-resources/>. We process account termination requests within 5 business days upon receipt. In the event of cancellation, we are not able to transfer or refund any remaining driving credits to you, as driving credit has no monetary value. Should your monthly membership fee regenerate between when you have requested to cancel and when we close your account, you are responsible for any fees during this time. If you wish to avoid a monthly membership fee, unsubscribe from your current fee and default to the Try It plan. We will cancel your membership within 5 business days upon request.

Termination or Suspension of Membership

We may suspend or terminate the membership of anyone who no longer meets membership eligibility requirements or who violates the terms of use in HOURCAR's Member Agreement, Member Handbook, or vehicle operator's manuals. HOURCAR may end the membership of anyone who repeatedly returns cars late, violates policies, leaves cars in substandard condition, repeatedly inconveniences other members, or otherwise at our discretion.

Finally, any major violations of our terms (listed below) will result in a \$250 fee and possible loss of membership.

MAJOR VIOLATIONS

- Driving recklessly or in a negligent manner
- Driving with a suspended or revoked driver's license
- Using the vehicle for the gig-economy (ie: Uber, Lyft, Doordash, Uber Eats, Grubhub, etc.)
- Driving under the influence of drugs/alcohol, or possession of alcohol in violation of open container laws
- Smoking in the vehicle (including cigarettes, vape pens, e-cigs, etc.) by driver or passengers
- Allowing anyone who is not a member in good standing with HOURCAR to drive
- Intentionally damaging or tampering with the vehicle or vehicle technology
- Using the vehicle for any illegal purpose or violating state or federal laws while within the vehicle
- Using the vehicle to transport people or property for money (i.e., taxi or parcel service)
- Leaving the scene of an accident
- Failing to report accidents, traffic violations, or damage to HOURCAR
- Taking the vehicle outside the continental United States
- Using the vehicle for off-road driving
- Obtaining the vehicle from HOURCAR by fraud or misrepresentation
- Using the vehicle to push or tow anything
- Using the vehicle in any race, test, or competition
- Fueling the vehicle with the improper type of fuel (all of our ICE vehicles use standard gasoline)
- Loading the vehicle beyond its rated capacity or with more passengers than available seat belts

Final Notes

Amendments

We reserve the right to amend the member terms, rates, and fee structure at any time, without notice. Current member terms and rates are always available on HOURCAR and Evie Carshare's website.

Notice and Contact Information

HOURCAR sends out notices about our service using the contact information given by members. Members are responsible for updating their postal and email mailing address, billing address, and other contact information through their online account. HOURCAR is not responsible for a member missing an update due to incorrect contact information.

