

## AGREEMENT FOR PILOT CAR SHARE PROGRAM

This Agreement For Pilot Car Share Program ("Agreement") is made and entered into on this 17 day of November 2009 ("Effective Date") by and between **car2go**, a limited liability corporation registered to do business in Texas, and the **CITY OF AUSTIN**, a municipal corporation, hereinafter referred to as the "City" or "City of Austin."

Car-sharing has been shown to mitigate environmental and transportation issues commonly affecting urban communities, including increased traffic congestion and limited infrastructure capabilities.

The City seeks to educate the public about car-sharing and encourage participation in car-sharing programs.

car2go and the City wish to carry out a pilot program to promote car-sharing as a viable and convenient transportation option for the public.

The parties to this agreement intend for the pilot program to be based on an exchange of reserved and unreserved no-cost parking for car2go vehicles for usage of car2go vehicles by City employees for City business.

The parties therefore hereby agree as follows:

1. Term. This agreement shall remain in effect for 6 months from the Effective Date. The parties, pursuant to the terms of this agreement, may agree in writing to extend the term of this agreement an additional 6 months.
2. General Terms and Conditions.
  - a. All of the exhibits attached to this Agreement are deemed incorporated by reference. The terms of Exhibit A, car2go's Standard Rental Process, and Exhibit B, car2go's Standard Terms and Conditions, are modified solely for the purposes of this Agreement as set forth in Exhibit C, Modification of Rental Process.
  - b. If there is a conflict between the express terms and provisions set forth in the body of this Agreement and the terms and provisions set forth in its Exhibits, the terms and provisions set forth in the body of the Agreement shall control and then the terms of Exhibit C, Modification of Rental Process and Terms and Conditions shall control over the other exhibits.
3. Obligations of the City
  - a. The City shall make available for use by marked car2go vehicles 20 reserved on-street parking spaces ("Reserved On-Street Parking") as set forth in Exhibit D. The City shall also make available off-street parking spaces sufficient for 85 car2go vehicles at various City of Austin facilities to be determined by the City

and car2go (“Reserved Off-Street Parking”). Additionally, during the term of this agreement marked car2go vehicles may park in any legal public on-street parking space in the City that is metered by the City or that is not metered or regulated by the State of Texas Department of Public Safety or the University of Texas (“Unreserved On-Street Parking”) without cost to car2go or the users of its vehicles.

- b. The Reserved On-Street Parking spaces shall be marked by a sign bearing the car2go logo. car2go shall provide the City with signs designating the Reserved On-Street Parking spaces and shall reimburse the City, within 30 days of the date of invoicing, for the City’s costs in installing the signs designating the parking spaces.
- c. Throughout the course of the Pilot, the City, upon car2go’s request, shall provide car2go with any publicly available data for use in car2go’s evaluation, development, and administration of the project.
- d. The City shall be responsible for managing and/or creating policies related to permitted uses by City employees.

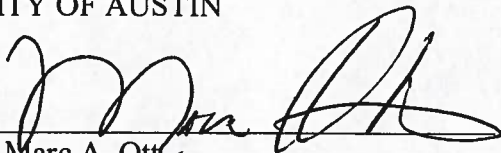
4. Obligations of car2go In consideration of the use of the Reserved and Unreserved On-Street Parking spaces, car2go shall provide the following services throughout the term of the Agreement:

- a. Subject to the following section 4(b), car2go shall allow City of Austin employees to use any available car2go vehicle between the hours of 7:30 a.m. to 6:00 p.m. Monday through Friday (City holidays excepted). All vehicles shall have current Texas registration and inspection stickers.
- b. car2go shall allow City of Austin employees to use car2go vehicles for a combined total of 42,031 minutes per month. If the city does not use all of the minutes allotted for any month, the unused minutes shall rollover and be available for use in the subsequent month.
- c. car2go members that are not City of Austin employees may not initiate the rental of a car2go vehicle parked in a Reserved Off-Street Parking space. car2go will use reasonable efforts to notify non-City Members of this restriction. car2go will work and cooperate with the City to monitor and enforce the restriction discussed in this subsection c.
- d. car2go shall properly maintain and repair the vehicles provided, keep them in a neat and clean condition, and provide all fuel and other supplies and parts required for proper and safe operation of the vehicles. If a vehicle is taken out of service for repair, car2go shall make available a comparable vehicle.
- e. All vehicles shall be clearly marked as being owned by car2go.


- f. City employees shall be able to reserve vehicles for use during the times specified in paragraph 4.a., above, by means of a web- and phone-based reservation system. car2go shall be responsible for maintaining and operating this system.
  - g. car2go shall also furnish a monthly report containing data related to usage and mileage information, including times and duration of use, mileage, and frequency of use per driver.
5. Joint obligations
- a. The parties shall meet at least once a month to assess the project.
  - b. Neither Party will be entitled to any exchange of dollars during this Pilot or after termination of the Pilot.
6. Termination. This Agreement will not terminate before the expiration of 6 months. This Agreement will not extend beyond 6 months unless the parties agree in writing to extend the Agreement for an additional 6 months before the 1<sup>st</sup> day of the fifth month following the Effective Date.
7. No Joint Enterprise. Nothing in this Agreement shall be construed as creating an ownership interest in the vehicles by the City or a partnership, joint venture, or joint enterprise between the Parties. car2go shall at all times be solely and completely responsible for ownership, operation, and maintenance of the vehicles.
8. Insurance. car2go shall carry insurance of the types and in the amounts listed in Exhibit F.
9. Advertising. car2go shall not advertise or publish, without the City's prior written consent, the fact that the City has entered into the Agreement, except to the extent required by law.
10. Communication. car2go's communication with City of Austin employees shall be as set forth in Exhibit E to this Agreement.
11. Merger. This Agreement constitutes the entire understanding of the parties relating to the subject matter herein, and there shall be no modification or waiver of the terms of this Agreement except by writing, signed by the parties to this Agreement. There are no oral representations or agreements between the parties regarding the subject matter of this Agreement.
12. Governing Law; Venue. The parties agree that this Agreement shall be construed and governed by the laws of the State of Texas. The parties further agree and intend that venue shall be proper and shall lie exclusively in the state courts of Travis County, Texas.

EXECUTED as of the date first written above.

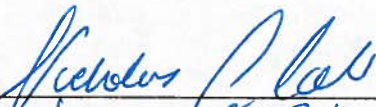
THE CITY OF AUSTIN

By:   
Name: Marc A. Ott  
Title: City Manager

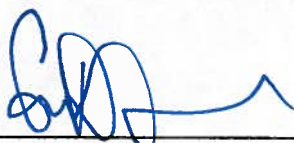
car2go, LLC.

By:   
Name: William J. Knapp  
Title: Chief Operating Officer

car2go, LLC.

By:   
Name: NICHOLAS E. COLK  
Title: PRESIDENT & CEO.  
CAR2GO N.A. LLC

**APPROVED AS TO FORM**

  
Gregory D. Miller  
Assistant City Attorney  
Tex. Bar ID 24046443

**Exhibits**

- Exhibit A - Rental Process
- Exhibit B - Membership Terms and Conditions
- Exhibit C - Modifications to Rental Process and Membership Terms and Conditions
- Exhibit D - Designated Parking Spaces
- Exhibit E - Communication Plan
- Exhibit F - Insurance Requirements

**EXHIBIT A**  
**RENTAL PROCESS**

The terms used herein are given the meanings assigned in car2go's Term and Conditions.

**I. APPLYING FOR MEMBERSHIP**

- A) Prospective Members will register via a self-initiated on-line car2go registration process.
1. Personal data will be validated.
  2. MVR checks will be run. During the Pilot program only American driver's licenses will be accepted.
  3. Personal data provided may be changed at anytime, but the Member and/or Driver must wait until the new data is verified and validated before being authorized to operate a car2go vehicle.
- B) By applying for membership, an applicant authorizes car2go to check applicant's driving record (MVR check) to determine if membership criteria are met. Applicant must have a valid driver's license issued by a jurisdiction acceptable to car2go for at least one year and must continue to maintain a valid driver's license for the duration of membership. Applicants will also need to provide payment information which will enable car2go to charge a credit card directly. The credit card provided must be held in the name of the individual applying for membership. Membership approval may also be impacted by decisions of car2go's insurer based on certain predefined criteria.

The following items appearing on a driving record may result in denial of a membership application:

1. A driver's license that is currently suspended, revoked, expired or surrendered;
2. Convictions for reckless driving within the past thirty-six (36) months;
3. Convictions for driving under the influence, driving while intoxicated or driving while impaired within the past thirty-six (36) months;
4. Three or more moving violations within the past twenty-four (24) months;
5. Failure to report an accident or leaving the scene of an accident within the past thirty-six (36) months; or
6. Conviction for possession of a stolen vehicle, or the unauthorized use of a vehicle, or the use of a vehicle in the commission of a crime in the past thirty-six (36) months.

In the event any of the circumstances described within ¶ I(B)(1)-(6) above occur after a Member's application for membership has been approved by car2go, the Member must notify car2go immediately.

In addition to the circumstances described within ¶ I(B)(1)-(6) above notice must also be given to car2go of any citations and/or warnings for moving or parking violations received while operating a car2go vehicle or during a Rental Period.

- C) Member's and Driver's license information will be retained for purposes of monitoring expiration dates and receipt of car2go notifications to update driver's license information before expiration.
- D) If membership criteria are met, as determined at car2go's sole discretion, and applicable fees, if any, have been paid, car2go will confirm acceptance and require acceptance of the Membership Terms and Conditions.
  - 1. At the option of car2go, Members may be required to re-acknowledge receipt of Membership Terms and Conditions on a touchscreen in the car-sharing vehicle prior to commencing a Rental Period.
- E) Membership is for one (1) year and will be renewed automatically at the end of its term for another one (1) year period unless Membership is terminated by car2go. At renewal, Members may be charged an annual registration fee, if any, in accordance with the then current fee schedule.

## **II. MEMBERSHIP TERMINATION**

- A) car2go shall have the right to terminate the membership of any Member without prior notice for any reason. Examples of circumstances which will result in termination of Membership include, but are not limited to, the following:
  - 1. The occurrence of any of the events described within ¶ I(B)(1)-(6) herein;
  - 2. Notification to car2go that the method of payment selected within the Member's application has been cancelled or revoked UNLESS an alternative method of payment acceptable to car2go has been arranged;
  - 3. Misuse of any car2go vehicle by the Member;
  - 4. Unauthorized use of any vehicle provided by car2go to a Member (unauthorized use of the vehicle includes, but is not limited to, removing the vehicle to an area outside the Fixed Area of Operations as defined in the car2go membership Terms and Conditions or utilizing vehicle fuel cards for vehicles other than the car2go vehicle rented);
  - 5. Member's and/or authorized Driver's return of car-share vehicle to unauthorized location; and

6. Failure to notify car2go of any defect with a vehicle adversely effecting operations of that vehicle.

B) car2go shall have the right to refuse to renew any membership for any reason including, but not limited to, those circumstances described within ¶ II(A)(1)-(6).

### **III. ISSUING car2go MEMBERSHIP CARDS**

A) Once approved for membership or driving privileges as appropriate, Members and Drivers will be issued membership cards equipped with an embedded RFID chip.

B) The chip will allow access to car2go vehicles and locking and unlocking capabilities.

C) Members and Drivers are precluded from giving, lending, or selling assigned membership cards to anyone, or otherwise allowing anyone to benefit from use of their membership card. Failure to comply with this condition will result in membership termination, will void any applicable Liability Protection, and may subject Member and/or Driver to liability for any damages that stem from the unauthorized use of a car2go vehicle.

D) If membership or fuel cards are lost or stolen, Members and/or Drivers must notify car2go immediately. car2go will replace membership or fuel cards for the fee set forth in the then current fee schedule. Taxes may apply to fees associated with membership or fuel card replacement.

E) Members will select a PIN number and will be responsible for indicating, at the commencement of the Rental Period which account should be charged for associated use (including, but not limited to, personal, business, or family).

### **IV. MAKING A RESERVATION/ACCESSING VEHICLES**

A) Members may reserve car2go vehicles as early as twenty-four (24) hours in advance and up to 15 minutes before commencing the rental. Reservations can be made online at the car2go website or by phone (additional reservation methods may be made available in the future), however, no more than five (5) reservations may be made in a twenty-four (24) hour period and all reservations must be separated by at least thirty (30) minutes.

B) A vehicle may not be reserved or rented for more than thirty (30) consecutive days. If a Rental Period exceeds thirty (30) consecutive days, the Rental Period will be terminated by car2go and Member will incur penalties and a manual per-day charge, as specified in the then current fee schedule, until the vehicle is returned to the Business Area. car2go further reserves the right to process payment for any used minutes after expiration of five(5) days, even if the Rental Period has not been closed. If payment is rejected or otherwise unauthorized, car2go retains the right to repossess the vehicle from its then current location and Member and/or Driver will assume all associated costs.

- C) Reservations may be cancelled up to fifteen (15) minutes before the reservation time without charge. Any reservation cancelled less than fifteen (15) minutes before reservation time will result in a charge in accordance with the then current fee schedule.
- D) Members may also choose to locate an available car2go vehicle in any area and commence a rental spontaneously, without a prior reservation.
- E) During the Rental Period, use of a car2go vehicle outside a 200 mile radius of Austin, Texas city limits is prohibited. Note that car2go support services may be limited when Member and/or Driver travel outside Austin, Texas city limits. At no time should a car2go vehicle leave United States territory. If a vehicle is driven outside the Fixed Area of Operation, the Member and/or Driver will be personally responsible for costs associated with returning the vehicle to the Business Area, including, but not limited to, costs associated with vehicle repair, motor-vehicle accidents or collisions, and towing services. Member will continue to incur rental charges until vehicle is returned to the Business Area. At its sole discretion, car2go reserves the right to repossess any car2go vehicle operating outside the Fixed Areas of Operation at anytime during or after the Rental Period has expired.

#### **V. CHECKS BEFORE USING THE VEHICLE**

- A) Before operating a car-share vehicle, Members are required to assess the interior and exterior of the vehicle for cleanliness. Members will be automatically connected with the service center as a result of certain identified responses. Members are also required to report any extraordinary soiling or damage to the car2go service center prior to operating the vehicle. Failure to report any deficiency can result in the last renting Member being held responsible for the repair or cleaning of the vehicle.
- B) If the Member-reported observations result in the anticipated car-share vehicle being deemed inoperable, Member will be assigned to a different car2go vehicle within walking distance. If no car2go vehicle is available, the service center can arrange a cab pick-up at the Member's expense.
- C) car2go will depend on its Members to return vehicles in a clean state. As a result, car2go cannot guarantee that a car2go vehicle will be clean and does not take responsibility for objects, if any, left in a vehicle by another Member or Driver.

#### **VI. USING THE VEHICLE**

- A) Members are responsible for the car2go vehicle and anything that happens to the vehicle from the moment it is unlocked with a membership card until the Rental Period is completed and the vehicle is locked again with the membership card.
- B) All children must be restrained in a federally-approved child restraint system in accordance with the applicable law of the State in which a rental commences.



- C) car2go adheres to a zero tolerance policy as related to the use of drugs and/or alcohol.
- D) Members are not allowed to smoke or use tobacco products, or allow anyone else to smoke or use tobacco products in a car2go vehicle.
- E) With the exception of service animals accompanying a Member, Driver, or passenger with a disability, animals are not allowed in the vehicle at any time unless they are contained within an appropriate animal carrier. Animals too large for carriers are not allowed in a vehicle.
- F) If a vehicle develops a mechanical or other problem effecting the safe operation of the vehicle, Members must let car2go know immediately by calling the car2go service center. The Call Center will then direct the Member or Driver to an alternate vehicle.
- G) If a Member has an accident or a car2go vehicle is vandalized or stolen, Members must first report the incident to the police and, at the first opportunity, to car2go.

#### **VII. RETURNING THE VEHICLE**

- A) Except for ordinary wear and tear due to reasonable use, Members and Drivers must return vehicles to designated locations and in the vehicle's original condition.
- B) The vehicle's location will be identified using GPS technology. Members are responsible for any and all parking violations that may be issued, as well as the costs that car2go may incur to retrieve the vehicle and return it to an authorized location.
- C) Vehicles returned with fuel tanks less than 20% full will be refueled by a third-party fueling company. Drivers have the option of using fuel cards. Refueling by customers could result in an account credit.
- D) Members and Drivers must return the fuel card, keys, and any other car2go property to the respective holders inside the vehicle and lock the vehicle using the membership card at the end of the Rental Period.

#### **VIII. CHARGES FOR USING THE VEHICLE**

- A) Per minute fees are contained within the current fee schedule available at [www.car2go.com](http://www.car2go.com).

#### **IX. BILLING**

- A) Members are responsible for the payment of all charges in any way incurred in connection with use of a car2go vehicle.
- B) When Members join, they will provide credit card details. car2go will be authorized to reserve credit with, or obtain an authorization from, the card issuer within twenty-four (24) hours of the beginning of a reservation.

- C) If a credit card charge is declined by the Member's credit card issuer (either for advanced authorization or incurred charges), car2go may suspend or terminate membership and/or use of car2go vehicles by any authorized Drivers designated on the Member's account.

**X. LIABILITY PROTECTION INCLUDED IN EVERY MEMBERSHIP**

- A) car2go membership includes Liability Protection at the level mandated by the automobile financial responsibility law of the jurisdiction in which the rental commences.

**XI. USE OF PERSONAL IDENTIFICATION DATA**

- A) car2go follows a Privacy Policy (the "Privacy Policy") regarding the use of personal identification data about individuals who are Members or prospective Members of the car2go vehicle-sharing program.

- B) A copy of the Privacy Policy is available at [www.car2go.com](http://www.car2go.com).

**XII. VEHICLE MAINTENANCE, FUELING, AND PERIODIC INSPECTIONS**

- A) car2go will contract with third-parties to provide periodic maintenance, fueling, and inspections.

- B) Established guidelines should be reasonable and prudent in accordance with North American Car-Sharing Industry Code of Ethics and Standards of Practice.

## EXHIBIT B

### TERMS AND CONDITIONS

car2go offers car-sharing memberships to private individuals and authorized legal entities that have been pre-approved through an application process and registered as car2go Members. This Agreement is a contract and governs the relationships, rights, and obligations between car2go and the Member. A car2go Member must agree to the terms and conditions contained in this Agreement before reserving and using a car2go vehicle located in the United States.

#### Section 1 – Definitions

1.1 **Agreement**

This membership Terms and Conditions including its schedules, whether made available in print or electronically through car2go's website.

1.2 **Business Area**

The area predefined by car2go as the exclusive area for commencement and termination of a Rental Period. A map of the current Business Area is available and displayed at [www.car2go.com](http://www.car2go.com).

1.3 **Driver**

Any individual who is authorized to drive a car2go car-sharing vehicle under the terms of this Agreement as a Member or an authorized user with drive privileges at the expense of a Member.

1.4 **Fixed Area of Operation**

The predefined area including the city of Austin, Texas and a 200 mile radius outside Austin, Texas, but never including any area not within the United States.

1.5 **Member**

An individual approved through an application process and registered as an authorized car2go user and who has agreed to car2go membership Terms and Conditions and Rental Process.

1.6 **Monthly Usage Statement**

A summary of all fees assessed to a Member's account by car2go, generated on a monthly basis, and made available at [www.car2go.com](http://www.car2go.com).

1.7 **Rules**

All the rules of operation contained in this Agreement, its schedules, and periodic guidelines, rules, or restrictions issued by car2go from time to time.

1.8 **Rental Period**

The span of time beginning when a Member commences a trip pursuant to Section 5 below and ending when the trip is ended pursuant to Section 6 below.

**1.9 Schedules**

All the schedules to this Agreement, including the currently effective fee schedule.

**Section 2 – Terms of Use**

- 2.1 This Agreement is a car-sharing membership contract, but does not in itself confer any right to use car2go vehicles. Members may use car2go vehicles, to the extent available, in accordance with the terms of this Agreement and subject to associated fees.
- 2.2 car2go is the owner of any car2go membership cards, RFID chips,, or other Member identifying information or property issued to or used by Members during the term of this Agreement.
- 2.3 Satisfying eligibility criteria does not automatically give an applicant the right to become a car2go Member. Acceptance of the applicant's membership is subject to approval by car2go in its sole discretion.
- 2.4 The Member represents and warrants to car2go that it has received these Terms and Conditions, the associated Rental Process, and all reasonable explanations concerning the content of the Agreements, including all schedules;; and has carefully reviewed and accepted Member commitments and obligations there under.

**Section 3 – Drive Authorization**

- 3.1 The only persons who shall be authorized to drive car2go car-sharing vehicles are persons who:
  - a) are Members or authorized Drivers as defined in Section 1;
  - b) hold a valid driver's license issued in a United States jurisdiction authorizing the holder to drive a passenger vehicle, and who meet all of the conditions, restrictions, or other requirements that may be contained therein;
  - c) are at least 22 years of age, unless otherwise agreed to by contract.
  - d) have a valid car2go Membership card in accordance with Section 5 herein;
  - e) are of sound mind and memory and have not used any drugs, imbibed any alcohol or taken any medication that could adversely affect their ability to drive (for alcohol, a zero-tolerance policy is adopted and a limit of 0.0% applies); and who
  - f) have selected a method of payment in the car2go internet portal and have registered the corresponding data or Drivers who are authorized to drive at the expense of a Member.

Should any Member's driver's license be revoked or lost, authorization to drive car2go vehicles shall expire immediately.

- 3.2 All Drivers are strictly prohibited from permitting third-parties, unauthorized by car2go (including another car2go Member), to drive car2go vehicles. Unauthorized third-parties include a third-party Member who is not the Driver of record for the Rental Period. For each violation of this prohibition, the Member hereby agrees to pay liquidated damages in the amount of \$1,500 per violation. car2go reserves the right to claim further damages.

#### **Section 4 – Means of Access**

- 4.1 Members will have a car2go RFID chip embedded into a membership card issued by car2go. As a result, the Member is able to rent and access car2go vehicles subject to other requirements contained herein.
- 4.2 The car2go membership card and associated RFID chip remains the property of car2go. Removing the chip from the membership card will destroy its electronic function. Separating the chip in any way from the membership card is prohibited. Any violations of this provision shall result in the immediate revocation of drive authorization and Member or Driver status. The Member will also be excluded from the car2go car-sharing program.
- 4.3 Any use of information technology in an attempt to read, copy or manipulate the car2go RFID chip is strictly prohibited. Any violations of this provision shall result in the immediate revocation of drive authorization and Member status. The Member will also be excluded from the car2go car-sharing program. The Member shall bear the costs of any damage that may potentially result from such violation.
- 4.4 Drivers agree to immediately report the loss of his or her membership card to car2go (via the internet portal or by telephone to the Service Center), so that car2go can deactivate the RFID chip and prevent any improper use. The Member will be informed of such deactivation via e-mail to the e-mail address provided by the Member at the time of registration.
- 4.5 The Member shall be held liable for all fees for lost membership cards and damages resulting from loss of a membership card, including but not limited to, theft, damage, or improper use of a car2go vehicle.
- 4.6 Members agree to pay a fee, as determined by car2go, for the replacement of lost or damaged car2go RFID chips or membership cards assigned to the Member and/or the Member's authorized Drivers. The fee is provided in the then current fee schedule.

#### **Section 5 – Reservation and Commencement of Rental Period**

- 5.1 Drivers may rent car2go vehicles spontaneously, without any previous reservation. Such spontaneous use is possible only for those car2go vehicles that are marked "available" as evidenced by a green status light and whose card reader displays a corresponding "available" notice.
- 5.2 car2go vehicles may be reserved, at the option of the Member, as early as twenty-four (24) hours and up to fifteen (15) minutes in advance. This advanced reservation may be made via the web portal or by telephone. car2go retains the right to refuse advance booking if the number of available car2go vehicles is not sufficient to fulfill all reservation requests. No more than five (5) reservations may be made for any twenty-four hour (24) period and all reservations must be separated by at least thirty (30) minutes. If car2go accepts the advanced reservation, the Driver will be informed via an instant text message (SMS), of the location of the reserved car2go vehicle 15 minutes prior to the reservation time. Members should note that cell phone providers may charge a fee for receiving text messages. Members should contact their cell phone providers for any fees associated with receipt of text messages. car2go is not responsible for any fees assessed by the Member's or Driver's cell phone provider for receipt of text messages.

- 5.3 Should a Member not make use of a vehicle reserved by advance booking, or should the reservation be cancelled less than fifteen (15) minutes before the rental is scheduled to commence, the Member may be charged a fee as set out in the then current fee schedule.
- 5.4 The Driver is under obligation to assess the car2go vehicle, prior to commencing any rental, for any visible defects, damages, or excessive soiling, and must notify car2go of any observed defects, damages, or problems to or with the vehicle itself or with any installed technology including car2go installed screens, pursuant to the car2go Rental Process. A telephone connection between the car2go vehicle and car2go service center will be established in order to ascertain the nature and seriousness of any reported defects, damages and/or soiling. The Driver is under obligation to make complete and truthful statements. The Service Center is entitled to prohibit the Driver from using the car2go vehicle if the reported defects, damages, or soiling is deemed a safety hazard.
- 5.5 The car2go service center is entitled to contact the car2go vehicle or the Member/Driver by telephone in the event of disruptions to the normal course of use (including but not limited to, failure to commence a trip within a 30-minute period after a Member rents a car2go vehicle; or if the car2go vehicle is parked for 15 minutes or more without having been locked), in order to establish the cause of the disruption to the normal course of use. The incoming call is indicated to the car2go vehicle Driver by visual and acoustic signals. The car2go Service Center is authorized to prohibit any continued use of the car2go vehicle and/or notify the appropriate authorities should it have cause to suspect behavior violating any laws or these Terms and Conditions of use.
- 5.6 The Rental Period is commenced as soon as the Driver holds the car2go RFID chip embedded in the membership card to the card reader installed in the windshield area, and the onboard computer has confirmed receipt of the information stored on the electronic key by unlocking the central locking system.
- 5.7 The term of the Rental Period shall end upon the termination of the rental by the Member with due care, in accordance with Section 6 below. During the Rental Period, use of a car2go vehicle outside a 200 mile radius of Austin, Texas city limits is prohibited. At no time should a car2go vehicle leave United States territory. If a vehicle is driven outside the Fixed Area of Operation, the Member and/or Driver will be personally responsible for costs associated with returning the vehicle to the Business Area, including, but not limited to, costs associated with vehicle repair, motor-vehicle accidents or collisions, and towing services. Member with continue to incur rental charges until vehicle is returned to the Business Area. At its sole discretion, car2go reserves the right to repossess any car2go vehicle operating outside the Fixed Area of Operation at anytime during or after the Rental Period has expired.

#### **Section 6 – End of Rental Term**

- 6.1 Should the Driver wish to end a rental, he / she is under obligation:
- a) To park the car2go vehicle, at his/her choice, in a parking spot within an area designated and marked as a car2go car-sharing parking spot or in another parking space for passenger vehicles authorized by car2go. The Member will be personally responsible for any traffic, moving, or parking violation citations issued for failure to comply with traffic rules or other laws;

- b) To ensure that the key, fuel card and, if applicable, parking card have been returned to holders in the car2go vehicle's glove compartment;
  - c) To ensure that all windows and doors are fully closed and that all lights have been turned off, and
  - d) To ensure that no trash or soiling remains in the car2go vehicle.
- 6.2 The rental may be ended only if the car2go vehicle is located within the City of Austin. The exact boundaries are shown at all times on the website at [www.car2go.com](http://www.car2go.com). Although vehicles may be driven up to 200 miles outside the City of Austin (Fixed Area of Operations), a rental may only be commenced and ended within the Business Area.
- 6.3 The rental may be ended only if, at the location at which the car2go vehicle is parked, a connection with a mobile phone can be established. Should this not be possible, the Driver will have to park the car2go vehicle at another car2go authorized location.
- 6.4 The end of the rental is initiated by the Driver holding his/her membership card with a valid car2go RFID chip to the car2go vehicle once again (card reader in the windshield area). The rental is ended only if the display unit of the card reader has correspondingly confirmed this. Should the Driver leave the car2go vehicle before receiving confirmation that the Rental Period has ended, the Driver shall continue to accrue costs at his or her own expense or at the expense of the applicable Member.

#### **Section 7 – Settlement Account, Use Authorization Across Accounts**

- 7.1 To enable the rent and use of the car2go vehicle, participating private individuals must:
- a) have either selected a payment method on the internet portal and must have provided the corresponding data; or they must
  - b) have been authorized by a Member, with his or her own settlement account, to rent/use car2go vehicles at his or her expense.
- 7.2 Members authorizing Drivers to charge their rental to the Member's settlement account shall be held liable for all fees and costs resulting from the Driver's use, including charges and fees in accordance with the fee schedule referenced herein and available at [www.car2go.com](http://www.car2go.com), as well as for any damages caused by the Driver. Members shall accept declarations and notices from car2go for authorized Drivers.
- 7.3 Members may select a fee model from the options offered by car2go. Rentals shall always be settled according to the fee model selected for the settlement account that is responsible for fees incurred (regardless of who initiated the rental).

#### **Section 8 – Prices and Payments in Default**

- 8.1 Member hereby enters into an obligation to pay the prices set out in the fee schedule referenced herein or the then current fee schedule, including any modifications made available at [www.car2go.com](http://www.car2go.com). The fee structures and prices have been set out in the fee schedule and include reference to community and venue taxes applicable in certain jurisdictions. Payment is due upon the Rental Period commencing.
- 8.2 Should the vehicle not be operational although a green status light indicated that it was "available," the Member will not be charged for the rental fee.

8.3 Payments by Members shall be made with his/her credit card. The Member is under obligation to ensure that the account from which the amounts are to be collected have sufficient funds available to cover any charges. Member is solely responsible for any associated bank charges or fees.

8.4 In the event the Member defaults on any payments, car2go is entitled to charge reminder fees and default interest in accordance with the provisions of the law.

### **Section 9 – Obligations of Members and Drivers, Prohibitions**

9.1 Members and Drivers hereby agree:

- a) to handle the car2go vehicle gently and with care, in particular to observe the stipulations of the manufacturer's manual and the break-in rules, as well as to adhere to applicable maximum and minimum speeds;
- b) to immediately inform the car2go service center of any instances of major soiling (the service center can be reached from each car2go vehicle at no charge via the installed telephone). Damages resulting from force or accident should first be reported to the police, followed by reporting to car2go at the first available opportunity. At the request of car2go or its insurer, the Member is under obligation to transmit to car2go a copy of any citations reports or other documents related to the accident and in the Member or Driver's possession;
- c) to secure the car2go vehicle against theft (windows must be closed and central locking system enabled);
- d) to ensure that the car2go vehicle is used only in a state in which it is roadworthy and reliable;
- e) to comply with all legal obligations in connection with the operation of the car2go vehicle, in particular those created by the State of Texas and local jurisdictions, to the extent such obligations are not borne by car2go by reason of the present contract;
- f) to notify car2go of any citations and/or warnings for moving or parking violations received while operating a car2go vehicle or during a Rental Period.
- g) to keep any password and/or PIN numbers in strict confidence and to not make passwords or PINs available to third-parties, including noting passwords or PINs on or near the car2go membership card. At no time should a PIN and/or password be recorded or reduced to written or electronic form. Should a PIN or password be reduced to written or electronic form, the Member will be responsible for any associated costs and/or damages in connection with unauthorized use by third-parties. If a Member or Driver has reason to believe a third-party may have obtained unauthorized knowledge of a password and/or PIN, Member and/or Driver agree to change the compromised password and/or PIN;
- h) to car2go recording telephone conversations in connection with car2go membership, in order to clear up legal issues, and/or to improve the quality of its vehicles and services.

9.2 The Driver is prohibited from:

- a) Using the car2go vehicle under the influence of alcohol, drugs or medication that could adversely impact his/her ability to drive; drinking alcohol and driving is strictly prohibited (for alcohol, a zero-tolerance policy is adopted and a limit of 0.0% applies);



- b) Allowing third-parties, other than the Member or Driver initiating the Rental Period, to drive a car2go vehicle (this also applies for persons who are themselves car2go Members or Drivers, but did not initiate the current rental);
  - c) Using the fuel card in order to get gasoline for vehicles other than the car2go vehicle to which the fuel card is assigned;
  - d) Using the car2go vehicle for cross-country drives, motor sports events, or races of any kind;
  - e) Using the car2go vehicle for vehicle tests, driving classes, or in order to transport persons as part of a commercial operation;
  - f) Using the car2go vehicle to transport flammable, poisonous, or otherwise hazardous substances for other than household use or in amounts greater than what is usually consumed in a household;
  - g) Transporting objects with the car2go vehicle that could – due to their size, shape or weight – adversely impact the vehicle’s handling safety or that could damage the interior of the car2go vehicle;
  - h) Using the car2go vehicle in the commission of a crime;
  - i) Smoking in the car2go vehicle or allowing passengers to smoke;
  - j) Taking animals into the car2go vehicle unless they are in a closed cage that has been safely stored in the luggage compartment and as otherwise necessary to comply with applicable provisions of the Americans with Disabilities Act;
  - k) Excessive soiling of the car2go vehicle or leaving trash of any kind in the car2go vehicle;
  - l) Removing objects that are attached to the car2go vehicle or form part of the vehicle’s equipment;
  - m) Having more than two people sit in the car2go vehicle; and
  - n) Personally performing or authorizing repairs or any conversions on or to the car2go vehicle.
- 9.3 In the interests of all Members, Drivers, and the general public, the style of driving should be suited to improving fuel economy.

**Section 10 – Actions in the Event of Accidents, Damages, Defects, Repairs**

- 10.1 The Driver is to report any accidents, damages or defects that occur while the car2go vehicle is being used to the local police, followed by reporting the car2go service center at the first available opportunity (the car2go service center can be contacted free of charge by telephone using the telephone function installed in each car2go vehicle).
- 10.2 Accidents must be reported to the police. The Driver is under obligation to remain at the accident site until the police have finished making record of the accident and must take reasonable measures to conserve evidence and mitigate any damages. In the event of an accident, the Driver may not acknowledge his or her culpability, may not accept or admit any liability or make any similar declaration. The car2go vehicle that has suffered the accident may be parked only in an area that is sufficiently supervised and safe.

- 10.3 In all cases, car2go is entitled to any compensation of damages paid in connection with damages to a car2go vehicle. Should such funds have been paid to the Member or to the Driver, such funds must be transferred to car2go.
- 10.4 The Member and/or Driver are fully responsible for the consequences of traffic offenses or criminal acts that are established to have been perpetrated in connection with use of the car2go vehicle, and shall be held liable by car2go for any fees and costs car2go may incur in connection with same. In such events, car2go is under obligation to provide the name of the Driver to the appropriate authorities.
- 10.5 Should car2go so demand, the Member and/or Driver must immediately provide information on the location of the car2go vehicle and to enable inspection by car2go or other third-parties designated by car2go.

#### **Section 11 – Termination, Ending of Rental Period**

- 11.1 car2go shall be entitled to terminate membership and/or driving privileges immediately if the Member and/or Driver:
- a) Defaults on payments that are due;
  - b) Ceases to make payments in general;
  - c) Has made incorrect statements or has failed to disclose circumstances in the course of the rental relationship; or
  - d) Does not cease and desist from grave violations of the Terms and Conditions in spite of having been asked to do so in writing, or does not immediately remedy the consequences of such violations.
- 11.2 If a car2go membership is terminated in accordance with the above paragraph, car2go has the following rights:
- a) It is entitled to have the car2go vehicle returned immediately upon termination of the membership. Should the Member fail to immediately return the car2go vehicle, car2go shall be entitled to take possession of the car2go vehicle at the costs of the Member;
  - b) It is entitled to payment of any rental fees and/or associated costs until the car2go vehicle is returned; and
  - c) It is entitled to compensation of damages. By way of compensating its damages, car2go will invoice the Member for specific damages resulting from the non-fulfillment of the Terms and Conditions.
- 11.3 car2go or the Member may terminate this Agreement with or without cause at any time by providing written notice to the non-terminating party. Notwithstanding any termination, Member and/or Driver will remain liable for all charges, including account balances and any damages and penalties incurred as of the date of termination or upon discovery by car2go.

#### **Section 12 – Insurance and Responsibility to Member or Third-Parties**

- 12.1 car2go complies with applicable motor vehicle financial responsibility laws. If Member is in compliance with the Terms and Conditions of the car2go car-sharing program and is age 22 years or older (or as otherwise agreed to by contract), car2go shall provide primary liability protection on car2go vehicles for claims and/or liabilities arising out of the use or operation of the vehicle by the Member and/or Driver up to and including an amount equal

to the minimum financial responsibility limits required by law in the state in which the accident occurs. Member and/or Driver will be responsible for any associated deductible.

- 12.2 If at any time it is determined that losses will exceed the applicable minimum financial responsibility limits provided by car2go, Member's and/or Driver's personal insurance policy will apply and the Member's or Driver's insurance carrier may be notified for assumption of all further liability claims.
- 12.3 car2go is not responsible for any damage to, loss or theft of, any personal property, whether the damage or theft occurs during or after termination of the car-sharing Rental Period regardless of fault or negligence.

### **Section 13 – Liability of the Member, Liquidated Damages, Exclusion**

- 13.1 The Member and/or Driver shall be held liable by car2go for theft, damages to or the loss of the car2go vehicle, and for damages suffered by a third-party. The Member or Driver shall fully compensate car2go for such damages, provided the damages were caused by intentional acts or gross negligence of the Member or Driver or by actions of a third-party that are to be attributed to the Member. Furthermore, the Member shall be held liable to car2go for the full amount of damages if the car2go vehicle has been damaged or lost or if a third-party has suffered damages by the fact that the Member or third-parties for whom the Member is responsible have culpably violated the present Terms and Conditions or the stipulations of applicable law and have thus adversely impacted insurance coverage. In the event that an uninsured Member and/or Driver is liable, the Member and/or Driver shall indemnify car2go against any claims by third-parties.
- 13.2 The Member and/or Driver are under obligation to pay liquidated damages if he/she has permitted a person to drive the car2go vehicle who is not authorized to drive it. car2go reserves the right to claim further damages. In such event, the liquidated damages will be offset.
- 13.3 In the event of grave violations of this Agreement, including any default on payments, car2go may exclude, with immediate effect, the Member or, as applicable, the Driver from the use of the vehicle and may deactivate the access means (car2go RFID chip); this exclusion may be temporary or permanent. The Member or, as the case may be, the Driver, will be informed of his/her exclusion by e-mail.
- 13.4 **Indemnification by Member**-Member and Driver shall defend, indemnify and hold car2go, its parent and affiliates and their respective directors, officers, employees, shareholders, agents, attorneys, assigns and successors-in-interest, harmless for all losses, liabilities, damages, injuries, claims, demands, costs, attorney fees, and other expenses incurred by car2go in any manner from the car2go car-sharing program and based upon Member's non-compliance with these Terms and Conditions, or from the use of vehicle by Member or any person, including claims of, or liabilities to, third-parties. Member or Driver may present a claim to Member's or Driver's insurance carrier for such events or losses; but in any event, Member and/or Driver shall have final responsibility to car2go for all such losses. This obligation may be limited to the extent car2go's minimum financial responsibility coverage applies.

### **Section 14 – Data Protection**

- 14.1 car2go captures, stores, processes and uses the Member's and Driver's personal data, including the usage and vehicle data as they relate to the Member and Driver, to the extent

this is necessary for the purpose of implementing the Terms and Conditions and Member or Driver relationship.

- 14.2 Should, in the context of the Member, Driver, rental, or registration relationship, third-party services be used, car2go is entitled to forward to the third-party service provider the Member's and/or Driver's personal data, to the extent this is required in order to fulfill membership or use requirements.
- 14.3 Rental Periods shall be itemized in a car2go statement and made available to Members via private web portal access at [www.car2go.com](http://www.car2go.com). The statement will include the rental commencement time, point of departure and termination, the duration of the rental, distance driven, and associated costs. Should a Member or Driver have his/her rentals charged to the settlement account of a different Member, this information shall be itemized on the statement with reference to the applicable Driver.
- 14.4 car2go shall implement and maintain reasonable procedures for protecting sensitive personal information in compliance with applicable law.

#### **Section 15 – General**

- 15.1 **Refund Policy**-Fees for use of car2go vehicles are incurred as provided in this Agreement, the car2go Rental Process, and current fee schedules. Daily rental history and fees assessed by car2go to a Member's account can be viewed by accessing Member account information at [www.car2go.com](http://www.car2go.com). car2go will also generate a Monthly Usage Statement summarizing all fees assessed to a Member on a monthly basis. The Monthly Usage Statement can also be viewed and downloaded by accessing Member account information at [www.car2go.com](http://www.car2go.com).

Members are on notice of all fees assessed at the time the Monthly Usage Statement is made available at [www.car2go.com](http://www.car2go.com). Any request for refund of fees assessed to a Member's account must be received within fourteen (14) days of the date the Monthly Usage Statement is made available at [www.car2go.com](http://www.car2go.com). Refunds are subject to review and approval on a case-by-case basis at car2go's sole discretion.

- 15.2 **Choice of Law**-All items and conditions of this Agreement shall be interpreted, construed and enforced pursuant to the law of the State where the vehicle is located at commencement of the Rental Period.
- 15.3 **Conflicts**-In the event of any conflict between this Agreement and any other document with respect to the car2go car-sharing program, this Agreement shall govern except otherwise set forth from car2go in writing.
- 15.4 **User Guide, Parental Consent Forms, Application**-This Agreement, together with the User Guide, Rental Process, member application, and any applicable consent forms, constitute the entire agreement between the Member and car2go and will become a binding agreement between the Member and any authorized Drivers upon acceptance by the Member. Should any individual terms or provisions in this Agreement become ineffective, this shall not impact the effectiveness of the remaining terms of the Agreement.
- 15.5 **Modifications**-Any modifications to these Terms and Conditions are available at [www.car2go.com](http://www.car2go.com) and are deemed approved by the Member unless written notice of objection is received in writing by car2go. Any notice of objection is deemed effective upon written confirmation of receipt from car2go to the Member.

15.6 **Questions-Comments** or questions regarding these Terms and Conditions should be directed to car2go. Visit [www.car2go.com](http://www.car2go.com) for available methods of contact.

## EXHIBIT C

### Modification of Rental Process and Terms and Conditions

car2go's standard Rental Process and standard Terms and Conditions are modified to reflect the requirements of the Carsharing Pilot as follows:

#### RENTAL PROCESS

(A) Article I, Para. D. Article I, Para. D of Rental Process is hereby modified to read in its entirety as follows:

*"D) A car2go member who is participating in the City of Austin-car2go pilot as an employee of the City of Austin ("COA Member") may be required to electronically sign or otherwise use a touch-screen to simulate an indication of his or her consent to or acknowledgment of receipt of these terms and conditions as a condition to commencing a car rental period. This requirement of simulating consent or acknowledgment of receipt by electronic signature or use of a touch-screen is a formality necessitated by the available car rental technology. The parties shall not construe a COA Member's electronic signature or other use of a touch-screen to commence a car rental period as actual consent to any terms and conditions. A COA Member is only obligated to adhere to the membership terms and conditions as modified by agreement between the City of Austin and car2go in the Agreement for Pilot Car Share Program."*

(B) Article I, Para. E. Article I, Para. E of Rental Process is hereby modified to read in its entirety as follows:

*"E) Membership is for the term of the Pilot Car Share Program or as specified by the parties."*

(C) Article VI, Para A. Article VI, Para A of Rental Process is hereby modified to read in its entirety as follows:

*"A) [RESERVED]"*

(D) Article VIII. Article VIII, along with its subparts, of the Rental Process is hereby modified to read in its entirety as follows:

*"VIII. Charges for Using the Vehicle [RESERVED]"*

(E) Article IX. Article IX, along with its subparts, of the Rental Process, is hereby modified to read in its entirety as follows:

*" IX. Billing [RESERVED]"*

(F) Article XI. Article XI of the Rental Process is hereby modified by adding the following section (C):

*(C) "car2go shall not sell or otherwise provide Member information to any third parties, including any parent company, subsidiary, or affiliate of car2go except as is necessary to share for insurance purposes. car2go shall not use Member information for marketing purposes during the term of membership or any time after the expiration of membership."*

#### **TERMS AND CONDITIONS**

(G) Section 7. Section 7 of Terms and Conditions, along with its subparts, is hereby modified to read in its entirety as follows:

*"Section 7 – Settlement Account, Use Authorization Across Accounts [RESERVED]"*

(H) Section 8. Section 8 of Terms and Conditions, along with its subparts, is hereby modified to read in its entirety as follows:

*"Section 8 – Prices and Payments in Default [RESERVED]"*

(I) Section 9.1(a). Section 9.1(a) of Terms and Conditions is hereby modified by deleting the phrase "the break-in rules."

(J) Section 9.1(c). Section 9.1(c) of Terms and Conditions is hereby modified to read in its entirety as follows:

*"to roll up the window and lock the doors after exiting the vehicle;"*

(K) Section 9.1(d). Section 9.1(d) of Terms and Conditions is hereby modified to read in its entirety as follows:

*"d) [RESERVED]"*

(L) Section 9.1(g). Section 9.1 (g) of Terms and Conditions is hereby modified by deleting the sentence "At no time should a PIN and/or password be recorded or reduced to written or electronic form."

(M) Section 9.1(h). Section 9.1(h) of Terms and Conditions is hereby modified to read in its entirety as follows:

*"h) that car2go shall not record telephone conversations with a Member without first notifying the Member beforehand. The City may notify its employees, consistent with its policies and procedures, that they may decline consent to engaging in a recorded conversation with car2go."*

(N) Section 9.2 (k). Section 9.2(k) of Terms and Conditions is hereby modified by inserting the phrase “more than incidental amounts of,” after the word “leaving.”

(O) Section 10.3. Section 10.3 of Terms and Conditions is hereby amended to read in its entirety as follows:

*“10.3 car2go is entitled to any compensation of damages paid for damages to a car2go vehicle. If such funds have been paid to a Driver or a Member such funds must be transferred to car2go.”*

(P) Sections 10.4. Section 10.4 of Terms and Conditions is hereby deleted.

(Q) Section 10.5. Sections 10.5 is hereby modified by deleting the phrase “and to enable inspection by car2go or other third parties designated by car2go,” any by inserting a period following the word “vehicle.”

(R) Section 11.1 (a). Section 11(a) of Terms and Conditions is hereby modified to read in its entirety as follows:

*“1(a) [RESERVED]”*

(S) Section 11.1 (b). Section 11(b) of Terms and Conditions is hereby modified to read in its entirety as follows:

*“ (b) [RESERVED]”*

(T) Section 12. Section 12 of Terms and Conditions, along with its subparts, is hereby modified to read in its entirety as follows:

*“Section 12 – Insurance and Responsibility to Member or Third Parties*

*12.1 car2go agrees to provide insurance on Car-Sharing Vehicles in the following coverage amounts:*

*(a) \$100,000 for bodily injury to or death of one person in one accident;*

*(b) \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and*

*(c) \$50,000 for damage to or destruction of property of others in one accident (deductible of \$1,000.00 per occurrence).*



12.2 *If during, or related to, the use of a Car-Sharing Vehicle, a City employee or authorized designee causes bodily injury or death to any person or damage to any property, car2go's vehicle insurance policy will cover such damage up to the statutory limits listed above. The City employee shall be responsible for any associated deductible as set forth in City of Austin Administrative Bulletin 95-06.*

12.3 *If during, or related to, the use of a Car-Sharing vehicle, a City employee or authorized designee causes bodily injury or death to any person or damage to any property that exceeds the statutory limits of car2go's vehicle insurance policy as listed above, any excess amount shall be covered under insurance policies of the City and/or the driver of the Car-Sharing Vehicle.*

(U) Section 13. Section 13 of Terms and Conditions, along with its subparts, is hereby modified to read in its entirety as follows:

*"Section 13 – Liability of the Member*

*The Member or Driver shall fully compensate car2go damages caused by the intentional acts or gross negligence of the Member or Driver or by actions of a third-party that are to be attributed to the Member to the extent that such damages are not covered by the insurance policies of car2go or of the City.*

(V) Section 14.2. Section 14.2 of Terms and Conditions is modified by adding the following after the end of the last sentence:

*"car2go shall not sell or otherwise provide Member information to any third parties, including any parent company, subsidiary, or affiliate of car2go except as is necessary to share for insurance purposes. car2go shall not use Member information for marketing purposes during the term of membership or any time after the expiration of membership."*

(W) Section 15.1. Section 15.1 of Terms and Conditions is hereby modified to read in its entirety as follows:

*"15.1 [RESERVED]"*

(X) Section 15.3. Section 15.3 of Terms and Conditions is hereby modified to read in its entirety as follows:

*"15.3 [RESERVED]"*

(Y) Section 15.5. Section 15.5 of Terms and Conditions is hereby modified to read in its entirety as follows:

"15.5 [RESERVED]"

## **Exhibit E**

### **Communications Plan for Car2Go**

The City of Austin's commitment to becoming the best-managed city in America is evident in its effort to identify and implement progressive solutions to address the challenges associated with urban growth, mobility and environmental sustainability. Fulfilling this mission brought car2go and the City of Austin together to develop a pilot program to specifically address alleviating congestion, reducing emissions, facilitating innovative transportation solutions and increasing use of public transportation.

The Objective is to engage every City of Austin Employee to take an active role in piloting this expansive car-share program.

1. Electronic Promotion/Awareness
2. Training/Orientation
3. Media
4. Video
5. Brochure
6. Survey/Focus Group
7. Welcome Kit Package

The city will appoint an administrator for the car2go pilot. This person will be a point of contact for City Employees to call or email with questions pertaining to this pilot.

## **Emails to COA employees:**

- 1) Initial contact to department heads explaining program, timeline, rules and communications to employees
- 2) Email to employees introducing program, timing, rules, learn more through C2G link
- 3) Email to employees announcing official contract, information about Fairs in your area; and an invitation to join via C2G link

After initial contact by COA, Daimler/Car2Go can email employees previously approved messages about the program and operation, once the employee gives permission to be contacted.

COA will also publish information on its internal employee homepage with a link to Car2Go and in its internal employee online newsletter.

## **Employee Fairs**

C2G will conduct employee fairs at COA location parking lots for employees to see the vehicles and sign up for the program.

## **News Conference/Press Release**

City of Austin and Car2Go will jointly conduct a press conference and issue a press release about the pilot program. Expected Nov. 17, 2009.

## **Video**

Car2Go will prepare a short instructional video on how to use the vehicles.

## **Brochure**

Car2Go will prepare a brochure with instructions on the pilot program for City of Austin employees.

## **Welcome Kit**

Car2Go will furnish a welcome letter, membership card, membership rules for use of vehicles with COA.

### Exhibit D

<b>Location</b>	<b>Meter Numbers</b>	<b>Spaces</b>	<b># of smarts</b>	
800 W 5th Street	801 & 803	2	4	
500 West Street	500 & 502	2	4	
12th and Rio Grande	611 & 613	2	4	
8th and Guadalupe	801, 803 & 805	3	6	
2nd and Lavaca	1 Space in front of carshare car	1	2	
900 Dean Keaton		2	4	
2300 San Antonio	2305 & 2307	2	4	
800 W 6th		825	1	2
100 E 4th	100 & 102	2	4	
Red River / Erwin Center		1528	1	2
800 Colorado	800 & 802	2	4	
		20	40	

## EXHIBIT F

### INSURANCE REQUIREMENTS

car2go agrees to provide insurance on Car-Sharing Vehicles in the following coverage amounts:

- (1) \$100,000 for bodily injury to or death of one person in one accident;
- (2) \$300,000 for bodily injury to or death of two or more persons in one accident, subject to the amount provided by Subdivision (1) for bodily injury to or death of one of the persons; and
- (3) \$50,000 for damage to or destruction of property of others in one accident (deductible of \$1,000.00 per occurrence).

If during, or related to, the use of a Car-Sharing Vehicle, a City employee or authorized designee causes bodily injury or death to any person or damage to any property, car2go's vehicle insurance policy will cover such damage up to the statutory limits listed above. The City employee shall be responsible for any associated deductible as set forth in City of Austin Administrative Bulletin 95-06 .

If during, or related to, the use of a Car-Sharing vehicle, a City employee or authorized designee causes bodily injury or death to any person or damage to any property that exceeds the statutory limits of car2go's vehicle insurance policy as listed above, any excess amount shall be covered under insurance policies of the City and/or the driver of the Car-Sharing Vehicle.