

**BPP RENT & RIDE INC.**

**USER AGREEMENT**

June 4, 2024

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## 1. BPP RENT & RIDE

Buffalo Point First Nation and the RM of Piney have partnered to create BPP Rent & Ride Inc. for a jointly governed service region. The goal is to create an affordable and sustainable transportation model for those with mobility challenges, to reduce the regions green house gas emissions with the use of new technology and to support community members.

The community vehicles are being made available to approved organizations to use cooperatively as a carsharing model with the intent to support multiple residents during organized trips.

See Appendix A for definitions used in this User Agreement.

## 2. THE BASICS

This section provides basic information on the use of a community vehicle, including information on how to become an Approved User and what drivers need to know before accessing a vehicle.

The model for vehicle use is a combination of carsharing and carpooling to get community members where they need to go.

All appendixes attached to this agreement form part of this User Agreement and are binding on the parties. From time to time, the agreement may be amended by providing 30 days written notice of the terms.

### 2.1. What is the BPP Rent & Ride model?

The BPP Rent & Ride model combines carsharing and carpooling to provide flexible access to vehicles owned by BPP Rent & Ride Inc. for rental to an (approved user) organization or group that is intended to provide transportation to community members.

Approved users can book and use vehicles without the hassle, risks and costs of ownership.

### 2.2. How does the BPP Rent & Ride service work?

To access BPP Rent & Ride vehicles, you must be registered as an approved user. Drivers are identified and authorized to drive BPP Rent & Ride vehicles by the approved user. Drivers must adhere to the terms of use of this agreement and the Driver Use Policy. The approved user is responsible to oversee the drivers and maintain a list of valid drivers with BPP Rent & Ride.

The approved user's primary contact will contact BPP Administration to select a date to book a vehicle, identify the required start of the reservation, identify a return time and identify the individual picking up the vehicle. Vehicle reservations must be received by BPP Rent & Ride 3 business days prior to checking out the vehicle.

Vehicles will be signed out with BPP Administration and will include a brief physical inspection with the driver at the start of the reservation. It is the responsibility of the approved user to vet their drivers for valid licenses and other driving requirements they deem necessary to ensure a safe trip of community members. Vehicles require a valid Manitoba class 5F driver's license.

Prior to the expiration of the reservation, the driver returns the vehicle to the designated home location. The driver shall secure the vehicle, park in the designated area and follow the requirements identified in the Driver Use Policy.

### 2.3. BPP Administration

BPP Administration is your contact to make or change a reservation, ask questions about BPP Rent & Ride, report issues or damage to the vehicle. Contact is either by email, text message or phone call.

By email [admin@BPPrentride.ca](mailto:admin@BPPrentride.ca)

By phone 204-905-1768

## 3. BECOMING AN APPROVED USER OF BPP RENT & RIDE

An approved user is an entity, community club or community group within the partnership region that has applied, qualified and adheres to criteria identified by the Board. User groups would complete the required application and provide a refundable security deposit before being considered as an approved user by the BPP Board.

An approved user is also responsible for drivers. Each approved user must provide and maintain a current list of active drivers with BPP Rent & Ride. These drivers must adhere to the terms of this agreement, the Driver Use Policy and all highway traffic laws.

### 3.1. Refundable Deposit

A user security deposit is required from all approved users to be held in a reserve by BPP Rent & Ride. If the registration is terminated by the approved user or BPP Rent & Ride, full value of the user security deposit paid will be reimbursed (less any liens for unpaid accounts) sixty (60) days after termination. Any refund will be subject to deductions for monies owing to BPP Rent & Ride. If the user security deposit is reduced due to damages or monies owed to BPP Rent & Ride, the amount must be replenished by the approved user prior to any further reservations being accepted.

### 3.2. Rates/Fees

The current rates and fees for using BPP Rent & Ride vehicles are set by policy of the BPP Rent & Ride Board and may change from time to time with 30 days written notice. The approved user agrees to pay the current rates as set out in the Rates & Fees Policy. All rates are payable in Canadian dollars. Approved users are expected to pay for fuel fill up.

### 3.3. Orientation

Each new approved user and driver is required to complete a self-led orientation before they are provided a key fob to access the vehicle.

### 3.4. Approved Users Drivers Review

It is the responsibility of the approved user to review and approve drivers. Failure to adhere to the terms of this agreement may result in default of the terms of this agreement and loss of vehicle use privileges.

Approved users shall ensure drivers adhere to the Driver Use Policy.

The approved user is responsible to:

- Complete and maintain proof that the drivers have read and understood the various rules and obligations contained in this User Agreement and are agreeing to abide by those rules and obligations;
- Ensure the driver has a valid Manitoba 5F driver's license, and is at least 21 years old; and
- Provide a signed letter with the name(s) of drivers for your organization to BPP Administration.

## 4. RIGHTS & RESPONSIBILITIES

Approved user rights include:

- Access to clean, safe, affordable, and well-maintained vehicles.

Approved user responsibilities include to:

- Pay invoices or outstanding balances;
- Be responsible to approve drivers and provide written authorization of current drivers to BPP Administration;
- Accept responsibility for driver's conduct;
- Ensure that the vehicle is only driven on provincial roads or all season, maintained municipal roads (maintained driveways and parking lots are exempt);
- Ensure vehicles & assets only be used in Canada;
- Report any damage to vehicles, whether inside or outside, that may have occurred prior to and/or during the reservation;
- Accept responsibility for any collisions or damage caused to any of the vehicles;
- Ensure no alcohol, smoking/vaping is used in the vehicle;
- Ensure that the vehicle isn't used for illegal activities or manner; and
- Ensure the return of the vehicle and all BPP assets to the home location and secure the vehicle at that location;

## 5. RESERVATIONS

The rules section identifies important information that an approved user needs to know about making a reservation, accessing, and returning a vehicle. Failure to follow the agreement may lead to additional penalties, and/or suspension/termination of use privileges.

### 5.1. Reservation

Vehicle reservations must be received by BPP Rent & Ride 3 business days prior to checking out the vehicle and up to three (3) months in advance. You may reserve a vehicle for a minimum of one hour and in hourly increments. You may reserve a vehicle for up to seven (7) days consecutively, longer reservations may be approved by the Board.

Reservation must be made on the approved reservation form.

### 5.2. Cancelling a Reservation

If your plans change, be sure to modify or cancel your reservation as soon as possible by contacting BPP Administration. Additional charges may occur based on the rates set by policy of the BPP Board.

## 6. BILLING

BPP Rent & Ride bills and charges monthly. An invoice will be provided monthly showing a tally of fees owing. As an approved user, you agree to be bound by the fees set out in policy and are responsible to pay your invoice within 30 days.

### 6.1. Invoicing Cycle

Approved user accounts receive one invoice per account, per month. Invoices will be provided to all approved users.

## 7. TERMS, TERMINATIONS AND ACCOUNT CLOSURES

This section provides a review of terms of service, account closures and termination. BPP Rent & Ride has the right to monitor, track and record asset activity to ensure compliance with the User Agreement.

### 7.1. Termination of Approved User by BPP Transit Rent & Ride

The procedures that permit BPP Rent & Ride to suspend your right as an approved user or to terminate your access to vehicles are described below.

#### Suspension of Rights

BPP Administration has the right to temporarily suspend the right of any approved user's access to any vehicles and property without prior notice if BPP Rent & Ride believes that the approved user has violated any terms or conditions of the User Agreement. BPP Rent & Ride will only suspend an approved user's right to BPP Rent & Ride vehicles and property without notice where it is in the opinion that doing so is necessary to protect the property of BPP Rent & Ride or the safety of the public. The BPP Rent & Ride Board shall review the suspension within 30 days and determine the next course of action.

#### Termination of Approved User for Cause

If an approved user's conduct is considered to be detrimental to BPP Rent & Ride, the Board may terminate the agreement and shall provide notice via letter or written electronic communication. The approved user may appeal to the Board within 7 days of the notice of termination. The Board shall meet 30 days from the date of receiving the appeal. A representative of the approved user is entitled to appear, either in person or with an agent or counsel, to make an appeal at a Board meeting.

### 7.2. Termination of Account by Approved User

Approved users may request to terminate their account in writing at any time. Termination requests shall be reviewed and approved by the Board.

The full value of the user security deposit paid will be reimbursed, less any outstanding balance, within sixty (60) days after account termination.

### 7.3. Severability

If any single part of this agreement is found to be legally ineffective or unenforceable, it shall not affect the validity or enforceability of the rest.

#### 7.4. Amendments to the User Agreement

BPP Rent & Ride Board can amend this User Agreement at any time upon notice to all approved users. Amendments will not be effective any sooner than thirty (30) days from written notice to approved users.

#### 7.5. Limitation of Liability

To the extent permitted by law, the approved user waives any right they may have to sue or make claims against BPP Rent & Ride Inc. and its directors, employees, or other approved users for damages arising from the condition of a vehicle, except in cases of gross negligence.

The approved user also waives any right they may have to sue or make claims against BPP Rent & Ride and its directors, employees, or other approved users for a vehicle not being available at the time it was booked.

If BPP Rent & Ride Inc. is delayed or prevented from exercising its obligations in accordance with this agreement due to circumstances beyond its reasonable control, including, without limitation, labour disputes, fire, explosion, war, terrorism, threat of war or terrorism, force majeure causes, or other similar causes, then such failure to meet obligations shall not be a breach of this agreement.

Notwithstanding anything to the contrary contained in this agreement, BPP Rent & Ride Inc. will not, under any circumstances, be liable for consequential, incidental, special, or exemplary damages arising out of or related to this agreement, including but not limited to lost profits, loss due to inability to obtain data, loss of business, or loss of anticipated profits, revenue, or use, even if apprised of the likelihood of such damages occurring.

Notwithstanding anything to the contrary contained in this agreement, under no circumstances will BPP Rent & Ride Inc's total liability of all kinds arising out of or related to this agreement or otherwise in connection with a vehicle (including, but not limited to, warranty claims), regardless of the forum and regardless of whether any action or claim is based on contract, tort, equity or otherwise, exceed the total amount paid and/or owed by the approved user to BPP Rent & Ride Inc under this agreement in the three (3) months immediately preceding the event that first gave rise to the claim.

Each provision of this agreement that provides for a limitation of liability, disclaimer of warranties, or exclusion of damages is to allocate the risks of this agreement between the parties. This allocation is reflected in the pricing offered by BPP Rent & Ride to the approved user and is an essential element of the basis of the bargain between the parties. Each of these provisions is severable and independent of all other provisions of this agreement and all provisions shall be applied to the fullest extent permitted at law.

The limitations in this section will apply notwithstanding the failure of the essential purpose of any limited remedy in this agreement.

### 7.6. Waiver

Any waiver of the provisions of this agreement or the approved user's terms or of a party's rights or remedies under this agreement must be in writing to be effective. Failure, neglect, or delay by a party to enforce the provisions of this agreement or the approved user's terms or its rights or remedies at any time will not be construed as a waiver of the party's rights and will not in any way affect the validity of the whole or any part of this agreement or the approved user's terms or prejudice the party's right to take subsequent action. Exercise or enforcement by either party of any right or remedy under this agreement or the approved user's terms will not preclude the enforcement by the party of any other right or remedy under this agreement or the approved user's terms or that the party is entitled by law to enforce.

This Agreement shall endure to the benefit of and be binding upon the parties hereto, and their successors and assigns, provided that no assignment of any part thereof shall be made except with the written approval of the Board.

IN WITNESS WHEREOF BPP Rent & Ride and the Approved User have executed this Agreement as of the date below.

#### **BPP RENT & RIDE INC.**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Martin Van Osch  
Chair

\_\_\_\_\_  
Date

\_\_\_\_\_  
Lee Green  
Vice Chair

#### **APPROVED USER**

\_\_\_\_\_  
Date

\_\_\_\_\_  
Approved User

\_\_\_\_\_  
Date

\_\_\_\_\_  
Witness



## APPENDIX A DEFINITIONS

- ❖ **Approved User** - is a group or organization within the partnership region, comprised of one or more residents that has applied, qualified and adheres to criteria identified by the Board to benefit from the use of vehicle(s) provided by the Board.
  - Meets all eligibility requirements in the User Agreement;
  - Has paid the appropriate fees;
  - Has been approved by the Board;
- ❖ **Asset** – all property owned or under the control of BPP Rent & Ride Inc.
- ❖ **Board** means the board of directors of BPP Rent & Ride Inc.
- ❖ **BPP Administration** refers to any authorized staff of BPP Rent & Ride Inc. that provides customer service support to approved users.
- ❖ **Car-sharing** refers to access to a vehicle owned by a third party and used by multiple drivers.
- ❖ **Car-pooling** refers to people travelling in the same vehicle to the same destination at the same time.
- ❖ **Driver** refers to a person authorized by the approved user to drive the BPP Rent & Ride vehicle and meets all of the requirements identified in the Driver Use Policy.
- ❖ **Home Location** means the designated parking location as identified when the vehicle is accessed being either in Vassar or in Buffalo Point, where approved users are expected to return a vehicle or asset at the end of a reservation.
  - RM of Piney office at 6092 Boundary St. in Vassar, MB
  - Buffalo Point First Nation Health & Wellness Centre at 60 Buffalo Point Road in Buffalo Point, MB
- ❖ **Partnership Region** refers to the regions governed by the Buffalo Point First Nation and the Rural Municipality of Piney.
- ❖ **Reservation** means the specific date and duration the approved user books a specific vehicle with the intention of accessing the vehicle.
- ❖ **User Agreement** refers to this document.
- ❖ **User Security Deposit** is a refundable deposit to cover potential damage and outstanding balances to BPP Rent & Ride as listed in the Rates & Fees Policy.
- ❖ **Vehicle(s)** means a vehicle owned or managed by BPP Rent & Ride Inc.