

BPP RENT & RIDE INC.

“Driver Use Policy”

Subject: **Driver Use**

Effective Date: **May 31st, 2024**

Replaces Policy:

Motion No.: **40-2024**

Motion Date: **May 30th, 2024**

PURPOSE

The purpose of this policy is to establish the requirements of an authorized driver for an approved user of BPP Rent & Ride Inc.

POLICY STATEMENT

It is the responsibility of the approved user to review and authorize drivers. The approved user must also ensure the authorized driver is adhering to the requirements set out in this policy and the BPP Rent & Ride User Agreement

RESPONSIBILITIES

Authorized Drivers

To designate an authorized driver, 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 policy and are agreeing to abide by those rules and obligations;
- Ensure the driver has a valid Manitoba Class 5F (full stage) licence, is at least 21 years old; and
- Provide a signed letter with the name(s) of authorized drivers for your organization to BPP Administration.

An authorized driver must carry a valid Manitoba class 5F driver's licence during every trip. Driving privileges are conditional on possessing a valid driver's licence. If the authorized driver's licence is suspended, withdrawn, or expired for whatever reason, their privilege to drive BPP Rent & Ride vehicles ends immediately. Drivers must inform their approved user immediately of any suspension, expiry, or withdrawal of their driver's licence.

ACCESSING A VEHICLE

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

Driving a vehicle without a reservation or authorization by an approved user is prohibited.

Vehicles will be available at one the following designated home locations:

- The RM of Piney office located at 6092 Boundary St., in Vassar
- Buffalo Point First Nation Health & Wellness Centre located at 60 Buffalo Point Rd., in Buffalo Point.

Vehicle Inspection

A vehicle inspection checklist will be completed and signed by the authorized driver and a BPP Rent & Ride representative.

Outside regular office hours, an inspection checklist will be left in the vehicle for the driver to review and inspect the vehicle for damage and note any discrepancies on the inspection sheet prior to departure. This inspection sheet with noted discrepancies must be placed in the drop box before removing the vehicle from the parking lot.

Contact BPP Administration of any discrepancies with the inspection checklist when there are:

- Significant differences;
- Damages larger than the size of a golf ball that are not already listed on the inspection checklist; or
- Any damage that may disrupt the safe operation of the vehicle.

If a driver does not report damage before departing from the home location the approved user may be held responsible for damages, if BPP Rent & Ride determines the damage could have reasonably occurred during the approved user's reservation.

Securing a Vehicle

Authorized drivers are required to secure the vehicle at all times by parking in a safe location, closing all windows and doors, and ensuring the vehicle is locked. Failure to secure the vehicle may result in additional fees, as listed in the Rates & Fees Policy.

Vehicle Missing at Home Location

If the vehicle is not at its home location parking spot at the beginning of the reservation, the authorized driver should confirm that the approved user has a confirmed reservation and is at the correct home location for pick-up. Once confirmed, if the vehicle has not yet been located, contact BPP Administration.

Key Fob

The key fob remains the property of BPP Rent & Ride Inc. and the approved user is liable for the loss, damage, and any misuse of the key fob as well as any unauthorized use of the key fob.

VEHICLE OPERATION

An authorized driver agrees to treat the vehicle(s) carefully and must operate the vehicle according to the operator's manual located in the vehicle. By treating the vehicles with respect, it can help keep the rates low and ensure that a reliable vehicle is accessible when needed. Good driving habits result in lower maintenance costs, fewer breakdowns, and less harm to the environment. The driver may be liable for any damage to the vehicle that results from disregarding the rules & responsibilities set out in this policy.

Cleaning

- All items and/or garbage are to be removed from the vehicle. The approved user may be responsible for cleaning costs.

Pets

- Pets may only be transported in the vehicle if they are contained in a carrier or kennel and must travel in the rearmost cargo area only. The driver is responsible for cleaning the vehicle after use. Failure to ensure removal of all pet hair can lead to additional cleaning fees.

BPP Rent & Ride has the right to collect data on driving habits (i.e. excessive speeding, harsh acceleration, or braking, etc.) and reserves the right to warn, suspend, or remove a driver if found to be excessively speeding and/or driving aggressively.

Prohibited Vehicle Usage

Using the vehicle for work or school is permitted. The transportation of goods for compensation is prohibited.

Vehicles are intended for travel on all-season, maintained public roadways such as Municipal and Provincial roads. Vehicles are not to be driven to an area inaccessible, public roadway not travelled regularly including fire guards and dirt roads, nor outside of Canada.

BPP Rent & Ride vehicles must not be:

- Driven outside Canada;
- Smoked in (including vaping);
- Driven in any race or competition;
- Used for any illegal purpose;
- Used while the driver is under the influence of any intoxicating or impairing substance;
- Used with any open alcoholic beverage, cannabis, or controlled substance.

Prohibited usage will be subject to additional fees and may result in termination of the approved user.

Traffic Violations/Parking Fines

Approved users are responsible for any traffic violation, photo radar or parking fines accumulated during the period for which a vehicle is reserved. All fines that are processed by BPP Rent & Ride are subject to an administrative charge.

If a vehicle is towed and impounded for illegal parking while an approved user has a reservation, the driver is responsible to immediately contact BPP Administration. In this event, the approved user will be responsible for all costs, court, and legal fees incurred by BPP Rent & Ride in recovering the vehicle.

Approved users are responsible for their drivers. In the event of an accident or vehicle abuse the approved user will be responsible for all costs, court, and legal fees incurred by BPP Rent & Ride.

Returning a Vehicle

A vehicle must be returned to its home location before the scheduled reservation end-time, unless arrangements to drop off elsewhere have been confirmed with BPP Administration prior to the reservation. Park the vehicle as close to the designated spot as possible.

If the vehicle is returned earlier than the reservation end time, it may reduce the reservation cost as listed in the Rates & Fees Policy.

Returning Vehicle Checklist

Before returning a vehicle at the end of the reservation, ensure the following requirements are met:

- The gas tank is a minimum of $\frac{3}{4}$ tank full;
- The interior is clean;
- All lights are turned off;
- All doors and windows are closed and locked;
- Any major damage incidents or mechanical issue during the course of the reservation are immediately reported by phone to BPP Administration (any minor¹ incident may be reported by email);
- Vehicle Inspection Checklist is completed and returned; and
- All BPP assets are returned to the designated location.

Purchase of Fuel

Drivers are responsible to fuel up before returning the vehicle. The cost of fuel is not included in the rates.

¹ A **minor** damage incident or mechanical issue is defined as something that does not affect the safe operation of the vehicle and that will not lead to additional damages if operation of the vehicle continues. An example of a minor damage incident includes light abrasions to a door panel. An example of a minor mechanical issue is that the interior cabin light has burned out. The examples provided are non-exhaustive and are not meant to cover all possible scenarios.

Lost & Found

Items left in vehicle(s) will be collected and kept for up to 14 days at either home location (Vassar or Buffalo Point) where they may be retrieved. If the item is left unclaimed, items will be donated or disposed of.

MAINTENANCE, DAMAGE & INSURANCE

Emergency Assistance

If roadside assistance is needed, contact BPP Administration at 204-905-1768 to make arrangements for roadside assistance.

Maintenance

BPP Rent & Ride will perform regular maintenance checks on its vehicles. During use of the vehicle, drivers must report any mechanical issues via email, or by calling BPP Administration. Any reasonable suspicion of urgent need for servicing and/or repair should be reported immediately (e.g. oil light, overheating, flat tire, check engine light). In the case a vehicle is experiencing a major mechanical failure², the driver is required to pull over as soon as it's safe and turn off the vehicle. If BPP Rent & Ride determines that a driver operated a vehicle during a major mechanical failure and assesses that the driver should have reasonably known that they needed to cease normal operations of the vehicle, the approved user may be responsible for the total cost of repair or replacement of the vehicle.

In cases where the driver must service the vehicle during a reservation, all repairs must be pre-authorized by BPP Administration.

If a maintenance or damage issue occurs outside of BPP Administration office hours, the driver may call towing services for assistance, but the driver must take reasonable steps to ensure that costs are not excessive. Information on towing services in southeast Manitoba can be found in the glove box. If BPP Rent & Ride determines that the damage or maintenance event was caused by driver error, BPP Rent & Ride has the right to refuse reimbursement for towing service costs.

Insurance - Basic Coverage

BPP Rent & Ride provides basic vehicle insurance.

Collisions and Damage

Any collision or damage in connection with the vehicle in use must be immediately reported to BPP Administration and, if applicable, to the police. The driver is obligated to use their best efforts to secure evidence from any available witnesses and, to the extent possible, provide BPP Rent & Ride with a completed incident report outlining the information of all those involved, the details of what happened in the collision, and the damage incurred. An incident guide can be found in the glove box. Incident reports are to be emailed to BPP Administration.

² Examples of major mechanical failures include, but are not limited to, engine overheating, low oil, electronic failures, transmission failure, flat tire(s), leaking fluids, etc.

After a collision, the driver may only continue their trip with explicit permission from BPP Administration.

The approved users are responsible for the vehicles during the reservation period.

Not-At-Fault Collisions

BPP Rent & Ride will pay the damage fee if you are deemed not at fault even though you were operating the vehicle (per MPI).

At-Fault Collisions

If the driver is deemed at-fault, the approved user is responsible for any fees identified in the Rates & Fees Policy.

All BPP Rent & Ride vehicles are covered by third party liability coverage. However, the driver may be liable for any claims by third parties against the driver or BPP Rent & Ride that are not covered by the vehicle's insurance policy or arise out of prohibited use of a vehicle.