

This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Community Transit, hereafter referred to as the Agency.

The Public Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency. Driver, as referred to herein, means all persons who are authorized by the Agency to operate the vanpool vehicle as a volunteer. Bookkeeper, as referred to herein, means the person who has responsibility for collecting and submitting monies pertinent to the operation of the vanpool. Rider, as referred to herein, means all persons who ride in the vanpool vehicle, including the drivers and bookkeeper.

Primary and Backup Drivers agree to:

- Maintain a valid driver's license as required by the State of Washington.
- Comply with all traffic laws and parking regulations, and practice safe driving habits. Any citation for a moving traffic violation resulting from driving the van is the responsibility of the driver. The cost of any parking ticket and/or impound fees resulting from improper parking of the van is the responsibility of the driver.
- Wear/use safety belts properly at all times while occupying the van.
- Notify the Agency when involved in an accident or upon receipt of any driving citation in any vehicle within 48 hours. The agency will monitor driver records and reserves the right to remove drivers from the program in the interest of public safety.
- Drive vans to and from place of employment or school, picking up and discharging riders in accordance with the mutually established routes approved by the Agency.
- Park the van only in areas approved by or in accordance with Agency Guidelines.
- Keep appropriate records as required by the Agency.
- Complete all required driver certification training prior to driving an Agency vehicle, and complete refresher training as requested by the Agency. Abide by all of the policies, procedures, and guidelines provided in the training curriculum.
- Maintain, clean, and service the van in accordance with Agency policy and guidelines. Maintain routine vehicle maintenance such as checking tire pressure, oil levels, and coordinate with the Agency when the vehicle requires service.
- Obtain prior approval from the Agency for any expenditures relating to the safe operation of the van.

- Refrain from modifying the vehicle without prior approval of the Agency. The cost of replacing or repairing any equipment, accessory, or graphics that is removed without Agency approval is the responsibility of the driver.
- Drivers will immediately report to the Agency any accidental loss or damage to the van.
- Up to 3 keys will be issued to authorized drivers per van. Drivers are responsible for lost or damaged keys.
- Maintain a minimum of two authorized drivers per van to ensure continued operation of the vanpool.
- Establish and enforce group rules for the day-to-day operation of the vanpool (e.g., waiting times, music, etc.).
- Strive to maintain the vanpool group at its maximum ridership and keep the Agency informed of ridership changes.
- Facilitate recruitment of riders with the Agency and agree to be contacted by prospective riders by the contact methods provided on the application (phone, email, etc.). The Agency will retain Driver contact information in accordance with applicable privacy laws.

Bookkeepers agree to:

- Complete and pass the Agency Bookkeeper training program.
- Collect the fares from all riders according to the timelines provided in the Agency Bookkeeper training curriculum, or as otherwise notified by the Agency.
- Keep and submit records as required by the Agency.

Riders agree to:

- Wear/use safety belts properly at all times while occupying the van.
- Pay their monthly fares to Bookkeepers prior to riding and not later than the first of each month. The Participant's monthly fare is their portion of the Fixed Rate/Monthly Agreement as determined by Community Transit.
- Obey the group-established day-to-day operation rules (i.e., waiting time, music, etc.).
- Notify vanpool group members in advance of all anticipated non-use of the van. Be responsible for alternate transportation when riding the van is not possible.
- Provide the Primary Driver with fifteen (15) calendar days' advance notice of planned termination from the vanpool group.
- Riders may not drive unless authorized by the Agency.
- Facilitate recruitment of riders with the Agency and agree to be contacted by prospective riders by the contact methods provided on the application (phone, email, etc.). The Agency will retain Driver contact information in accordance with applicable privacy laws.
- Wear/use safety belts properly at all times while occupying the van.

The Agency agrees to:

- Provide a passenger van for use by the group.
- Execute Agreements with, Drivers, Bookkeepers and Riders, as needed.
- Provide proof of bodily injury and property damage liability coverage at statutory limits for all authorized users of the van.
- Assist in maintaining the vanpool's ridership at maximum level through program marketing, recruitment activities, and partnerships with employers and transportation agencies.
- Coordinate formation activities to assist groups in developing a daily route and schedule, operating rules, training, and general vanpool support.
- Provide an outline of all policy and operational aspects of the vanpool program.

- Provide all necessary forms, including instructions for their completion and a submission schedule.
- Establish a fare schedule for participation in the vanpool.
- Establish a schedule for routine service and maintenance of the van.
- Provide loaner vehicles for occasions when the vanpool's vehicle is out of service.
- Assist in providing alternate transportation when a vanpool vehicle is not available. For driving car pools of four or more people on such days, drivers shall be credited an agreed upon amount for each day on which they drive.
- Coordinate a guaranteed ride home for personal emergencies.

The Agency, Drivers and Riders mutually agree to:

- The van shall at all times be operated in a manner complimentary to the public nature of this program. The van shall be kept clean, driven in a safe manner at all times and not operated while under the influence of alcohol and/or drugs. All members shall act in a courteous manner and the unique character of this van's use shall be explained if such is questioned.
- Operation of the van is restricted to Agency-authorized Drivers.
- The van shall be parked off-street at the residence of a vanpool driver, or other approved location during non-commute hours.
- The van shall not to be used for hire; to pull trailers, boats, etc.; to haul garbage or excessive loads; or for any purpose requiring the removal of seats.
- The van shall be driven only on hard-surfaced streets and highways and other normal access roads and driveways.
- The van shall never be left unattended with the engine running.

The Agency and Driver is released from any liability, claims and demands for loss, theft, or damage to their personal property, and loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days or termination of the program.

Community Transit prohibits the use of alcohol and tobacco in an Agency vehicle. Driving a vanpool vehicle under the influence of any drugs or alcohol is grounds for immediate removal as a program participant. Alcohol not by carried in any Community Transit vehicle at any time.

This agreement shall be effective as of the date of its signing and shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination. A Driver or Rider may terminate the Agreement for any reason. The Agency may terminate this Agreement if fares are below the break-even point for two consecutive months, operation of the vanpool becomes inconsistent with the evaluation criteria established by the Agency, and/or the program is terminated. The Agency may terminate an individual for involvement in an accident, incident or safety complaint; failure to pay the rider fare promptly; failure to abide by any of the program's operating policies; unauthorized personal use of the van; failure to abide by any of the terms of this Agreement; or for other good cause. Affected party shall cooperate fully in return of all vanpool records, materials, the van itself, and all keys thereto as appropriate within 48 hours of termination.

This agreement may be modified by subsequent written agreement if signed by each party.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental, or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 -- Nondiscrimination in Federally Assisted Programs of the Department of Transportation; and, Chapter 49.60 Revised Code of Washington -- Law Against Discrimination.

I have read and understand this agreement.

(check all that apply)

- Primary Driver Bookkeeper
 Backup Driver Rider

Printed Name

Van #

Address

City

Zip

Phone

Email

Employer

Signature