

VANPOOL AGREEMENT



Skagit Transit Public Vanpool Program

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

The Public Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency. Vanpool Group Coordinator, hereafter referred to as Coordinator, means the person or institution who governs the activities of an individual vanpool group. Driver, as referred to herein, means all persons who are approved by the Agency to operate the vanpool vehicle as an independent contractor. 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 coordinator, drivers, and bookkeeper. If applicable, the Coordinator, Driver and Bookkeeper may be one responsible individual.

THE COORDINATOR, (MUST ALSO BE APPROVED AS A DRIVER OR BOOKKEEPER) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Establish, in cooperation with the Agency, the vanpool route and schedule to places of employment, education or other institutions.
2. Attempt to maintain the vanpool at its maximum ridership and keep the Agency informed of ridership changes.
3. Coordinate maintenance, cleaning, and servicing of the van as prescribed by the Agency.
4. Obtain prior approval from the Agency for any expenditures relating to the safe operation of the van, in excess of \$25.00. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of the Agency. The Coordinator will report any loss of such equipment immediately. The vanpool group will reimburse the Agency for the loss of such equipment.
5. Enlist sufficient Drivers (minimum of two per van) to ensure continued operation of the vanpool.
6. Coordinate the development of rules for the day-to-day operation of the vanpool (e.g., waiting times, music, etc.).
7. Be responsible for the condition of the van (e.g., maintaining proper oil level, maintaining Agency tire air pressure

requirements and be accountable for vandalism when the van is not parked in accordance with Agency guidelines).

8. Complete the Agency-provided vanpool defensive driving orientation.
9. **Wear/use safety belts properly at all times while occupying the van.**

THE DRIVER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Maintain a valid driver's license and vehicle insurance as required by the State of Washington.
2. Notify the Agency when (s)he is no longer in accordance with the established Driver Selection Criteria.
3. Coordinate with the Agency approved Drivers the daily operation of the van to and from places of employment, education, or other institutions, picking up and discharging riders in accordance with the mutually established route and schedule. (RCW 46.74.010)
4. Keep appropriate records as required by the Agency.
5. Prior to driving the vehicle, attend the mandatory four hour vanpool driver workshop, or at a minimum where allowed, participate in a vehicle orientation and on-road driving evaluation followed by attending one of the next two scheduled mandatory driver workshops.

6. Observe safe driving habits and all traffic regulations. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of the issuance of the citation. All Agency-approved Drivers will report any citation resulting from a moving traffic violation to the Agency within 48 hours, whether received while driving the van or any other vehicle. The Agency reserves the right to conduct annual Motor Vehicle Record checks to determine if a Driver continues to meet the established Driver Selection Criteria.
7. Be responsible for reporting any vanpool vehicle or incident involving bodily injury, property damage, or a third party immediately to the Agency. Such reporting is to include any injury to a passenger of the van even though no third party was involved (e.g., passengers falling and injuring themselves while entering the van). The Driver is responsible for completing a Washington State Motor Vehicle Accident Report and submitting it directly to the Agency for all accidents or incidents, regardless of severity. The Agency will forward copies to the relevant agencies as needed.
8. Collect the fares from all riders in advance. Submit fares and records as required by the Agency.
9. **Wear/use safety belts properly at all times while occupying the van.**

THE BOOKKEEPER, (MAY ALSO BE A DRIVER OR COORDINATOR) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Collect the fares from all riders in advance.
2. Pay for miscellaneous operating expenses of the van in accordance with procedures established by the Agency.
3. Keep and submit records as required by the Agency.
4. Arrange expenditures with the Coordinator.

5. Complete the Agency-provided training.
6. **Wear/use safety belts properly at all times while occupying the van.**

THE RIDER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Pay his/her fare as established by the Agency; this payment will be made in advance to the driver or agency by the fifth of the month.
2. Abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members.
3. Notify his/her Coordinator in advance of all anticipated non-use of the van. Find his/her own alternate transportation when work or personal schedule does not allow for riding the van.
4. Provide his/her Coordinator with fifteen (15) calendar days advance notice in writing of planned termination.
5. Not drive without agency approval.
6. **Wear/use safety belts properly at all times while occupying the van.**

THE COORDINATOR, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, TO:

1. Assist in maintaining the vanpool ridership at its maximum level.
2. Be held responsible for the cleanliness of the interior of the vanpool vehicle.
3. Be held responsible for the van and pilferable equipment (e.g., chains, reflector kit, spare tire, etc.).
4. Abide by all rules, which may from time-to-time, be established by the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.
5. Release the Driver and the Agency from any liability, claims and demands for:
 - * loss, theft, or damage to their personal property
 - * loss of income or consequential damages resulting from delays, tardiness, absence

of the van on particular days or termination of the program.

- 6. **Wear/use safety belts properly at all times while occupying the van.**

THE AGENCY AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

- 1. Provide a passenger van for use by the group.
- 2. Execute Agreements with Coordinators, Drivers, Bookkeepers and Riders as needed.
- 3. Provide bodily injury and property damage liability coverage at statutory limits for all authorized users of the van.
- 4. Assist in developing and maintaining the vanpool's ridership at its maximum level.
- 5. Coordinate establishment of the vanpool's daily route and schedule.
- 6. Provide an outline of all policy and operational aspects of the vanpool program.
- 7. Provide all necessary report forms, including instructions for their completion and a submission schedule.
- 8. Establish a fare schedule for participation in the vanpool.
- 9. Establish a schedule for routine service and maintenance of the van at Agency-approved maintenance facilities.
- 10. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the vanpool's vehicle is out of service.
- 11. Assist in providing alternate transportation when neither the regular nor the loaner vans are available.
- 12. Provide sample rules and regulations for the daily operation of the vanpool.

THE AGENCY, COORDINATOR, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, WHICH THE FOLLOWING REGULATIONS APPLY TO OPERATION OF THE VAN:

- 1. 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.
- 2. Operation of the van is restricted to Agency-approved Drivers. Prior to the operation of the van, the driver must be authorized (for insurance purposes) in one of two ways:
 - A. Attend the mandatory four-hour vanpool driver workshop prior to driving the vehicle.
 - B. Receive a vehicle orientation and on-road evaluation prior to driving the van (approximately 30 minutes).
Attendance at a driver's orientation is mandatory. (Approximately 4 hours)
- 3. The van is to be locked when unoccupied, parked off-street at the residence of a vanpool driver, or other approved location, during non-commute hours.
- 4. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage or excessive loads; or any personal use, or for any purpose requiring the removal of seats.
- 5. The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways.
- 6. The van will never be left unattended, with the engine running.
- 7. **Wear/use safety belts properly at all times while occupying the van.**

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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 Coordinator, 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. Termination notification shall be confirmed by telephone or by mail to the last provided address. 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 only by subsequent written agreement signed by each of the parties.

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 received, read and understand this agreement.**

(Check all below that apply)

- _____ MANAGER/BOOKKEEPER
- _____ DRIVER
- _____ BACK-UP DRIVER
- _____ RIDER

GROUP#: _____
VANPOOL #: _____
ROUTE TO: _____
FROM: _____
PRESENT COORDINATOR OR DRIVER
(if applicable): _____

All of the above are also considered a rider.

Name Please Print

Address

City Zip

Employer _____

Work Phone Home Phone

Cell Phone Email

Signature Date

Agency Staff Name -- Please Print

Agency Staff -- Title

Agency Staff -- Signature

Agency Use Only

Return to:
Skagit Transit
Vanpool Coordinator
600 County Shop Lane
Burlington, WA 98233-9772

EXHIBIT "A"

VANPOOL COVERAGE SUMMARY

OPERATORS:

The agency will pay **all** sums that you, as the **authorized** user of the van, must legally pay as damages because of bodily injury or property damage caused by an accident and resulting from the use of a covered vehicle of the agency. **Intentional** acts are excluded from this coverage.

Medical Expense Protection (MEP): The agency shall provide coverage to all vanpool authorized operators who, as a result of a covered loss, suffer bodily injury to a limit of \$35,000.00 per occurrence.

This coverage is excess over other coverage's where the other coverage is available to you as an additional covered party or additional insured under a coverage document or policy issued by a contractor or service provider performing work for you.

OPERATORS & PASSENGERS:

Uninsured/Underinsured Motorist Coverage (UM/UIM): The Agency shall provide UM/UIM coverage to a limit of \$60,000.00 per occurrence for bodily injury.

PASSENGERS:

Passengers are covered for bodily injuries that they may receive while occupying a covered van involved in an incident in which the agency's insurance would customarily respond under the terms and conditions of its insuring agreement. UM/UIM and third parties are not subject to this coverage.

The Agency does not obligate itself to subrogate or collect on behalf of the occupants of its insured vehicle for bodily injuries or property damage suffered as a result of a UM/UIM or adverse third party.