



Rideshare Agreement

Skagit Transit Public Rideshare Program

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

The Public Rideshare Program, as referred to below, means the Rideshare Program administered by the Agency. Rideshare Group Coordinator, hereafter referred to as Coordinator, means the person or institution who governs the activities of an individual rideshare group. Driver, as referred to herein, means all persons who are approved by the Agency to operate the rideshare 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 rideshare. Rider, as referred to herein, means all approved persons who ride in the rideshare 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 rideshare route and schedule to places of employment, education or other institutions.
2. Attempt to maintain the rideshare at its maximum ridership and keep the Agency informed of ridership changes.
3. Coordinate maintenance, cleaning, and servicing of the vehicle as prescribed by the Agency.
4. Obtain prior approval from the Agency for any expenditures relating to the safe operation of the vehicle, 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 rideshare group will reimburse the Agency for the loss of such equipment.
5. Enlist sufficient Drivers (minimum of two per vehicle) to ensure continued operation of the rideshare.
6. Coordinate the development of rules for the day-to-day operation of the rideshare (e.g., waiting times, music, etc.).
7. Be responsible for the condition of the vehicle (e.g., maintaining proper oil level, general cleanliness, maintaining Agency tire air pressure requirements and be accountable for vandalism when the vehicle is not parked in accordance with Agency guidelines).
8. Complete the Agency-provided rideshare defensive driving orientation.
9. Personal use is prohibited.
10. **Wear/use safety belts properly at all times while occupying the vehicle.**

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

1. Maintain a valid driver's license 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 on the daily operation of the vehicle 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, successfully complete the agency issued defensive driving course, or at a minimum where allowed, participate in a vehicle orientation and on-road driving evaluation.
6. Observe safe driving habits and all traffic regulations. Any citation resulting from the operation of the vehicle is the responsibility of the person driving the vehicle 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 as soon as possible, at least within 48 hours, whether received while driving the rideshare vehicle or any other vehicle. The Driver shall not operate the vanpool vehicle again before reporting and receiving driver eligibility from the Agency. The Agency reserves the right to monitor Motor Vehicle Records to determine if a Driver continues to meet the established Driver Selection Criteria.
7. Be responsible for reporting any rideshare vehicle accident 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 vehicle even though no third party was involved (e.g., passengers falling and injuring themselves while entering the vehicle). 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. Inform group members of their monthly fare, and ensure dues are paid in full as required by the Agency.
9. Agree to not obstruct, disable, or interfere with any safety equipment installed on the vehicle and will promptly notify the Agency in the event of any malfunction or issue.
10. Personal use is prohibited.
11. **Wear/use safety belts properly at all times while occupying the vehicle.**

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

1. Pay for miscellaneous operating expenses of the vehicle in accordance with procedures established by the Agency.
2. Keep and submit records as required by the Agency.
3. Arrange expenditures with the Coordinator.
4. Complete the Agency-provided training.
5. **Wear/use safety belts properly at all times while occupying the vehicle.**

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 (if applicable) or Agency by the tenth 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 rideshare members.
3. Notify his/her Coordinator in advance of all anticipated non-use of the vehicle. Find his/her own

alternate transportation when work or personal schedule does not allow for riding the vehicle.
Personal use is prohibited.

4. Provide his/her Coordinator with fifteen (15) calendar days advance notice in writing of planned termination.
5. Not drive without agency approval.
6. Personal use is prohibited.
7. **Wear/use safety belts properly at all times while occupying the vehicle.**

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

1. Assist in maintaining the rideshare ridership at its maximum level.
2. Be held responsible for the cleanliness of the interior of the rideshare vehicle.
3. Be held responsible for the vehicle 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 rideshare 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 vehicle on particular days or termination of the program.
6. Personal use is prohibited.
7. **Wear/use safety belts properly at all times while occupying the vehicle.**

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

1. Provide a passenger vehicle 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 approved van drivers on authorized travel and routes.
4. Assist in developing and maintaining the Rideshare groups ridership, ensuring it is at its maximum level.
5. Coordinate establishment of the Rideshare groups daily route and schedule.
6. Provide an outline of all policy and operational aspects of the rideshare 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 rideshare.
9. Establish a schedule for routine service and maintenance of the vehicle at Agency- approved maintenance facilities.
10. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the Rideshare vehicle is out of service.
11. Assist in providing alternate transportation when neither the regular nor the loaner vehicles are available.
12. Provide sample rules and regulations for the daily operation of the rideshare.

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

1. The vehicle shall at all times be operated in a manner complimentary to the public nature of this program. The vehicle shall be kept clean, driven in a safe manner at all times and not operated while under the influence of alcohol, drugs, and/or any substance that impairs the Drivers ability to safely operate the van. All members shall act in a courteous manner and the unique character of this vehicle's use shall be explained if such is questioned.
2. Operation of the vehicle is restricted to Agency-approved Drivers. Prior to the operation of the vehicle, the driver must be authorized (for insurance purposes) in one of two ways:
 - A. Complete an agency issued or approved defensive driving course.
 - B. Receive a vehicle orientation and on- road evaluation prior to driving the vehicle (approximately 30 minutes).

Completion of an agency issued or approved defensive driving course is mandatory.

3. The vehicle is to be locked when unoccupied, legally parked off-street at the residence of a rideshare driver, or other approved location, during non-commute hours.
4. The vehicle 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 vehicle is to be driven only on hard- surfaced streets and highways and other normal access roads and driveways.
6. The vehicle will never be left unattended, with the engine running or keys in the vehicle or ignition
7. Personal use is prohibited.
8. **Wear/use safety belts properly at all times while occupying the vehicle.**

EXHIBIT "A"

RIDESHARE COVERAGE SUMMARY

OPERATORS:

The Agency will pay, **up to applicable limits**, sums that you, as the approved and **authorized** driver of the vehicle while on an approved and authorized route, 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 and damages from personal use are excluded from this coverage and personal insurance coverage is primary for losses.

Public Rideshare Driver Medical Expense Protection (PRDMEP): The Agency shall provide coverage to all Rideshare approved and authorized drivers who, as a result of a covered loss, who agree to the PRDMEP conditions of payment, and are on an approved and authorized route, suffer bodily injury to a limit of \$35,000.00 per occurrence.

PASSENGERS:

For your awareness and consideration, by participating in this Program and riding in this vehicle, you understand and acknowledge that this Rideshare Program does not provide first-party insurance coverage to passengers in the event of an accident or injury. If you have any questions or concerns, please reach out to the Program's Rideshare Administrator.

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.