



VANPOOL AGREEMENT

Island Transit Public Vanpool Program

This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Island 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 Manager, hereafter referred to as Manager, 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 Manager, drivers, and bookkeeper. If applicable, the Manager, Driver and Bookkeeper may be one responsible individual.

THE MANAGER, (MAY ALSO BE APPROVED AS A DRIVER AND/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 \$50.00. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of the Agency. Any loss of such equipment will be reported by the Manager 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 and ensure that Drivers complete the mandatory Driver Orientation prior to driving the van.
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 Agency-provided orientation(s) as appropriate.
9. **Wear/use safety belts properly at all times while occupying the van.**
10. **Be a backup for** collecting the fares from all riders in advance.

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

1. Maintain a valid drivers 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 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 vanpool driver orientation.
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. **Wear/use safety belts properly at all times while occupying the van.**

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

1. Collect the fares from all riders. Keep and submit records as required by the Agency.
2. Pay for miscellaneous operating expenses of the van in accordance with procedures established by the Agency.
3. Arrange expenditures with the Manager
4. Complete Agency-provided orientation(s) as appropriate.
5. **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 to the bookkeeper and/or Manager, or agency by the first 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 Manager 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 Manager with fifteen (15) calendar days advance notice in writing of planned termination.
5. Pay his/her portion of the fare that he/she would have paid during that fifteen (15) day period if the required fifteen (15) calendar days notice is not given.
6. Not drive without agency approval.
7. **Wear/use safety belts properly at all times while occupying the van.**

THE MANAGER, 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 the *Vanpool User's Guide* and other 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 Managers, 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. (Driver not covered if at fault.)
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 and 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. 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.
12. Provide sample rules and regulations for the daily operation of the vanpool.
13. **Wear/use safety belts properly at all times while occupying the van.**

THE AGENCY, MANAGER, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, THAT 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 and driven in a safe manner at all times. The van shall run with it's lights on at all times that the van is moving.
2. **The van shall not be operated while under the influence of alcohol and/or drugs, nor can there be alcohol and/or drugs in the van at any time.** All members shall act in a courteous manner and

the unique character of this van's use shall be explained if such is questioned.

3. **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) by Island Transit. To receive authorization, the Driver must attend the mandatory vanpool driver orientation prior to driving the van. In an emergency, a rider may request temporary authorization to drive from an Island Transit Rideshare Coordinator. **No one may drive without authorization.**
4. The van is to be parked off-street at the residence of a vanpool driver, or other approved location, during non-commute hours.
5. The van is not to be used for hire; to pull trailers, boats,

etc.; to haul garbage or excessive loads; nor for any purpose requiring the removal of seats.

6. The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways.
7. The van will never be left unattended, with the engine running.
8. **Wear/use safety belts properly at all times while occupying the van.**

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 Manager, 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 exclude 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. Violation of the Island Transit Vanpool Agreement is also a direct violation of Article III-28 of the Island Transit *Rules of Conduct for Transit Vehicles, Facilities and Properties*, and Resolution No. 4-97, and will be dealt with in accordance with Island Transit policy, as set forth by the Board of Directors. For a complete copy of this policy, please contact your Rideshare Coordinator.

Exclusion notification shall be confirmed by written notice, by personal delivery or by mailing a copy by certified U.S. Mail, to the person's last known address per Island Transit policy. 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 exclusion.

Island Transit Rules of Conduct for Transit Vehicles, Facilities and Properties excerpt:

"B. ENFORCEMENT, Exclusion from Service...

d) Immediate Refusal or Removal. The notice procedure described in Article III, Section B 2 (b), (c)...may be waived, if, at the discretion of Island Transit, immediate conditions exist that pose safety or security risks, interfere with or impinge on the rights of others, impeded the free flow of the general public, impeded the orderly and efficient use of Island Transit vehicles, facilities and properties, or otherwise interfere with Island Transit related activities. In such immediate conditions, persons engaging in prohibited conduct under the provisions of Article III may be immediately reseated, refused transportation, or removed from Island Transit vehicles, facilities and properties. The provision of Article III, Section B 2 (d) shall not apply to persons utilizing Island Transit's paratransit service..."

Appeals Procedure. The person being excluded has the opportunity to request a hearing for reconsideration in writing to the Executive Director within five (5) calendar days after actual or constructive receipt of the notice of exclusion. A copy of the Island Transit *Rules of Conduct for Transit Vehicles, Facilities and Properties* (which includes the *Appeals Procedure*) may be obtained by contacting Island Transit at the phone number(s) or mailing address provided on the last page of this document.

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.

Riders are encouraged to inform Island Transit's Rideshare Coordinator (or other Staff) of items of which Island Transit must be aware (e.g. grievances which have not been satisfactorily resolved by vanpool arbitration, discrimination violations, unsafe operation of the van, or other safety or regulatory violations or conditions).

This agreement may be modified only by subsequent written agreement signed by each of the parties.



Island Transit

PO BOX 1735
COUPEVILLE WA 98239-1735
360.678.7771, 360.321.6688 or 800.240.8747

Please check all that apply:

MANAGER

DRIVER

BOOKKEEPER

RIDER

I have received, read and understand this agreement:

Name (Please Print)

Address

City

Zip

Work Phone

Home Phone

Email

Employer

Signature

Date

YOUR VANPOOL # _____