

This Vanpool Participant Agreement (“Agreement”) sets forth the rights and responsibilities of participants in the Vanpool Program as established by the Spokane Transit Authority, hereinafter referred to as “Agency”. Each Vanpool group must have one Primary Driver, at least one Backup Driver, and a Bookkeeper. The same person may fulfill more than one role (e.g., a Driver or Rider may also be a Bookkeeper). Each Vanpool group must have a minimum of five (5) persons to start and maintain a Vanpool group.

All Vanpool group participants (Drivers, Bookkeepers, and Riders) agree during the term of this Agreement to:

1. Be considered as volunteers under the law and shall not hold themselves out to be employees or agents of the Spokane Transit Authority.
2. Allow only Agency-approved drivers to operate the Vanpool "Vehicle".
3. Make full payments each month, in advance (pay before January 1 to ride in January), understanding that fares are not refunded for any reason. Failure to pay the correct fare in advance may result in immediate denial of ridership privileges. Note: Counter checks or cash cannot be accepted by Agency.
4. **Wear seatbelts.** It's the law. Failure to wear seatbelts may result in termination of riding privileges.
5. Be prompt so that others are not inconvenienced. Pick up is limited to the agreed times and locations. The Vanpool group will establish a maximum waiting period before departing from each stop.
6. Not smoke, vape or use e-cigarettes in the Vehicle or within twenty-five (25) feet of the Vehicle.
7. Not use, possess or transport any alcoholic beverage, narcotic drug, chemical or other substance in violation of the law.
8. Behave in a manner which promotes positive interaction with other Vanpool participants. Abide by the Agency's decisions in any disputes arising out of the Vanpool Manual and/or the STA Rules of Conduct located at <https://www.spokanetransit.com/about-sta/rules-of-conduct>.
9. All participants are to maintain a level of personal hygiene that is not offensive to other participants. Violation of this requirement may result in termination of a participant from the Vanpool program.
10. Notify the Driver(s) in advance of all anticipated non-use of the Vehicle. No monthly fare deduction is permitted for non-use except as provided below.
11. Provide the Bookkeeper with at least ten (10) calendar days written notice prior to the beginning of the next month of planned termination. No monthly fare adjustment is permitted without such notice.
12. Notify the Agency immediately if a Driver is operating the Vanpool vehicle in a manner which concerns you.
13. Assist in maintaining the Vanpool ridership at its maximum level, as determined by the Agency. New riders cannot be denied joining a Vanpool if these maximums have not been met.
14. **Keep the Vehicle clean.** Be responsible for the cleanliness of the interior and exterior of the Vehicle. Be responsible and liable for damage you cause to the Vehicle or equipment (e.g., fire extinguisher, keys, reflector kit, spare tire, etc.). The Vanpool group will be required to reimburse the Agency for loss of, or damage to, the Vehicle and/or equipment caused by negligent or intentional conduct of a participant.
15. Participants shall prohibit use of their Vanpool Smart Card bus pass by anyone other than the participant; report a stolen or lost pass promptly to the Agency; and relinquish their Vanpool Smart card bus pass upon their withdrawal from the Vanpool Program.

The **Drivers**, in addition to terms outlined above, agree during the term of this Agreement to:

1. Maintain a valid Washington or Idaho State driver's license.
2. Complete the Agency-provided Defensive Driving and Orientation Class prior to assuming Vanpool Driver responsibilities and operating any Vehicle. After five (5) years of driving, complete an on-line refresher course assigned by the Agency. Restrict driving of the Vehicle to Agency-approved Drivers only.
3. Observe safe and defensive driving habits and all traffic regulations.
4. Not operate any Vehicle while under the influence of alcohol and/or drugs, including over the counter or prescription drugs that may cause drowsiness.
5. **Not use a cell phone including wireless headsets (e.g., Bluetooth) while operating or sitting in the driver's seat of any Vehicle.**
6. Report to the Agency within twenty-four (24) hours any citation issued to you for any traffic related offense, whether received while driving the Vehicle or any other vehicle (e.g., a citation received while a Driver is driving their personal vehicle). The Agency will routinely obtain Motor Vehicle Records to determine if a Driver continues to meet the established Driver Guidelines.
7. Notify the Agency when they are no longer in accordance with the established Driver Selection Guidelines or can no longer safely operate the Vehicle.
8. Report to the Agency immediately the occurrence of any Vehicle accident or incident involving bodily injury, property damage, or a third party. This includes any injury to a passenger of the Vehicle (e.g., passenger falls and injures self while entering the Vehicle). The Driver is responsible for completing a Spokane Transit Authority Accident Report for all accidents or incidents, regardless of severity.
9. Establish, in cooperation with the Agency, the Vanpool route and schedule. Coordinate with the other approved Drivers for the daily operation of the Vehicle, picking up and discharging participants in accordance with the mutually established route and schedule, ensuring as much as possible that the Vehicle operates each workday of the month. Coordinate alternate transportation when the Vehicle, or an approved Driver, is not available.
10. Keep appropriate records as required by the Agency and arrange expenditures with the Bookkeeper.
11. **Not use the Vehicle for business use** (e.g., driving to work related meetings). The Vehicle is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; nor for any purpose requiring the removal of seats.
12. Assume full liability and responsibility if Vehicles are used for purposes other than those permitted or in a manner inconsistent with the terms and conditions outlined in this Agreement.
13. Coordinate maintenance and servicing of the Vehicle as prescribed by the Agency.
14. Park the Vehicle off-street at the Agency approved location.
15. Drive the Vehicle only on hard-surfaced streets, highways, and other normal access roads and driveways, except as authorized by the Agency.
16. Make sure the Fuel Card is kept in the Vehicle at all times (in the glove box case). Lock the Vehicle when not in use.
17. Be financially responsible for damage occurring to the Vehicle due to failure to comply with Driver duties and/or responsibilities.

18. Not allow accessories, including window or bumper stickers, or additional equipment to be added to or removed from the Vehicle without prior approval of Agency.

The Bookkeeper, in addition to terms on page 1, agrees during the term of this Agreement to:

1. Obtain Agency approval to become the Vanpool Bookkeeper and to complete the Agency-provided orientation prior to assuming Bookkeeper responsibilities.
2. Collect fares from all monthly participants prior to the first of the month. Collect fares from all daily participants. Be held responsible for all monies due, including failure to collect correct fares from participants. Submit correct monies, as determined by the Agency, to the Agency on time. *Please note: STA cannot accept counter checks. Do not mail cash to STA.*
3. Pay for and request reimbursement from Agency of miscellaneous operating expenses of the Vehicle in accordance with procedures established by the Agency. Obtain approval from the Agency for any expenditure relating to the safe operation of the Vehicle, other than fuel, in excess of \$50.00. All expenditures not related to the safe operation of the Vehicle must be approved in advance.
4. Keep and submit records and reimbursement requests in a timely manner and as required by the Agency.
5. Submit payment of late fees as established by the Agency for reports or monies not received by the Agency by the required deadline without prior approval.

The Agency agrees during the term of this Agreement to:

1. Provide a passenger Vehicle for use by the Vanpool group.
2. Execute Agreements with all Vanpool participants.
3. Provide liability insurance through the Washington State Transit Insurance Pool (WSTIP), providing coverage for the Vehicle and all authorized occupants. In addition, we provide uninsured and underinsured motorist coverage. *Vanpool Drivers are encouraged to discuss their personal insurance needs with their insurance agent. As a public agency, the Spokane Transit Authority does not carry Personal Injury Protection (PIP) Insurance. If the Vanpool vehicle is involved in an accident and the Vanpool driver is not at fault, all claims will be directed to the other party's insurance. Spokane Transit Authority does not provide PIP coverage to drivers. Details of any additional insurance and coverage limits can change from year to year and are outlined in the Vanpool Manual or are provided upon request.*
4. Assist in developing and maintaining the Vanpool's ridership at its maximum level.
5. Assist with establishment of the Vanpool's daily route and schedule, if needed.
6. Provide Fuel cards and personal identification numbers to all qualified Groups.
7. Provide a Reference Manual detailing all policy and operational aspects of the Vanpool program.
8. Provide all necessary report forms, including instructions and submission schedule.
9. Establish a schedule for servicing and maintenance of the Vehicle at Agency facilities.
10. Provide loaner Vehicles, for occasions when the Vanpool group's Vehicle is out of service.

The Agency may terminate this Agreement at any time for reasons including, but not limited to, ridership below the minimum level for two (2) consecutive months, operation of the Vanpool becomes inconsistent with the evaluation criteria established by the Agency, reports and monies are not submitted on time, and/or the Vanpool program is terminated. The Agency may terminate a participant for reasons including, but not limited to, involvement in an accident, incident, or safety complaint; failure to pay his/her fare promptly; failure to abide by any of the Vanpool program operating policies; unauthorized use of the Vehicle; or failure to abide by any of the terms of this Agreement. Termination notification shall be confirmed by telephone or by mail to the last provided address. Termination by the Agency will not result in any fare refunds. Affected participant shall cooperate fully in return of all Vanpool records, materials, the Vehicle itself, monies, other items, and all keys within twenty-four (24) hours of termination. Upon termination of a participant's or group's right to operate said vehicle by reason of violation of any conditions herein stated or by the Agency's demand, said participant or group agrees to cease using the Vehicle and to pay all expenses incurred by the Agency in returning the Vehicle to the Agency's main facility.

This Agreement must be completed and fully executed prior to any participant's use of the Vanpool program.

General Information

Group Number: _____ If group number is unknown, list group contact. _____

Applicant Information

Full Name: _____ **Date:** _____
Last First Mi

Address: _____
Street Address Apartment/Unit #

_____ *City State ZIP Code*

Phone: _____
Home Cell Work

Email: _____

Your Stop Locations – Use cross streets, address or Park and Ride

Pick Up Stop: _____ **Drop Off Stop:** _____

**Fairchild AFB – use cross streets on base (no building numbers please)*

Employer

Company: _____ **Phone:** _____

Address: _____
(Fairchild AFB – use physical address of your work building on base)

_____ *City State ZIP Code*

Does Employer provide Vanpool fare assistance or subsidy? Yes No

Recruiter Information

Name: _____ Number (if applicable): _____

Contact (phone and/or email): _____

Disclaimer and Signature

By submitting this Application for the Spokane Transit Authority Vanpool program, I grant the Spokane Transit Authority permission to enter my information into the www.CommuteFinderNW.com Vanpool management service. I understand CommuteFinderNW.com has a ride matching function and that I can revoke this permission at any time by providing written notice to the Spokane Transit Authority.

My signature below signifies that I have received a copy of the Spokane Transit Authority Vanpool Participant Agreement and have read, understand and agree to abide by all parts of the Agreement. I understand my rights and responsibilities as a Vanpool Participant.

Signature: _____ Date: _____