vanpool
by Spokane Transit

Volunteer Vanpool Participant Agreement
Participant retains

This Agreement sets forth the rights and responsibilities of volunteer participants in the Vanpool Program as established by Spokane Transit, hereinafter referred to as the Agency. Each vanpool group must have one volunteer Primary Driver, at least one volunteer Backup Driver, and a volunteer 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 persons to start and maintain a vanpool.

All volunteer 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 nor act as employees or agents of Spokane Transit.

2. Allow only Agency approved drivers to operate the van.

3. Make full payments each month, in advance, understanding that fares are not refunded for any reason. (i.e., pay before January 1 to ride in January). Failure to pay correct fare on time may result in immediate denial of ridership privileges. *Note: Counter checks or cash cannot be accepted by STA.*

4. Wear seatbelts; it's the law and Drivers are instructed to not operate the vanpool vehicle until all Riders have fastened their seatbelts. 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 will wait a maximum of two minutes beyond the agreed time before departing from each stop.

6. Abide by Spokane Transit's "no smoking" policy; Do not smoke in the van or within 25 feet of the van.

7. Understand that the use, possession, or transportation of any alcoholic beverage or any narcotic drug, chemical or other substance in violation of the law is prohibited in the van.

8. Behave in a manner which promotes positive interaction with other vanpool participants. Abide the Agency's decisions in any disputes arising out of the day-to-day operational vanpool rules and the STA Rules of Conduct: https://www.spokanetransit.com/about-sta/view/rules-of-conduct

9. All participants are to maintain a level of personal hygiene that is not offensive to other customers. Poor hygiene will result in termination if the problem is not corrected. (Non-negotiable.)

10. Notify the Driver(s) in advance of all anticipated non-use of the van. No monthly fare deduction is permitted for occasional non-use.

11. Provide the Bookkeeper with ten (10) calendar day's written notice prior to the beginning of the next month of planned termination. No monthly fare adjustment is permitted without the above notice.

12. Notify the Agency immediately if a Driver is operating the vanpool vehicle in a non-defensive or unsafe manner.

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 van clean. Be responsible for the cleanliness of the interior and exterior of the vanpool vehicle. Be held responsible and liable for the van and equipment (e.g., fire extinguisher, keys, reflector kit, spare tire, etc.). The vanpool group will reimburse the Agency for loss of such equipment in the case of negligence.

15. Prohibit use of their Vanpool Smart Card bus pass by anyone other than themselves, report a stolen or lost pass 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 Agency vanpool vehicle. After five years of driving, complete an on-line refresher course assigned by the Agency. Restrict driving of the van to Agency-approved Drivers.

3. Observe safe and defensive driving habits and all traffic regulations. Not drive the van under the influence of alcohol and/or drugs, including over the counter or prescription drugs that may cause drowsiness.

4. **Do not use a cell phone including wireless headsets (i.e. Bluetooth) while driving any Spokane Transit van.**

5. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of issuance of the citation. All approved Drivers will report any citation resulting from a traffic violation to the Agency within 48 hours, whether received while driving the van or any other vehicle. The Agency will routinely obtain Motor Vehicle Records to determine if a Driver continues to meet the established Driver Guidelines.

6. The Driver must notify the Agency when s/he is no longer in accordance with the established Driver Selection Guidelines or can no longer safely operate the vanpool vehicle.

7. Be responsible for reporting any vanpool vehicle accident or incident involving bodily injury, property damage, or a third party immediately to the Agency, to include any injury to a passenger of the van even though no third party was involved (e.g., passenger falls and injures self while entering the van). The Driver is responsible for completing a Spokane Transit Accident Report for all accidents or incidents, regardless of severity.

8. Not operate the vanpool vehicle until all passengers have fastened and agreed to wear their seatbelts at all times.

9. Establish, in cooperation with the Agency, the vanpool route and schedule. Coordinate with the other approved Drivers for the daily operation of the van, picking up and discharging Riders in accordance with the mutually established route and schedule, ensuring as much as possible that the vehicle operates each work day of the month. Coordinate alternate transportation when the vanpool van, 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 van for personal use. Not use the van for business use (e.g. driving to work related meetings) as it is prohibited**. The van 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 vans 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 van as prescribed by the Agency.

14. Park the van off-street at the residence of a vanpool group member during non-commute hours. Obtain written approval from the Agency for other off-street parking arrangements.

15. Drive the van only on hard-surfaced streets, highways, and other normal access roads and driveways.

16. Make sure the fuel card is kept in the van at all times (in the glove box case). Lock the van when not in use.

17. Be held responsible for damage occurring to the van due to negligence (e.g., allowing oil level to drop below the add mark, not maintaining tire air pressure, and vandalism when the van is not parked per Agency Agreement.

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

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

1. Obtain Spokane Transit approval to become vanpool Bookkeeper and to complete the Agency-provided orientation prior to assuming Bookkeeper responsibilities.
2. Collect the fares from all monthly Riders prior to the first of the month. Collect fares from all daily Riders. Be held responsible for all monies due, including failure to collect correct fares from Riders. 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 miscellaneous operating expenses of the van in accordance with procedures established by the Agency. Obtain approval from the Agency for any expenditure relating to the safe operation of the van, other than fuel, in excess of $50. All expenditures not related to the safe operation of the van must be approved in advance.
4. Keep and submit records on time as required by the Agency.
5. Submit payment of late fee 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 van 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 van and all authorized occupants. In addition, we provide uninsured and underinsured motorist coverage. Vanpool drivers should discuss their personal medical insurance needs with their insurance agent to ensure adequate personal insurance should they be injured in an at-fault accident. As a public agency we do not carry Personal Injury Protection (PIP) Insurance. If the vanpool is involved in an accident and our volunteer driver is not at fault, all claims will be directed to the other drivers insurance. Spokane Transit will not assume liability or provide coverage in these instances. *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 van 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 if ridership is below the minimum level for two 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 program is terminated. The Agency may terminate an individual for involvement in an accident, incident, or safety complaint; failure to pay his/her fare promptly; failure to abide by any of the program's operating policies; unauthorized use of the van; 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 party shall cooperate fully in return of all vanpool records, materials, the van itself, monies, other items, and all keys within 24 hours of termination. Upon termination of an individual'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 individual or group agrees to cease using said vehicle and to pay all expenses incurred by the Agency in returning the vehicle to the Agency's main facility.

This Agreement is in effect for each volunteer vanpool participant upon initial use of the vanpool. Full signing and execution of the Volunteer Vanpool Participant Agreement Acceptance form must be completed as soon as possible after initial use of the vanpool.

This Agreement may be modified only by the Agency. If significantly modified, new copies will be provided to all participants.

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Volunteer Vanpool Agreement Acceptance Form

Return only acceptance form to vanpool office
Rider retains agreement for reference.

General Information

Group Number _____ If group number is unknown, who is the group contact? _____

Applicant Information

Full Name: _____ Date: _____
Last *First*

Address: _____
Street Address *Apartment/Unit #*

_____
City *State* *ZIP Code*

Phone: ( ) Cell: ( ) Work: ( )

E-mail:

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

Morning Pick Up Stop:	**Morning 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 of Recruiter: _____ Van Number (if applicable): _____

Recruiter Contact (phone or email): _____

Disclaimer and Signature

By submitting this Application for the STA Vanpool program, I allow my information to be entered into CommuteFinderNW.com vanpool management service. I understand CommuteFinderNW.com has a ride matching function and that I can opt out at any time.

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

Signature: _____ Date: _____