



VOLUNTEER VANPOOL PARTICIPANT AGREEMENT

All volunteer drivers, volunteer bookkeepers and riders are required to read this agreement, sign, and submit the Volunteer Vanpool Participant Agreement Acceptance Form.

This Agreement sets forth the rights and responsibilities of volunteer participants in the Vanpool Program as established by Pierce Transit, hereinafter referred to as the Agency. The Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency. Volunteer Driver means all persons who are approved by the Agency to operate an Agency vanpool vehicle. Volunteer Bookkeeper means all persons who have been approved by the Agency to collect and submit monies and reports pertinent to the operation of an Agency vanpool. Rider means all persons who ride in an Agency vanpool vehicle, including the volunteer drivers and volunteer bookkeeper. Each vanpool group must have one primary volunteer driver, at least one backup volunteer driver, and a volunteer bookkeeper. The same person may fulfill more than one role (e.g., a volunteer driver may also be a volunteer bookkeeper). Each vanpool group must have a minimum of 5 active participants 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 not hold themselves out to be nor act as employees or agents of the Agency.
2. **Ensure the correct fare is paid, in United States currency, to the volunteer bookkeeper before the first of the month** (i.e., pay before January 1 for riding privileges in January, pay before February 1 for riding privileges in February, etc.). Payment may be in the form of a personal check, money order, or cashier's check **made payable to Pierce Transit**. As established by the Agency, failure to pay correct fare on time may result in immediate revocation of riding privileges. Any returned or dishonored checks will result in revocation of the participant's riding privileges unless full payment including bank fees is made within 15 calendar days' notice to the participant.
3. Wear seatbelts; it's the law and volunteer drivers are instructed not to operate the vanpool vehicle until all riders have properly fastened and agree to wear their seatbelts while in the vanpool vehicle. Failure to properly wear seatbelts will result in immediate revocation of riding privileges by Pierce Transit.
4. Abide by all day-to-day operational rules as established by the Agency and/or by a majority of the vanpool members. Abide by the Agency decision in disputes arising out of the day-to-day operational vanpool rules.
5. Notify the volunteer driver(s) in advance of all anticipated non-use of the van. Find his/her own alternate transportation when schedule does not allow for riding in the van. No monthly fare deduction is permitted for non-use.
6. Provide the volunteer bookkeeper with 5 calendar days' written notice prior to the beginning of the next month of planned termination. No monthly fare adjustment is permitted without the 5-day notice and rider will be held responsible for the upcoming month's fare.
7. Notify the Agency immediately if a volunteer driver is operating the vanpool vehicle in a non-defensive or unsafe manner.
8. Notify the Agency immediately if an unauthorized volunteer vanpool participant is operating the vanpool vehicle or has a vanpool vehicle key without Pierce Transit's approval.
9. Support and abide by the Agency's right and sole responsibility to revoke an individual's driving and/or riding privileges for reasons as determined by Pierce Transit.
10. 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. Maintain acceptable ridership levels as required by the Agency.
11. Keep commuter and spare vans clean.
12. Be held responsible and liable for the van and its equipment (e.g., chains, reflector kit, spare tire, etc.). The vanpool group will reimburse the Agency for loss of such equipment in the case of negligence.
13. Indemnify and hold harmless the Agency, its authorized agents, the volunteer drivers, the volunteer bookkeeper, and employees from liability claims and demands for injury, loss, theft, or damage to personal property; for claims, actions, damages, or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, or absence of the van on particular days; and for termination of the program.
14. Abide by the Agency's "no smoking" policy and do not smoke in or within 25 feet of any Agency vehicle.

15. Act in a courteous manner towards fellow riders and the public. This means avoiding behavior or communications toward fellow riders, employees, or the public that threaten the cohesiveness of the vanpool or damage the reputation of the Agency. Also, refer to RCW 9.91.025 and TMC 8.52.020.
16. Acknowledge that Pierce Transit may revise these Terms and Conditions and participants, upon notice, shall comply with such revisions in order to continue to participate in the Pierce Transit Vanpool program.

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

1. Maintain a valid Washington State driver's license.
2. Complete the Agency-provided Defensive Driving Orientation Class prior to assuming volunteer driver responsibilities and before operating any Agency vanpool vehicle. Restrict operation of the van to Agency-approved volunteer drivers.
3. Operate the van at all times in a manner complimentary to the public nature of the program. Drive in a safe manner and not operate the van if too tired or ill. Not drive the van while under the influence of alcohol and/or drugs, including over the counter or prescription drugs that may cause drowsiness or that recommend not operating vehicles or heavy machinery.
4. Observe safe and defensive driving habits and all traffic regulations. This requirement is of utmost importance and is required of all volunteer drivers. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time. All Agency-approved volunteer drivers will report to the Agency within 24 hours any accident or traffic citation, whether it occurs while driving the van or any other vehicle. The Agency will, at a minimum, conduct annual Motor Vehicle Record checks to determine if a volunteer driver continues to meet the established Volunteer Driver Selection Guidelines. The volunteer driver must immediately notify the Agency when he/she is no longer in accordance with those guidelines or can no longer safely operate the vanpool vehicle.
5. Be held responsible for conducting a daily pre-trip inspection, to identify any body damage or fluid leaks. Such issues must be immediately reported to your Agency vanpool coordinator.
6. 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 Agency tire air pressure requirements).
7. Not use a cell phone or other telecommunication devices while driving any Agency vehicle.
8. Operate the vanpool vehicle only after all passengers have properly fastened and agreed to wear their seatbelts at all times; explain policy to anyone refusing to properly wear a seatbelt and immediately report to Pierce Transit anyone who refuses to follow this requirement.
9. Park the van off-street at the residence of a vanpool group member during non-commute hours. Obtain prior written approval from the Agency for any other off-street parking arrangements. Do not park the van in areas that may be construed as inappropriate by the public.
10. Assume full liability and responsibility if vans are used for purposes other than those permitted, parked overnight in a non-approved location, or in a manner inconsistent with the terms and conditions outlined in this Agreement. These losses include, but are not limited to, interior and exterior body repairs, broken windows or windshields, electrical damages, tire repairs or replacements, and all stolen Agency property. Do not assume that the site is approved just because other vans are parked in that location.
11. Observe width and height clearance requirements at all times. Do not drive the van over bridges or roads posted for less than a 4-ton maximum weight load. Drive the van only on hard-surfaced streets, highways, and other normal access roads and driveways.
12. Swap vans within 48 hours of notification from an Agency vanpool coordinator. Van exchanges can be performed by any approved volunteer vanpool driver; however, the authorized volunteer driver on issuance remains responsible for the conditions stated on the Van Issuance form.
13. Keep the van locked when not in use.
14. Make sure the Voyager fleet card is kept in the van at all times. Do not use any PIN but your own and do not keep PIN in the vehicle.
15. Not transport any child, under the age of 18 years of age, in an Agency vanpool van while the van is being used for commute purposes, even if the child's destination is along the commute route. (Commute route is defined as the van's origin to the worksite destination and back, regardless of stops along the way.) During personal use of the van only, an approved volunteer vanpool driver may transport his/her own child(ren) or any child related to him/her (e.g., nephew, niece) as long as the parent/legal guardian of the child(ren) is also present. The van is not to be used to transport groups of children or any child not related to the volunteer vanpool driver operating the vehicle.
16. Not use the van for business use (e.g. driving to work-related meetings) unless a Business Use Agreement between Pierce Transit and the company (employer) has been executed and a Business Use Agreement between the company and the business use volunteer driver(s) has been executed and submitted to Pierce Transit.



17. Be responsible for reporting any vanpool vehicle accident or incident involving bodily injury, property damage, or a third party within 24 hours 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., passenger falls and injures self while entering the van). The volunteer driver is responsible for taking pictures, and completing and submitting the Pierce Transit Vanpool Traffic Collision Report to the Agency for all accidents or incidents, regardless of severity. The volunteer driver is also responsible for completing and submitting, within 4 days, a State of Washington Vehicle Collision report for any accident estimated to be \$700 or more in damage.
18. Establish, in cooperation with the Agency, the vanpool route and schedule. Coordinate with the other Agency-approved volunteer 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, except in the case of mechanical problems. Coordinate alternate transportation when the vanpool vehicle, or an Agency-approved volunteer driver, is not available. Volunteer drivers cannot change any part of the vanpool route, schedule or pickup/drop-off points without written approval from the Agency.
19. Not allow accessories, including window or bumper stickers, appearance items or additional equipment to be added to or removed from the van without prior approval of the Agency.
20. Keep appropriate records as required by the Agency.
21. Arrange expenditures with the volunteer bookkeeper.
22. Allow all Agency-approved volunteer drivers reasonable access to the van for personal use, as addressed in the Participant Manual, limiting personal use of the van as prescribed by the Agency. Such use shall not interfere with the availability of the van for regularly established commuting. The Agency reserves the sole right to decide if the use is proper and not excessive. 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. The van is not to be driven off-road, on beaches, in fields, into the mountains in winter and any other time there is snow and/or ice, outside the State of Washington, or in any other potentially unsafe environment.

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

1. Obtain Agency approval to become a volunteer bookkeeper and complete the Agency-provided orientation prior to assuming volunteer bookkeeper responsibilities.
2. Collect complete fares from all monthly riders prior to the first of the month. Collect fares from all daily riders immediately prior to the day's ride. Be held responsible for all monies due, including failure to collect correct fares from riders. Submit correct and **complete** monies, as determined by the Agency, to the Agency on time.
3. Collect complete monies and reports for personal use miles from volunteer drivers who used the van for this purpose.
4. 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.
5. Keep and submit records on time as required by the Agency. Pay late fee for any late report or payment(s). Second late report or payment is subject to Voyager Fuel Card PIN deactivation for all volunteer drivers, with no reimbursement for any cash expenses, and a third late report or payment will result in removal of volunteer bookkeeper assignment.

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 coverage at statutory limits for all authorized users of the van; for and including bodily injury, property damage, and uninsured motorist protection. The volunteer driver at the time of the accident, if deemed at fault, is responsible for his/her own personal medical coverage.
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 and approve all routes and schedules.
6. Provide Voyager fleet cards and personal identification numbers to all approved volunteer drivers.
7. Provide a Participant Manual detailing policy and operational aspects of the vanpool program.
8. Provide all necessary report forms, including instructions and submission schedule.
9. Establish a fare schedule for participation in the Vanpool Program.
10. Establish a schedule for servicing and maintenance of the van at Agency-approved facilities.
11. Provide a spare vanpool vehicle, as available, for occasions when the vanpool group's primary vehicle is out of service.
12. Credit carpool drivers for carpools of 3 or more, an Agency approved amount for each day on which they drive, when neither the regular nor spare vanpool vehicles are available due to mechanical issues or winter driving conditions. This



credit does not apply in cases where the volunteer driver did not show up or when no approved volunteer driver was available on a given day.

13. Allow Agency-approved volunteer drivers to use the van for personal transportation during non-commute times for a per-mile rate and in accordance with the limitations set by the Agency. The Agency reserves the sole right to decide if the personal use is proper, not excessive, permitted, and to adjust the mileage charge as needed.
14. Conduct timely investigations of complaints and issues reported by the public or a Volunteer Vanpool Participant and take appropriate actions as deemed necessary by the Agency.

This Agreement shall be effective upon initial use of the vanpool and shall continue in force until a vanpool participant leaves the vanpool. Full signing and execution of the Volunteer Vanpool Participant Agreement Acceptance form must be completed prior to initial use of the vanpool. Some parts of this agreement may remain in force even after a participant leaves the vanpool (e.g., responsibility for fares, damages, etc.). A vanpool participant may terminate the Agreement for any reason with proper notice.

The Agency may terminate this Agreement at any time if ridership is below the minimum level of 5 active participants for one month, 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 retains the right and sole responsibility to revoke an individual's driving and/or riding privileges for reasons as determined by Pierce Transit. Termination of the Agreement by the Agency does not require any specific time period prior to planned date of termination. Termination notification shall be confirmed by telephone or by mail to the last provided mailing or email 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. This Agreement may be modified only by the Agency.

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. Said individual or group agrees that any continued operation after termination is an operation without the knowledge, consent or permission of the Agency and the Agency may notify police that said vehicle has been stolen. Said individual or group releases and discharges the Agency from any liability and all claims of any nature arising therefrom. The Agency has the right to seize, without legal process or notice to the individual or group, said vehicle at any time or place and said individual or group waives all claims for damages connected with such seizure. Said individual or group agrees to pay to the Agency, on demand, all expenses incurred by the Agency in the collection of monies due the Agency or in regaining possession of the vehicle while enforcing any term or condition of the Agreement, including attorneys fees and costs.

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, disability, or union activity, 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; Chapter 49.60 Revised Code of Washington Law Against Discrimination; and the Americans with Disabilities Act of 1990.



VOLUNTEER VANPOOL PARTICIPANT AGREEMENT ACCEPTANCE FORM

All volunteer drivers, volunteer bookkeepers and riders are required to read the agreement, sign, and submit this Volunteer Vanpool Participant Agreement Acceptance Form.

My signature below signifies that I have received a copy of the Pierce 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.

Anticipated Start Date: _____ Vanpool #: _____ Current Primary Volunteer Driver: _____

Please Print

Name _____ Former Name _____

Home Email _____

Home Phone _____ Cell Phone _____

Home Address _____ City _____ Zip _____

Mailing Address _____ City _____ Zip _____
(if different from home address)

Employer Name _____ Worksite Name/Bldg # _____

Worksite Street Address _____ City _____ Zip _____

Work Phone _____ Work Email _____

Signature _____ Date _____

FOR AGENCY USE ONLY

Pierce Transit Vanpool Coordinator Signature Date GIN