



## **VANPOOL AGREEMENT**

### **Ben Franklin Transit**

**+++This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Ben Franklin Transit, hereafter referred to as BFT.**

**The Public Vanpool Program, as referred to below, means the Vanpool Program administered by BFT. Vanpool Group Coordinator, hereafter referred to as Coordinator, means the person or institution that governs the activities of an individual vanpool group. Driver, as referred to herein, means all persons who are approved by BFT 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 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) AGREES DURING THE TERM OF THIS AGREEMENT, TO:**

1. Establish, in cooperation with BFT, 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 BFT informed of ridership changes.
3. Coordinate maintenance, cleaning, and servicing of the van as prescribed by BFT.
4. Obtain prior approval from BFT for any expenditure 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 BFT. Any loss of such equipment will be reported by the Coordinator immediately. The vanpool group will reimburse BFT for the loss of such equipment.
5. Enlist and train sufficient Drivers (minimum of two per van) to ensure continued operation of the vanpool.
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 BFT tire air pressure requirements, and be

accountable for vandalism when the van is not parked in accordance with BFT guidelines.

8. Complete BFT-provided training before taking possession of van and assuming vanpool responsibilities.

#### **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 BFT when (s)he is no longer in accordance with the established Driver Selection Criteria.
3. Coordinate with BFT-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 BFT.
5. Prior to driving the vehicles, attend the mandatory four-hour vanpool driver workshop, or at a minimum, participate in a vehicle orientation and on-road driving evaluation followed by attending one of the next two scheduled mandatory driver workshops.
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 BFT-approved Drivers will report any citation resulting from a moving traffic violation to BFT within 48 hours, whether received while driving the van or any other vehicle. BFT 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 accident or incident involving bodily injury, property damage, or a third party immediately to BFT. Such reporting is to include any injury to a rider of the van even though no third party was involved (e.g., riders 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 BFT for all accidents or incidents, regardless of severity. BFT will forward copies to the relevant agencies as needed.
8. Collect the fares from all Riders in advance. Submit fares and records as required by BFT by the 10<sup>th</sup> of each month.

**THE BOOKKEEPER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:**

1. Collect the fares from all Riders in advance.
2. Keep and submit records as required by BFT by the 10<sup>th</sup> of each month.
3. Complete BFT-provided training prior to assuming Bookkeeper responsibilities.

**THE RIDER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:**

1. Pay his/her fare as established by BFT; this payment will be made in advance to the Driver or BFT 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 Coordinator 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 Coordinator with fifteen (15) calendar days advance notice of planned termination.

5. Not drive without express written or documented emergency telephone authorization from BFT. (To drive without authorization could cause you to be at great personal financial risk).
6. Wear/use safety belts properly at all times while occupying the van.

**THE COORDINATOR, 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 all rules, which may, from time to time, be established by BFT. Abide by arbitration provided by BFT in disputes arising out of the day to day operational vanpool rules. Agree to wear seatbelts at all times.
5. Release the Driver and BFT 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.

**BFT AGREES, DURING THE TERM OF THIS AGREEMENT, TO:**

1. Provide a rider van 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 authorized users of the van.
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 an 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 BFT approved maintenance facilities.
10. Provide loaner vehicles by reservation on a first-come, first-served basis, for occasions when the vanpool 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 on such days, drivers shall be credited an agreed upon amount per person for each day on which they drive.
12. Provide sample rules and regulations for the daily operation of the vanpool.
13. Provide one-week vacation credit every six months of consecutive participation as a paying rider in a BFT van.

**THE AGENCY, COORDINATOR, 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, driven in a safe manner at all times, and not operated while under the influence of alcohol and/or drugs. All members shall act in a courteous manner and the unique character of this van's use shall be explained if such is questioned.

2. Operation of the van is restricted to BFT-approved drivers. Prior to the operation of the van, the driver must be authorized (for insurance purposes) in one of three ways:
  - A. Attend the mandatory four-hour vanpool driver workshop prior to driving the vehicle.
  - B. Receive a vehicle orientation and on-road evaluation prior to driving the van (approximately 30 minutes). Follow up with attendance at one of the next two scheduled mandatory driver workshops.
  - C. In an emergency, request temporary emergency authorization over the telephone from BFT vanpool staff. If authorized for one day trip, this emergency authorization must be followed closely with attendance at one of the next two scheduled mandatory driver workshops.
3. The van is to be parked off-street at the residence of a vanpool group member or other BFT approved areas during non-commute hours.
4. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage or excessive loads; or for any purpose requiring the removal of seats.
5. The van is to be driven only on hard surfaced streets and highways and other normal access roads and driveways.
6. No personal use of the van is authorized. The van will never be left unattended with the engine running.
7. Fares unpaid for 60 days may result in denial of service and use of a collection agency.

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 Coordinator, Driver, or Rider may terminate the Agreement for any reason. BFT 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 BFT, and/or the program/route is terminated. BFT may terminate 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. Termination notification shall be confirmed by telephone or by mail to the last provided address. The 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 termination.

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

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 regulation, 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. **I have received, read, and understand this agreement.**

\_\_\_\_\_  
Name (Please Print)

\_\_\_\_\_  
BFT Staff – Name (Please Print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
BFT Staff Title

\_\_\_\_\_  
City Zip

\_\_\_\_\_  
BFT Staff Signature

\_\_\_\_\_  
Work Phone Home Phone

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature – Date

Van # \_\_\_\_\_

E-Mail (Home) Address \_\_\_\_\_

E-Mail (Work) Address \_\_\_\_\_

*(Check all below that apply)*

- \_\_\_\_\_ COORDINATOR
- \_\_\_\_\_ DRIVER
- \_\_\_\_\_ BACK-UP DRIVER
- \_\_\_\_\_ RIDER

All of the above are also considered a rider.

\_\_\_\_\_  
Employer

**Guaranteed Ride Home Program  
Limited usage – Abuse not tolerated \***

Ben Franklin Transit's Guaranteed Ride Home Program will bring you to town from your work site\*\* for these emergency reasons:

- You or an immediate family member is sick or injured.
- Family or home crisis.
- Emergency business appointments.
- Unscheduled overtime where your employer won't provide you a later ride.
- When your normal vanpool arrangement fails on homebound trip.

**You must schedule your guaranteed ride between 6:00 AM and 6:00 PM Monday through Friday. 943-5442**

\* 1<sup>st</sup> ride free, 2<sup>nd</sup> \$10.00, 3<sup>rd</sup> \$35.00

\*\* Hanford area pick-up is from the "Y" Barricade.