

The purpose of this agreement is to describe the requirements and responsibilities of Intercity Transit and participants in the Intercity Transit Public Vanpool Program.

This Vanpool Participant Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program as administered by Intercity Transit. Intercity Transit is hereafter referred to as the Agency. The Public Vanpool Program is hereafter referred to as the Vanpool Program. The Vanpool Vehicle is hereafter referred to as the Vehicle. The Vanpool Group Leader, hereafter referred to as Group Leader, means any member of the vanpool 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. Each Vanpool group must have one Primary Driver and a Group Leader. Having additional drivers is preferred. Rider, as referred to herein, means all persons who ride in the vanpool Vehicle, including the Group Leader and Drivers. The Group Leader and Driver and may be one responsible individual. Each Vanpool group must have a minimum of three (3) persons to start and maintain a Vanpool group.

Vanpool Group Participants (Drivers, Riders, Group Leaders) agree during the term of this Agreement to:

1. Allow only Agency-approved drivers to operate the Vanpool Vehicle.
2. Establish, in cooperation with the Agency, the vanpool route and schedule to places of employment, education or other institutions.
3. Establish and report, in cooperation with Agency guidelines, the parking locations during working hours and non-commute hours. Update the Agency if parking locations change. The van is to be parked off-street at the residence of a vanpool group member during non-commute hours. Be accountable, responsible, and liable for vandalism when the van is not parked in accordance with Agency guidelines.
4. Complete the Agency provided training before taking possession of the van and assuming vanpool responsibilities.
5. Maintain the vanpool group at or above the minimum ridership of three (3) persons and keep the Agency informed of ridership changes. New riders cannot be denied joining a Vanpool without Agency approval. If ridership or commutes occur less than 15 days/month and/or under minimum ridership of 3 riders, the Agency may terminate the Agreement. Upon termination of the Agreement, vehicles and all keys shall be returned to the Agency within twenty-four (24) hours of termination.
6. Find his/her own alternate transportation when work or personal schedule does not allow for riding the van.
7. Make full payments each month for commute miles traveled the previous month. Fares are not refunded for any reason. Failure to pay the full fare according to Agency protocol may result in immediate denial of ridership privileges. Note: All Payments must be received through Intercity Transit website secure online payment portal.
8. Coordinate the development of rules for the day-to-day operation of the vanpool. Abide by the rules established by the vanpool group for day-to-day operations of the vanpool. Rules may be amended if all participants agree. Abide by decision provided by the Agency in disputes arising out of the day-to-day operational vanpool rules that are not resolved by the vanpool group. Behave in a manner which promotes positive interaction with other Vanpool participants.
9. Always operate the Vehicle in a manner complimentary to the public nature of the Vanpool Program. Group participants shall act in a courteous manner and provide information about the Vanpool Program if questioned.
10. Wear/use safety belts properly at all times while occupying the Vehicle.
11. Keep appropriate records as required by the Agency.

12. 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.
13. Not smoke, vape or use e-cigarettes in the Vehicle or within twenty-five (25) feet of the Vehicle.
14. Not use, possess or transport any alcoholic beverage, marijuana product, narcotic drug, chemical or other substance in violation of the law.
15. 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.
16. Notify Drivers in advance of all anticipated non-use of the Vehicle.
17. Provide the Group Leader and Agency with at least fifteen (15) calendar days written notice prior to the beginning of the next month of planned termination.
18. Notify the Agency immediately if a Driver is operating the Vanpool Vehicle in a manner which concerns you or is not consistent with Washington State Traffic Laws.
19. Keep the Vehicle clean. Be responsible for the cleanliness of the interior and exterior of the Vehicle. WEX fueling cards are also authorized for car wash services. Accepted car wash locations can be verified by calling the WEX Customer Service number listed on the back side of the fuel card. If the WEX fuel card is not used for car wash services, reimbursements are allowable by submitting receipt within 45 days of service. Reimbursements are not authorized beyond 45 days following service.
20. 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.
21. By participating in the Vanpool Program, Drivers, Riders, and Group Leaders agree that they assume all risks of such participation and further agree to 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. This release shall not include claims based on the intentional tortious conduct of Vanpool Participants.
22. Agree to and sign the Vanpool Group Contract.
23. Agree to comply with COVID protection measures, including wearing masks as required by Federal and State health agencies or as directed by Intercity Transit.

Drivers, in addition to terms outlined for Vanpool Group Participants, agree during the term of this Agreement to:

1. Maintain a valid Washington State driver's license.
2. Complete the Agency assigned Defensive Driving and Orientation Class prior to assuming Vanpool Driver responsibilities and operating any Vehicle. After five (5) years of driving, complete a refresher course assigned by the Agency. Restrict driving of the Vehicle to Agency-approved Drivers only.
3. Observe safe and defensive driving habits and obey all traffic laws and regulations.
4. Not operate any Vehicle for personal use. The van may be used incidental to the commute. Incidental to the commute means the use of the vanpool Vehicle for personal errands or use immediately preceding the commute, at mid-commute, or immediately after the commute. Operating the Vehicle for personal use or use that is not incidental to the commute is considered unauthorized use and is excluded from Agency insurance coverage.
5. Always operate the Vehicle with headlights on.
6. Coordinate with 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)

7. Not operate any Vehicle while under the influence of any illegal drugs or any other substance which may impair your ability to safely operate the Vehicle. An illegal drug is any drug or substance identified in Schedule I through V of Section 202 of the Controlled Substance Act (21 U.S.C 812) and is further defined by 21 CFR 1300.11 – 1300.15. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, or the use of illegally obtained prescription drugs. Marijuana is considered a banned substance per the federal government. Only use medically authorized drugs or OTC medications in a manner which will not impair driving. Do not drive the vanpool after consuming substances that contain alcohol.
8. Not use any electronic devices, including cell phone, headsets, ear buds, or GPS while operating or sitting in the driver's seat of any Vehicle.
9. Report to the Agency within 48 hours, any citation issued to you for any traffic related offense, whether received while driving the Vanpool Vehicle or any other Vehicle (e.g., a citation received while a Driver is driving their personal Vehicle). 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. The Agency will routinely obtain Motor Vehicle Records to determine if a Driver continues to meet the established Vanpool Driver Eligibility/Retention Criteria.
10. Notify the Agency when they are no longer in accordance with the established Vanpool Driver Eligibility/Retention Criteria or can no longer safely operate the Vehicle. Driver Eligibility and Retention Criteria is noted in the Driver application.
11. Be responsible for reporting any vanpool vehicle accident 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 immediately completing an Intercity Transit Event Report and submitting it directly to the Agency for all accidents or incidents, regardless of severity within 24 hours.
12. Report Vehicle malfunctions or damage to the Agency immediately.
13. Establish, in cooperation with the Agency, the Vanpool route and schedule. Coordinate with the other approved Drivers for the daily operation of the Vanpool 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. (RCW 46.74.010) Coordinate alternate transportation when the Vehicle or approved Driver is not available, or conditions do not allow for the safe operation of the Vehicle.
14. Obtain prior approval from agency for any expenditures relating to the safe operation of the Vehicle and provide Group Leader or Agency with receipts for expenditures for reimbursement within 45 days of expenditure.
15. Not use the Vehicle for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; nor for any purpose requiring the removal of seats. Removal of seats is not authorized by Agency.
16. Assume full liability and responsibility if Vehicle is used for purposes other than those permitted or in a manner inconsistent with the terms and conditions outlined in this Agreement.
17. Coordinate maintenance and servicing of the Vehicle as prescribed by the Agency. Vehicles must be delivered to the Agency when scheduled maintenance is due and return spare vehicle when service is completed.
18. Drive the Vehicle only on hard-surfaced streets, highways, and other normal access roads and driveways, except as authorized by the Agency.
19. Make sure the Fuel Card is kept in the glove box in the Vehicle at all times. Lock the Vehicle when not in use.
20. Not allow accessories, including window or bumper stickers, or equipment to be added to or removed from

the Vehicle without prior approval of Agency. Any loss of equipment will be reported to the Agency immediately. The vanpool group will reimburse the Agency for the loss of such equipment.

21. By participating in the Vanpool Program, Drivers agree that they assume all risks of such participation and further agree to release the Agency from any liability, claims, and demands for loss, theft, or damage to personal property or loss of income or consequential damages resulting from delays, tardiness, or absence of the van on particular days, or termination of the program

Group Leaders, in addition to terms outlined for Vanpool Group Participants, agree during the term of this Agreement to:

1. Complete the Agency-provided Orientation Class prior to assuming Group Leader responsibilities.
2. Agree to communicate with vanpool participants about fare payments, conflict resolution related to the Vanpool Group rules, and other communication between the Vanpool Group and the Agency.
3. Obtain approval from the Agency for any expenditures relating to the safe operation of the Vehicle, other than fuel and car wash services.
4. Submit monthly vanpool reports as established by the Agency. Edit ridership when changes occur.

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 Group Participants.
3. Assist in developing and maintaining Vanpool ridership.
4. Assist with establishment of Vanpool daily route and schedule.
5. Assist with development of Vanpool Group rules.
6. Provide Fuel cards and personal identification numbers to Vanpool Groups.
7. Provide an outline of 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 spare Vehicles, for occasions when the Vanpool Vehicle is out of service for maintenance or repairs.
11. Intercity Transit provides insurance coverage through Washington State Transit Insurance Pool. Current Coverage Summary is listed on Exhibit A.

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 Vanpool Participant may terminate the Agreement for any reason. The Agency may terminate this Agreement at any time for reasons including, but not limited to, ridership or commutes occurring less than 15 days/month and/or under minimum ridership of 3 riders; operation of the Vanpool becomes inconsistent with the evaluation criteria established by the Agency; reports are not submitted on time; involvement in an accident, incident, or safety complaint; failure to pay fare when due; 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; the Vanpool program is terminated; or for other good cause. Termination notification shall be confirmed by telephone, email, or by mail to the last provided address. Termination by the Agency will not result in any fare refunds. Affected Rider 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.

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

EXHIBIT "A"

VANPOOL COVERAGE SUMMARY

Basic Coverage

Drivers: The agency will pay **all** sums that you, as the **authorized** user of the van, must legally pay as damages because of bodily injury or property damage caused by an accident and resulting from the use of a covered vehicle of the agency. **Intentional** acts are excluded from this coverage.

Medical Expense Protection (Med Pay): Med-Pay coverage *applies only to the VP driver*, operating the vehicle in the scope of the VP agreement at the time of the loss. The coverage applies regardless of who is at-fault and will pay for the *reasonable and necessary* medical expenses arising from a covered loss. These include but are not limited to medical, hospital, dental, prescription, ambulance, prosthetic devices, and funeral expenses, per occurrence; *up to \$35,000* dollars for the VP driver. The VP driver has a duty to cooperate and must work closely with the WSTIP Med-Pay adjuster throughout the claims process. Cooperation may include medical records and billings accumulation, providing a written or recorded statement, and maintaining consistent communication with WSTIP adjuster as they manage the claim. There is no award of general damages (pain, suffering, emotional distress, etc.) in a Med-Pay claim. Benefits do not include loss of income or expenses for household services.

Drivers, Riders, and Group Leaders: The Agency shall provide **Uninsured/Underinsured Motorist Coverage (UM/UIM)** to a limit of \$60,000.00 per occurrence (not per individual or claim) for reasonable and necessary injuries and damages.

Riders: Riders are covered for bodily injuries that they may receive while occupying a covered van involved in an incident in which the agency's insurance would customarily respond under the terms and conditions of its insuring agreement. UM/UIM and third parties are not subject to this coverage.

The Agency does not obligate itself to subrogate or collect on behalf of the occupants of its insured vehicle for bodily injuries or property damage suffered as a result of a UM/UIM or adverse third party.

WSTIP, or its members **does not have Personal-Injury-Protection (PIP) coverage or any form of personal medical coverage.** PIP coverage is available through a driver's or passenger's own auto-insurance carrier.

Please return Vanpool Participant Acceptance Form and retain Participant Agreement for reference

Contact Information		
First Name:	Last Name:	Cell Phone:
Address:	City/State/Zip:	Personal Email Address (Required):

Employer Details		
Employer Name:	Work Phone:	
Employer Address:	City/State/Zip:	Work Email:

Personal Commute		
Vanpool Pickup Location:	Destination:	Work Hours (Times & Days):
How did you hear about vanpool?		
Main reason for joining vanpool?		

~ IT Use Only ~
Entered By
Date

Vanpool #:
Vanpool Group Leader:
First day on Van:
Referred to Vanpool By:
Referral's Email Address (Required):

I have read, understand, agree, and received a copy of the Vanpool Participant Agreement:

Signature

Date

Printed Name

Please email the completed form to vans@intercitytransit.com
 If you have any questions, you can reach the vanpool team at 360.786.8800