

Rapid Vanpool Program

Driver/Back-up Driver Agreement

THIS AGREEMENT made this ____ day of _____, 20____ by and between the Interurban Transit Partnership ("ITP", or the "Rapid"), and _____ ("Driver/Back-up Driver"), whose address is _____. This Agreement establishes the rights and responsibilities of the parties with respect to participation in the Rapid Vanpool Program (the "Program").

WHEREAS: The Rapid administers the Program, which provides vehicles for the purpose of operating a Vanpool and to render such other reasonable assistance as may be required for the functioning of the "Rapid Vanpool".

WHEREAS: The individual identified above has applied and been authorized by the Rapid to volunteer as a Driver/Back-up Driver in the Program, acknowledges and agrees that any van made available to a Driver/Back-up Driver by the Rapid (the "Van") is the property of the Rapid and that this Agreement is a contract to permit use of the Van only. Driver/Back-up Driver expressly agrees to all the terms and conditions contained in this Agreement.

This Agreement will be in effect for any and all Vans that are provided by the Rapid and are operated by an authorized Driver/Back-up Driver. The "Rapid Vanpool" or the "Vanpool", as referred to in this Agreement, means the Program administered by the Rapid in the Western Michigan service area.

NOW, THEREFORE, the parties agree as follows:

I. GENERAL OBLIGATIONS OF DRIVER/BACK-UP DRIVER

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, in connection with his/her obligations under this Agreement, Driver/Back-up Driver shall:

1. Pay his/her monthly vanpool fare, as established by the Rapid, to the Rapid, no later than the 30th day of the month during which the invoice is received. Payments received after the 30th day of the month will be assessed a \$7.00 late fee. A \$20.00 fee will be assessed for a returned check.
2. Pay any and all fees in the event the designated bank account has insufficient funds for withdrawal on the 1st of the month.
3. Notify The Rapid, in writing, 15 calendar days in advance of any changes to designated bank account, financial institutions, etc.
4. Pay a one hundred and fifty dollar (\$150) non-interest bearing security deposit to the Rapid prior to taking possession of the Van.
5. Pay half of the month's service if membership terminates on or before the 15th; pay the full month's service if membership terminates after the 15th, provided proper advanced notification is given to The Rapid (see section VII, A)
6. Not permit anyone other than Driver/Back-up Driver(s) to operate the Van at any time.

7. If designated as a back-up driver, be available to drive the Van when the primary driver is unable to do so, and to abide by all conditions of the Rider Agreement.
8. Maintain a valid Michigan driver's license.
9. Abide by all rules, regulations, manuals, policies and requirements established by the Rapid.
10. Notify the Rapid Vanpool Office immediately when he/she at any time no longer complies with the established Driver/Back-up Driver Selection Criteria.
11. Coordinate alternative transportation when the assigned Van is not available.
12. Use best efforts to maintain the Vanpool at its maximum ridership.
13. Duty to report to the Rapid within 3 days of receiving any citation, moving violation or conviction, whether or not received while operating the Van, and notify the Rapid within 7 days of the disposition of any citation or violation or conviction; provided, however, any citation, violation or conviction of applicable laws or ordinances will be the sole responsibility of the Driver/Back-up Driver.
14. Participate in the Program as a Driver/Back-up Driver for a minimum of 3 months.
15. Operate the Van in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations.
16. Return the Van to the Rapid in the same condition as when delivered, ordinary wear and tear excepted.
17. Operate the Van only when the Driver/Back-up Driver and all passengers are seated and wearing seat belts.
18. Drive a Van daily to and from work, picking up and discharging riders in accordance with the established Vanpool route and schedule.
19. Strictly enforce the non-smoking policy enforced by the Rapid on any Vans.
20. Not transport any property deemed hazardous/dangerous by reasons of being flammable, explosive, fissionable, corrosive, contraband, illegal drugs, alcohol, firearms, or weapons.
21. Not load the Van beyond the manufacturer's stated passenger capacity, and not use the Van for hire, to pull trailers or boats, to haul garbage or debris, or for any purpose necessitating the removal of seats.
22. Lock and properly secure the Van when not in use.
23. Not drive the Van off-road, on beaches or in fields, or in any potentially unsafe environment.
24. Not drive the Van over bridges or roads posted for less than a 4-ton maximum weight load.
25. Not add or remove accessories, including appearance items or additional equipment on the Van without prior approval of the Rapid Vanpool Office.
26. Take a pre-qualification and annual or bi-annual Rapid physical/drug and alcohol test, which will be administered at the Rapid's cost and expense at a Rapid approved facility.
27. Fully cooperate with the Rapid staff regarding the terms and conditions of participation in the Program.

II. GENERAL OBLIGATIONS OF RAPID:

In connection with its obligations under this Agreement, the Rapid shall:

1. Provide a Van for use by the Driver/Back-up Driver.

2. Provide auto liability coverage at or above the statutory minimums for all authorized drivers of the Van, including bodily injury and property damages caused by the negligence of the Driver/Back-up Driver, and uninsured motorist protection.
3. Provide loaner Vans by reservation on a first come, first served basis in the event the primary Van is out of service.
4. Provide assistance in the administration of the Vanpool.
5. Provide (through itself or an authorized agent) a vehicle maintenance program.

III. MILEAGE

1. Driver/Back-up Driver shall be allowed 300 free personal miles each month. Driver/Back-up Driver may not accumulate or bank unused personal miles from any month. The Rapid must authorize any personal miles exceeding 300 miles in a given month in advance. Any miles accumulated off the established commute route shall be documented as personal miles.
2. Driver/Back-up Driver may use the Van for personal transportation beyond the allowed 300 miles per month for a fee of \$.45 per mile and in accordance with limitations stated elsewhere in this Agreement. The Rapid reserves the sole right to decide if the personal use is proper and/or not excessive. The Rapid also reserves the right to adjust the mileage charge as may from time to time be necessary. Driver/Back-up Driver shall be billed monthly for excess mileage charges and must remit payment to the Rapid within 21 days of billing date.

IV. MONTHLY REPORTING REQUIREMENTS

1. Driver/Back-up Driver shall keep daily and monthly records as required by the Rapid.
2. Driver/Back-up Driver shall accurately report the miles traveled in the Van each month in the Monthly Vanpool Report. Discrepancies found in the miles reported shall be billed to the Driver/Back-up Driver.
3. Driver/Back-up Driver shall complete and submit to the Rapid Vanpool Office, postmarked by the 5th of every month, a Monthly Vanpool Report for the preceding month. Driver/Back-up Driver will be assessed a \$10.00 late fee for any report postmarked after the 5th day of the month.

V. ACCIDENT REPORTING PROCEDURES

Driver/Back-up Driver shall immediately notify the Rapid in the event of any vehicular accident or other incident involving bodily injury or property damage. Driver/Back-up Driver must notify the Rapid Vanpool Office (616) 774-1188, within 12 hours of the accident (notification must be made immediately in the event of bodily injury). These reporting procedures must be followed whenever bodily injury or property damage occurs, even if no third party was involved.

VI. MAINTENANCE

1. Driver/Back-up Driver shall have the Van inspected for safety semi-annually.

2. Driver/Back-up Driver shall coordinate maintenance, cleaning, and servicing of the Van as prescribed in the Driver/Back-up Driver's Vanpool Operations Manual.
3. Driver/Back-up Driver shall obtain prior approval from the Rapid Vanpool Office or its designated agent for any expenditure in excess of \$60.00.
4. Driver/Back-up Driver shall pay for cleaning and emergency operating expenses of the Van and submit at the beginning of each month all receipts with the Monthly Vanpool Report.
5. Driver/Back-up Driver acknowledges and agrees to use the Rapid-provided Maintenance Only and the Rapid-approved oil company fuel credit cards only for authorized fuel, service, and repairs to the Van.
6. Driver/Back-up Driver is responsible for any and all damage to the Van, in excess of the \$100 deposit, attributable to abuse of the Van or negligence in its maintenance.
7. Driver/Back-up Driver may be held liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and preventive maintenance schedule established by the Rapid.

VII. TERMINATION OF AGREEMENT

- A. Driver/Back-up Driver may terminate this Agreement at any time after the initial three-month period, provided written notice of any intended termination is provided to the Rapid. Driver/Back-up Driver must notify the Rapid at least thirty (30) days in advance of the planned termination date. Insufficient notice of termination shall result in assessment of a \$50.00 fee. At the termination of this Agreement, Driver/Back-up Driver will turn the Van over to the Rapid. Upon its delivery and return or prior to reassignment, the Rapid or its agent shall inspect the Van and provide a report on its condition. Upon its delivery and return, Rapid or its agent and the Driver/Back-up Driver shall inspect the Van and provide a report on its condition. Both the Rapid and Driver/Back-up Driver shall sign the report.
- B. The Rapid may terminate this Agreement under the following conditions:
 1. Driver/Back-up Driver fails to comply with any of the terms of this Agreement, including but not limited to Driver/Back-up Driver's failure to comply with all applicable laws.
 2. Driver/Back-up Driver loses his/her driver's license, in which case the Rapid will immediately terminate this Agreement.
 3. Driver/Back-up Driver accumulates moving violations or convictions which, in the Rapid's sole judgment, suffice to warrant termination; or
 4. For any other reason whatsoever.

In the event the Rapid terminates this Agreement, the Rapid may do any one or more of the following:

1. Take possession of the Van and its contents by self-help or any other legal method.
2. Use any security deposit to reduce any amount owed.
3. Pursue any other remedy available at law and/or in equity.

Termination by the Rapid shall be confirmed by telephone, fax, or U.S. mail to the last address provided by the Driver/Back-up Driver. The Driver/Back-up Driver shall cooperate fully in return of all Vanpool records and materials and of the Van and all keys thereto.

VIII. RELATIONSHIP OF PARTIES:

It is expressly understood that the Driver/Back-up Driver is not an employee, servant or agent of the Rapid.

IX. CHOICE OF LAW:

This Agreement shall be interpreted under the laws of the State of Michigan.

X. NON-WAIVER:

The Rapid's failure at any time to insist on the performance of any of the requirements of this Agreement or the Rapid's forbearance at any time with respect to any default of the Driver/Back-up Driver shall not be deemed a waiver of any of the Rapid's rights hereunder.

XI. ASSIGNMENT:

Driver/Back-up Driver may not assign this Agreement nor rights hereunder except with the Rapid's written consent. Upon any permitted assignment by the Driver/Back-up Driver, the assignee shall immediately become bound by all terms contained in this Agreement and as set forth in any attached exhibits. The Driver/Back-up Driver shall not otherwise encumber title to the Van in any way nor permit any lien or charge to attach or exist on any right or interest of the Rapid.

The Rapid may assign this Agreement or any of the Rapid's rights hereunder and/or mortgage the Van without notice to the Driver/Back-up Driver and without his/her permission. Such assignee and/or mortgage shall have all of the rights but no obligations of the Rapid under this Agreement. The Driver/Back-up Driver agrees that he/she will not assert any defense, counterclaim, or offset that he/she may have against the Rapid, against any such assignee or mortgagee of the Rapid.

XII. SECTION CRITERIA

By execution of this Agreement, Driver/Back-up Driver hereby acknowledges receipt and applicability of the Rapid's Vanpool Program Driver Selection Criteria. In order to induce the Rapid to enter into this Agreement, the Driver/Back-up Driver specifically represents that he/she is at least twenty-five (25) years of age.

XIII. FLEET MANAGER

Driver/Back-up Driver acknowledges that the Rapid contracted fleet management company will be providing management services to the Rapid related to the Vans used in the Program. Driver/Back-up Driver agree to cooperate with the contracted fleet management company at

all times and to abide by any rules promulgated by the contracted fleet management company with respect to the Program.

XIV. MODIFICATION

Only a subsequent written instrument signed by each of the parties may modify this Agreement.

XV. NON-DISCRIMINATION

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 Program because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically, but not limited to: Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

XVI. INDEMNIFICATION

1. Rapid shall not be responsible to the Driver/Back-up Driver for any loss of income, inconvenience, or other damage sustained by Driver/Back-up Driver as a result of an interruption of services to be furnished by the Rapid. It is expressly understood that neither the Rapid, nor its insurance provider, will be responsible for any person's property lost, stolen, or damages in or from the Van.
2. Driver/Back-up Driver shall indemnify and hold harmless the Rapid, its authorized agents and employees from all loss, theft, damage of personal property, loss of income, claims, actions, costs, 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, absence of the Van or termination of or from the program.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date indicated below.

_____ Date _____

Driver/Back-up Driver Signature

Address _____

City _____ State _____ Zip _____

Employer _____

Phone Day _____ Evening _____ Mobile _____

Social Security Number – For ID Purpose Only _____

Drivers License Number _____ Valid Until _____

For use the Rapid only:

_____ Date _____

Rapid Authorized Signer

Van _____ **Number** _____ **Year** _____ **Make/Model** _____
Color _____

Vanpool # and/or Route To _____ Route From _____

EXHIBIT A

DRIVER QUALIFICATION CRITERIA

To become a Qualified Driver authorized by ITP to operate the Van, an individual shall:

- (i) hold a valid Michigan Drivers License;
- (ii) provide evidence of automobile liability and collision insurance with companies satisfactory to ITP;
- (iii) submit to and pass a background check of his or her criminal history and driving record;
- (iv) submit to and pass a drug and alcohol test*; and
- (v) submit to and pass a United States Department of Transportation (USDOT) physical to be administered by an ITP approved physician*.

* All costs associated with such tests shall be paid by ITP.

**EXHIBIT B
OPERATING TERMS AND CONDITIONS**

I. COMPLIANCE WITH VANPOOL PROGRAM PROCEDURES

1. Driver shall notify Employer at any time when he/she has actual knowledge that he/she no longer complies with Driver Selection Criteria.
2. Driver shall notify ITP within 3 days of receiving any conviction, citation, or moving violation, whether or not received while operating the Van, and shall notify ITP within 7 days of the disposition of any conviction, citation or violation.
3. Driver agrees to notify ITP within 24 hours of any alleged civil or criminal charges being brought against Driver; or conviction of Driver arising out of the operation of any motor vehicle (including, without limitation, the Van).
4. Driver shall cooperate with ITP's insurance company in any investigation and resolution of charges or citations; however, the foregoing provision shall not be construed to require such insurance company to investigate or resolve such charges. Driver shall maintain and furnish to ITP any records when and as may be requested by ITP. All such records shall be maintained in the manner specified by ITP and presented on a timely basis. If Driver notifies ITP of any accident or citation, or any alleged civil or criminal charges being brought against Driver; or conviction arising out of Driver's operation of the Van or any other motor vehicle, ITP has the right to immediately terminate this Agreement.
5. Driver shall participate in the Vanpool Agreement as a Driver or a back-up Driver for a minimum of three months.
6. If Driver is entering into this Agreement for the purpose of becoming a designated back-up Driver, he/she agrees to be available to drive the Van when another Driver is unable to do so.
7. Comply in a timely manner with all reporting requirements, including weekly record-keeping and Monthly Reports.

II. OPERATION OF VAN

1. Driver shall operate the Van solely for the following purposes: (i) transporting persons from any designated meeting points to any designated place of employment, (ii) from such place of employment to the designated meeting points, or (iii) transporting the Van for fueling, cleaning, maintenance, or repairs.
2. Driver shall not use or possess any alcoholic beverage or illegal drug or other substance within the Van. Furthermore, Driver may not take the Van to any establishment whose primary business is serving or selling alcohol. Driver shall not operate the Van during or after consuming alcohol,

illegal drugs or other substances, or medications which recommend refraining from driving after ingesting. ITP has the right to immediately terminate this Agreement upon any violation of this paragraph by Driver.

3. Driver shall not permit the Van to be operated by any individual other than Driver or designated back-up Driver.

III. MONTHLY REPORTING REQUIREMENTS

1. Driver shall keep monthly records which shall include: (i) a statement of the Van's mileage for the reporting month, (ii) all maintenance performed on the Van during the reporting month, (iii) changes in Qualified Driver status, and (iv) accident reports for the reporting month.

IV. ACCIDENT REPORTING PROCEDURES

Driver shall immediately notify ITP or its Physical Damage Administrator in the event of any vehicular accident or other incident involving bodily injury or property damage. Driver must notify ITP's Vanpool Office (616) 774-1188, within 12 hours of the accident (notification must be made immediately in the event of bodily injury). These reporting procedures must be followed whenever bodily injury or property damage occurs, even if no third party was involved.

V. MAINTENANCE

1. Driver shall coordinate maintenance, cleaning, and servicing of the Van as prescribed in the Inspection and Maintenance Schedule.
2. Driver acknowledges and agrees to use ITP provided fuel credit card only for authorized fuel purchases.

VI. TERMINATION OF AGREEMENT

ITP may terminate this Agreement under the following conditions:

- (a) Driver fails to comply with any of the terms of this Agreement, including but not limited to Driver's failure to comply with all applicable laws, including state vehicle inspection laws.
- (b) Driver's license is suspended for any period of time, or license is revoked, in which case ITP will immediately terminate this Agreement.
- (c) Driver accumulates moving violations which, in ITP's sole judgment, suffice to warrant termination; or
- (d) For any other reason whatsoever.

EXHIBIT C

INSPECTION AND MAINTENANCE SCHEDULE

Employer will service the Van in accordance with the CSC Fleet Management Guidelines, a copy of which is attached. The Van Maintenance and Repair Coupon Book provided to Employer pursuant to Section 6(a) will list all other servicing guidelines that must be adhered to by Employer under the Vanpool Agreement.