

Rapid Vanpool Program

Rider Agreement

This Rider Agreement (this "Agreement") establishes the rights and responsibilities established by the Interurban Transit Partnership (the "Rapid") for individuals participating in its Rapid Vanpool Program (the "Program").

The undersigned, referred to herein as "Rider," in consideration for being allowed to participate in the Program, agrees during the term of this Agreement to:

1. Participate in the Program for a minimum three (3) month period. Failure to participate in the Program for three months will result in forfeiture of vanpool deposit and possible legal action to collect funds due the Rapid.
2. 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 was received. If the Rider's monthly vanpool fare account becomes two months in arrears, he/she will serve a mandatory one month suspension from the Program the following month. Whenever the Rider is suspended for non-payment of his/her fare, the Rider is required to pay an additional \$150 deposit and a \$25 reinstatement fee. This is in addition to the Rider paying all past due monies and associated late fees accrued on his/her monthly vanpool statement. 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.
3. Pay for half 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 that proper notification is given to The Rapid (see #13 below)
4. Pay any and all fees in the event the designated bank account has insufficient funds for withdrawal on the 1st of the month.
5. Notify The Rapid, in writing, 15 calendar days in advance of any changes to designated bank account, financial institutions, etc.
6. Pay in advance a vanpool deposit of \$150.00. No interest will be paid on the deposit. The deposit will be returned in full if Rider has participated in the Program for the required three months, notifies the Rapid (in writing) within 15 days in advance of planned termination from participation, and no fees (late fees, returned check charges, collection expenses, etc.) are outstanding.
7. Indemnify and hold harmless the Rapid, its authorized agents and employees from loss, theft, or damage to personal property, loss of income, all 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 from the Program.

8. Show his/her monthly vanpool pass daily to the vanpool driver.
9. Abide by all rules which are established by the Rapid.
10. Abide by all day-to-day operational practices/guidelines of the vanpool as established by a majority vote of the vanpool members. Individual group vanpool guidelines shall not conflict with any rule established by the Rapid.
11. Notify the Driver in advance of all anticipated non-use of the van due to such factors as vacation, business travel, overtime, etc.
12. Notify the Driver or nearest fellow Rider of non-use of the van due to sickness.
13. Notify the Driver and the Rapid (in writing) 15 calendar days in advance of planned termination of participation in the Program.
14. Participate in the Program as a rider for a minimum of three months.
15. Not transport any property deemed hazardous/dangerous by reasons of being flammable, explosive, fissionable, corrosive, contraband, illegal drugs, alcohol, firearms, or weapons.
16. Help maintain ridership at the maximum level.
17. Help keep the van clean and tidy.
18. Find alternate transportation on days when the van does not operate.
19. Find alternate transportation when work or personal schedules do not allow participation in the vanpool.
20. Fully cooperate with the Rapid staff regarding the terms and conditions of participation in the program.

The Rapid Vanpool agrees during the term of this Agreement to:

1. Provide a van for use in the Program.
2. Develop and maintain operational policies and procedures for the Program.
3. Provide liability coverage at or above statutory minimums for all authorized drivers of the van; including bodily injury, property damage, comprehensive, collision and uninsured motorist protection.
4. Help the drivers fulfill their administrative obligations.
5. Assist in maintaining ridership at its maximum level.
6. Provide loaner vans by reservation on a first-come, first-served basis.
7. Assist the participants in making alternate arrangements if none of the loaner vans is available due to mechanical failure of the van. This shall include permitting mileage reimbursements for drivers of carpools of four or more.
8. Arbitrate disputes arising out of established day-to-day operational rules of the vanpool.
9. Establish a fee schedule for participation in the vanpool.

This Agreement shall be effective as of the day 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. Rider may terminate his/her participation for any reason after the initial three month period. The Rapid may terminate the vanpool as a whole if the operation of the Program becomes inconsistent with the evaluation criteria established by the Rapid, the Program is terminated, or for other good cause or for no cause whatsoever. The Rapid may terminate Rider's participation for failure to pay the vanpool fee promptly, disrupting the vanpool's operation, failure to abide by the terms of this Agreement, or for any other reason or for no reason whatsoever.

This Agreement may be modified only by a subsequent written instrument 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 Program because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including 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.

Rider Name (please print)

Email address

Address

_____/_____
Work Phone Home Phone

City State Zip+4

For Rapid use only:

Rider Signature

Signature – Vanpool Manager

Date

Date

Social Security Number
(for ID purposes only)

Employer

Van # Vanpool #