

This AGREEMENT establishes the rights and responsibilities of Vanpool Members participating in the *Every Commute Counts* Vanpool Program.

The Every Commute Counts Vanpool Program, as referred to below, refers to the Every Commute Counts Program administered by the Kentuckiana Regional Planning and Development Agency (KIPDA). A Member, as referred to below, means any person who is authorized to be transported to and from work in a vanpool using the Every Commute Counts Vanpool Program. A Driver, as referred to below, is any person who has submitted the required information AND received approval from the Every Commute Counts Program to operate and drive the vehicles used in the Every Commute Counts Vanpool Program.

Section A: All Members

Members of the Every Commute Counts Vanpool Program agree to comply with the following Terms and Conditions:

1. The Member Agreement shall be effective as of the date signed by the Member.
2. Members acknowledge the Every Commute Counts Program may revise these Terms and Conditions at any time with a 15-day notice, and that Members shall comply with such revisions in order to continue to participate in the Every Commute Counts Vanpool Program.
3. Members will comply with policies as set forth in the Every Commute Counts Vanpool Guide, which is incorporated herein by reference.
4. The Agreement shall continue in force until one of the parties gives the other party written notice fifteen (15) calendar days or more prior to the planned date of termination. Members are responsible for the entire month's fare no matter the planned date of termination. Members may terminate their membership for any reason. Every Commute Counts may terminate the Member from the Program and/or the vanpool for any of the following reasons:
 - a. If the Member fails to pay fully his or her monthly invoice promptly; if the rider's monthly vanpool fare account becomes two months in arrears or the balance is not paid in full within two months, he/she will be terminated from riding in a vanpool until the outstanding balance is paid in full, including any late fees accrued, plus a \$75 rejoining fee. Payments received after the 7th day of the month will be charged a \$10.00 late fee. A \$40.00 fee will be assessed for a returned check.
 - b. If the Member disrupts the operation of the vanpool;
 - c. If the Member's behavior is offensive or threatening;
 - d. If the Member fails to abide by these Terms and Conditions; or,
 - e. For other reasons as determined by the Every Commute Counts Program.
5. Members agree to abide by all day-to-day operational rules of their vanpool as established by majority vote of the vanpool members or as may be directed from time to time by the Every Commute Counts Program.
6. Members will notify the Primary Driver and/or Point of Contact for the vanpool of all anticipated non-use due to vacation, business travel, overtime, sickness, etc.
7. Members are responsible for helping to maintain and recruit additional Members in the vanpool.
8. Members are responsible for keeping the van clean and tidy.
9. Members are not considered to be Primary Drivers or Back-Up Drivers until their Driver applications have been approved by the Every Commute Counts Program. As such, no Member of the Vanpool Program may operate as a Driver until notified of such approval or as otherwise directed by Every Commute Counts Program staff.
10. Members are responsible for finding alternate transportation on days when the vanpool is not in operation and/or when work or personal schedules do not allow participation in the vanpool.
11. Members will cooperate to ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Every Commute Counts Vanpool Program because of race, creed, color, sex, age, national origin, sexual orientation, religion, pregnancy, military rank or veteran status, or the presence of any sensory, mental, or physical disability in any manner contrary to applicable local ordinance, state, or 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.

12. Members will indemnify and hold harmless Every Commute Counts and its authorized agents and employees from 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 of or from the Vanpool Program.
13. Members acknowledge that the Every Commute Counts Program provides ridesharing referral services

without screening the character or background of Members or applicants. Every Commute Counts shall have no responsibility or liability for any acts or omissions of Every Commute Counts Vanpool Program Members or applicants except as otherwise provided in these Terms and Conditions.

14. Members agree that if they do not pay the amounts owed to the Every Commute Counts Program for the participation in the Vanpool Program, Every Commute Counts may refer the debt to a collection agency in accordance with state and Federal laws.

Section B: Drivers

Each Driver, including Primary and Back-Up Drivers in the Every Commute Counts Vanpool Program, agrees to comply with the following Terms and Conditions in addition to the Terms and Conditions as set forth in Section A above:

1. The Driver Agreement shall be effective as of the date signed by the Driver.
2. All Drivers shall maintain a valid driver's license, provide proof to the Every Commute Counts Program upon request, and keep ECC staff updated if driver's license information changes, including expiration date.
3. All Drivers will obey all applicable Federal, state, and local statutes and regulations related to the operation of a motor vehicle, including the wearing of seat belts for all Members, and refrain from using alcohol or drugs which are illegal or prohibitive of proper driving prior to or while driving the van during commute times or personal use. Any citation for a moving traffic violation resulting from the operation of a van is the responsibility of the Driver driving the van at the time of issuance of the citation. The cost of any parking ticket and/or impound fees resulting from improper parking of the van is the responsibility of the Driver. Within 48 hours, all Drivers shall report each citation they receive for a moving traffic violation, whether received while driving the van or any other motor vehicle, to the Every Commute Counts Vanpool Program.
4. All Drivers shall not engage in using an electronic device for talking, texting, or any other purpose that would distract the Driver's full attention from the safe operation of the van. If such a task is required, the Driver shall safely pull off of the road and bring the vehicle to a complete stop before engaging in such a task. These prohibitions may not apply in emergency

situations where police, fire, ambulance, or other emergency entities must be contacted immediately; however, in such situations, caution is advised.

5. All Drivers will not allow another person to drive the van until the insurance carrier and Every Commute Counts Program have approved them as a Driver.
6. All Drivers shall notify the Every Commute Counts Vanpool Program when they no longer meet the Driver criteria as established.
7. All Drivers shall maintain accurate daily and monthly records as required by the Every Commute Counts Vanpool Program, submitting these records to the Program by the 5th of each month. These records include:
 - a. Monthly Mileage & Vehicle Assignment Log
 - b. Monthly Non-Revenue Trips Log
 - c. Monthly Fleet Card Purchase Report
 - d. Monthly Ridership & Driver Log
 - e. Monthly Vanpool Related-Expense Form (if applicable)
 - f. Any fuel and expense receipts

Any submittal following the 5th of each month will result in the forfeiture of any driver credits being awarded to the primary and back-up drivers of the vanpool. Any records found to be grossly inaccurate or constituting fraud will result in the immediate loss of driving privileges and possible termination in the Every Commute Counts Vanpool Program.

8. Primary Drivers/POCs shall help coordinate the maintenance and servicing of vans. **This includes an oil change/inspection every 9,000 miles.**

9. Primary Drivers shall notify Every Commute Counts of any changes in the roster.
 10. Backup drivers shall assume all the responsibilities of Primary Drivers when acting in the capacity, which includes the completion of the mileage log entries and rosters.
 11. All Drivers shall drive vans to and from work, picking up and discharging riders in accordance with the mutually established vanpool routes and schedules.
 12. Primary Drivers will coordinate with Back-up Drivers to help ensure the continued operation of the vanpool in the absence of the Primary Driver due to vacation, illness, or other issue.
 13. Primary Drivers shall coordinate the development of rules for the vanpool's day-to-day operations for the vanpools (e.g. wait times, radio, etc.).
 14. All Drivers agree to abide by the operational practices as established by the vanpool group.
 15. All Drivers shall enforce the wearing of seatbelts.
 16. All Drivers shall prohibit the drinking of alcohol or smoking in the van.
 17. All Drivers agree that a vanpool group may ask a Driver to step down due to a majority vote.
 18. All Drivers will comply with policies as set forth in the Every Commute Counts Vanpool Guide, which is incorporated herein by reference.
 19. POC or Primary Drivers may receive up to 100 miles each month for personal use. They may, at their discretion, choose to share the 100 personal miles with other approved Back-Up Drivers. Any personal miles beyond the 100 miles allotted monthly will be billed to the Driver(s) and will result in the loss of driving privileges. Personal miles are included in the fare mileage each month.
 20. Drivers shall not use vans for business purposes or for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; for any purpose requiring the removal of seats; or for any other purpose.
- Drivers acknowledge that they shall have full liability and responsibility if vans are used for other than permitted purposes or in a manner inconsistent with these Terms and Conditions.
21. Drivers shall promptly report any incident involving bodily and/or property damage to the insurance carrier and the Every Commute Counts Vanpool Program, including the completion of an Accident Report Form, providing Every Commute Counts with the claim number issued by the insurance carrier.
 22. Drivers will ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Every Commute Counts Vanpool Program because of race, creed, color, sex, age, national origin, sexual orientation, religion, pregnancy, ranking or veteran status, or the presence of any sensory, mental, or physical disability in any manner contrary to applicable local ordinance, state, or 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.
 23. All Drivers agree to not alter the van in appearance or contents in any way unless previously approved by the Transit Authority of River City (TARC) and the Every Commute Counts Program.
 24. Any driver receiving three (3) complaints within a 365-day period will lose driving privileges for a period of no less than three (3) months. Every Commute Counts reserves the right to suspend driving privileges for fewer than three (3) complaints at its sole discretion, depending on the nature and severity of the complaint(s) received. The Every Commute Counts Program also reserves the right to extend the suspension period due to the number and severity of complaints and/or offenses.

Section C: Every Commute Counts Vanpool Program

The Every Commute Counts Vanpool Program agrees to comply with the following Terms and Conditions:

1. The Every Commute Counts Program shall provide safe vans for use by the Vanpool Program.
2. The Every Commute Counts Program shall coordinate the inspection, service, and repairs to vanpool vans.
3. The Every Commute Counts Program shall assist Drivers to fulfill their administrative obligations.
4. The Every Commute Counts Program shall help vanpools in maintaining ridership.
5. The Every Commute Counts Program shall provide back-up replacement vehicles in the case of needed maintenance and/or repairs.
6. The Every Commute Counts Program shall establish and maintain a billing system for the Vanpool Program.
7. The Every Commute Counts Program shall provide an online version of the Every Commute Counts Vanpool Guide, outlining the policies and rules applicable to the Every Commute Counts Vanpool Program.
8. The Every Commute Counts Program shall provide all necessary forms online, including instructions for their completion and submission schedule.
9. The Every Commute Counts Program shall attempt to resolve disputes arising out of the established day-to-day operational rules of vanpools when members of a vanpool are unable to resolve these issues on their own.
10. The Every Commute Counts Program will ensure, to the best of its ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Every Commute Counts Vanpool Program because of race, creed, color, sex, age, national origin, sexual orientation, religion, pregnancy, ranking or veteran status, or the presence of any sensory, mental, or physical disability in any manner contrary to applicable local ordinance, state, or 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.
11. The Every Commute Counts Program shall provide liability coverage at statutory limits for the negligent operation of the van for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection, provided the van was being operated by a Driver authorized by the Every Commute Counts Program and for a purpose permitted under these Terms and Conditions.



SECTION 1: ALL VANPOOL APPLICANTS

Name: _____ Date of Birth: _____
First Last MM/DD/YYYY

I am (Check one): Joining an existing vanpool. Name of Vanpool: _____
 Joining a newly forming vanpool. Name of Vanpool Point of Contact (POC): _____
 Currently a vanpool member; updating my information.

I am interested in becoming (check all that apply): Rider Primary Driver Back-Up Driver

Have you participated in the Every Commute Counts (or as it was previously known, the Ticket to Ride) Program before? YES NO

If YES to the above question, what was your commuter ID and/or name (if different) when you participated in the program before?
Commuter ID: _____ Name (if different): _____

Personal Information

Home Address (Physical Address): _____
Number & Street City State Zip Code

Mailing Address (if different than Home Address): _____
Number & Street / PO Box City State Zip Code

Email Address 1 (for communication, billing, and user name website log-in): _____

Email Address 2 (for billing; we can send your invoice to up to two email addresses): _____

Personal Telephone Number with Area Code: _____

May we text you alerts or other information at this number? YES NO

Work Information

Name of Employer: _____

Work Site Address (must be a physical address; no PO Box): _____
Number & Street City State Zip Code

Work Telephone Number with Area Code: _____

Days Worked: MONDAY TUESDAY WEDNESDAY THURSDAY FRIDAY SATURDAY SUNDAY
Schedule Each Day: _____

Vanpool Information

Trial Dates (up to two free trial days): _____ & _____

Anticipated Vanpool Join Date: _____

IF YOU ARE NOT APPLYING TO BECOME AN APPROVED VANPOOL DRIVER, SKIP TO SECTION 3. IF YOU ARE APPLYING TO BECOME AN APPROVED VANPOOL DRIVER, COMPLETE SECTIONS 2 & 3.

SECTION 2: COMPLETE TO BE APPROVED AS A VANPOOL DRIVER; MUST BE AT LEAST 25 YEARS OF AGE

Do you currently have a valid driver's license? YES NO

Driver's License Number: _____ State of Issue: _____

Expiration Date: _____ Date of Birth: _____

How long have you had a driver's license (number of years)? _____ MM/DD/YYYY

Have you had a driver's license in another state within the last five years? YES NO

If YES to the question above, provide prior Driver's License Number: _____ State: _____

Have you ever been convicted of driving while under the influence or had your driver's license or driving privileges suspended or revoked? YES NO



SECTION 2: CONTINUED

If YES, please explain: _____

Do you have a condition that may or does result in physical or mental impairments that may impact and/or restrict your ability to drive? This may include but is not limited to: sight in one eye, missing limbs, deafness, paralysis, convulsive or seizure disorder, epilepsy, blackouts, diabetes, heart condition/disease, medication, etc. YES
NO

Has an insurance company ever refused, cancelled, refused to renew, or given notice of intention to cancel or refuse automobile insurance to you for any reason except non-payment? YES
NO

If YES, please explain: _____

SECTION 3: ALL VANPOOL APPLICANTS – SIGNATURE REQUIRED

As a condition of participating in the Every Commute Counts Vanpool Program, the Member agrees to comply with the Every Commute Counts Vanpool Program Terms & Conditions, and acknowledges that a copy of the Member Agreement has been received. **Initial** _____

I, _____, warrant the truthfulness of the information provided herein.

Applicant Signature: _____ **Date:** _____

Sign or provide an electronic signature by typing your full name on the line above and checking the box below.

I understand that checking this box constitutes a legal signature confirming that I acknowledge and agree to the Terms and Conditions as described herein.

Your signature may warrant employment verification, and for those seeking approval as vanpool drivers, does warrant the authorization for the Every Commute Counts Program and the vanpool fleet insurer to use my driver's license information to investigate my driving record.