



VANPOOL AGREEMENT

Kitsap Transit Public Vanpool Program

This Agreement establishes the rights and responsibilities of parties as participants in the Public Vanpool Program established by Kitsap Transit, hereafter referred to as the Agency.

The Public Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency. Vanpool Group Primary Contact, hereafter referred to as Primary Contact, means the person or institution 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. Bookkeeper, as referred to herein, means the person who has responsibility for collecting and submitting monies and reports pertinent to the operation of the vanpool. Rider, as referred to herein, means all persons who ride in the vanpool vehicle, including the Primary Contact, Drivers, and Bookkeeper. If applicable, the Primary Contact, Driver and Bookkeeper may be one responsible individual.

THE PRIMARY CONTACT, (MUST ALSO BE APPROVED AS A DRIVER OR BOOKKEEPER) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Establish, in cooperation with the Agency, 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 the Agency informed of ridership changes.
3. Coordinate maintenance, cleaning, and servicing of the van as prescribed by the Agency.
4. Obtain prior approval from the Agency for any expenditures relating to the safe operation of the van. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of the Agency. Any loss of such equipment will be reported to Kitsap Transit's Vanpool Coordinators by the Primary Contact immediately. The vanpool group will reimburse the Agency for the loss or damages of such equipment.
5. Enlist 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 Agency tire air pressure requirements and be accountable for vandalism when the van is not parked in accordance with Agency guidelines).
8. Complete the Agency-provided training.
9. **Wear/use safety belts properly at all times while occupying the van.**

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 the Agency when (s)he is no longer in accordance with the established Driver Selection Criteria.
3. Agrees to abstain from alcohol and other potentially mentally or physically altering substances prior to driving the vanpool van.

4. Coordinate with the 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)
5. **Do not** allow unauthorized drivers to operate the van.
6. Keep appropriate records as required by the Agency.
7. Prior to driving the vehicle, have an acceptable driving record in accordance with the criteria set forth by The Washington State Transit Insurance Pool. Attend a mandatory vanpool driver workshop.
8. Observe safe driving habits and all traffic regulations. Any citation resulting from the illegal operation of the van is the responsibility of the person driving the van when the citation is issued. All Agency-approved Drivers will report any citations to the Agency within 48 hours, whether received while driving the van or any other vehicle. The Agency reserves the right to conduct annual Motor Vehicle Record checks and Washington State Patrol Background checks to determine if a Driver continues to meet the established Driver Selection Criteria.
9. Be responsible for reporting any vanpool vehicle accident or incident involving bodily injury, property damage, damage to the van and/or its accessories, 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 completing a Washington State Transit Insurance Pool Report and submitting it directly to the Agency for all accidents or incidents, regardless of severity. The Agency will forward copies to the relevant agencies as needed.
10. Be responsible and pay for any damages to the van resulting from improper fueling.
11. Assist in collecting fares from all riders in advance and submitting fares and records as required by the Agency.
12. **Wear/use safety belts properly at all times while occupying the van.**

THE BOOKKEEPER, (MAY ALSO BE A DRIVER OR PRIMARY CONTACT) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Collect the fares from all riders in advance.
2. Pay for miscellaneous operating expenses of the van in accordance with procedures established by the Agency.
3. Keep and submit records as required by the Agency.
4. Arrange expenditures with the Agency.
5. Complete the Agency-provided training.
6. Pay any late fees resulting from **late reports** that are turned in, or postmarked after the 7th of each month.
7. **Wear/use safety belts properly at all times while occupying the van.**

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

1. Pay his/her fare as established by the Agency; this payment will be made in advance to the driver or agency 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 Primary Contact in advance of all anticipated non-use of the van. Find his/her own alternate transportation when work, personal schedule, or illness does not allow for riding the van.
4. Provide his/her Primary Contact with fifteen (15) calendar days advance notice of planned termination.
5. **Not drive** without agency approval.

6. Comply with reasonable requests from the Driver, speak and behave in a reasonable and courteous manner, cooperate with other riders, and demonstrate good personal hygiene as a courtesy to the entire vanpool (includes using colognes/perfumes in reasonable amounts, etc.).
7. Understand that smoking and drinking alcohol in the van is not allowed.
8. Notify Kitsap Transit immediately if a Driver is operating the van in a non-defensive or unsafe manner.
9. Wear/use safety belts properly at all times while occupying the van.

THE PRIMARY CONTACT, 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 and exterior 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 the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational vanpool rules.
5. 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.
6. **Wear/use safety belts properly at all times while occupying the van.**

THE AGENCY AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Provide a passenger van for use by the group.
2. Execute Agreements with Primary Contacts, 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 Agency-approved maintenance facilities.
10. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the vanpool's vehicle is out of service.
11. Provide sample rules and regulations for the daily operation of the vanpool.

THE AGENCY, PRIMARY CONTACT, 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 Agency-approved Drivers.
3. The van is to be parked off-street at the residence of a vanpool driver, or other approved location, 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. The van will never be left unattended with the engine running.
7. **Wear/use safety belts properly at all times while occupying the van.**

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 Primary Contact, Driver or Rider may terminate the Agreement for any reason. The Agency 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 the Agency, and/or the program is terminated. The Agency 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 any reasonable cause. Termination notification shall be confirmed by telephone, electronic mail, or by mail to the last provided address. 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 regulations, 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 VANPOOL RIDER AGREEMENT.

(Check all below that apply)

- PRIMARY CONTACT/BOOKKEEPER
- DRIVER
- BACK-UP DRIVER
- RIDER

VANPOOL #:
ROUTE TO (CITY):
FROM (CITY):
CURRENT PRIMARY CONTACT OR DRIVER
(If applicable):

Please Complete This Section

Name:	Employer:
Address:	Worksite Address:
City: State:	Work Phone:
Zip:	Work Hours:
E-mail:	Pick-up Point:
Home Phone:	Cell Phone:
Date:	
Signature: _____	

Please sign and send to the Kitsap Transit Vanpool Program at:

Vanpool@kitsaptransit.com,

Fax to

360.377-7086,

Or mail to

60 Washington Ave #200, Bremerton, WA 98337

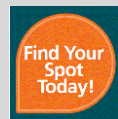


EXHIBIT "A"

VANPOOL INSURANCE COVERAGE SUMMARY

Kitsap Transit purchases its insurance coverage through the Washington State Transit Insurance Pool (WSTIP). WSTIP insures 25 transit agencies in the state of Washington. The following insurance is provided to Kitsap Transit vanpools:

Auto Liability Coverage:

Kitsap Transit has auto liability insurance with limits of \$20,000,000 for accidents caused by our Vanpool Driver. This policy covers any damage to our vehicle, to other vehicle(s) or property involved in the accident, injury to our passengers, or to passengers in other vehicle(s). It does not cover injury to our driver (see Medical Expense Protection section).

Underinsured Motorist Coverage:

Kitsap Transit has underinsured motorist coverage with limits of \$60,000 for bodily injury, vehicle and property damage, if the accident is caused by the other driver who has insufficient or no insurance coverage.

Medical Expense Protection:

For an accident caused by our Vanpool Driver, s/he has protection up to \$35,000 for medical and hospital benefits as a result of his/her injuries. This protection does not apply if the driver has coverage from another source, such as a medical plan from his/her employer.

All coverages are subject to the terms, conditions and exclusions of the insurance policies. These are available for inspection and copying.