



VANPOOL DRIVER DOCUMENTS

Please read the following documents: Vanpool Agreement; Volunteer Vanpool Driver Function List; and Prohibited Substances Policy, then sign and date that you have read and understand the information. Further below is the Washington Release of Interest information which enables Kitsap Transit to obtain a copy of your driving record.

VANPOOL RIDER AGREEMENT

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 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 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.

11. Be responsible and pay for any damages to the van resulting from improper fueling.
12. Assist in collecting fares from all riders in advance and submitting fares and records as required by the Agency.
13. 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 & 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:
 - a. loss, theft, or damage to their personal property
 - b. 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.

VOLUNTEER VANPOOL DRIVER FUNCTION LIST

As a Volunteer Driver you must be able to:

- Understand and adhere to state traffic laws.
 - Understand and adhere to transit agency Vanpool policies and procedures.
 - Understand and apply the principles of defensive driving.
 - Safely operate a 15' to 21' van
 - Carrying up to 15 passengers;
 - In potentially heavy traffic;
 - Over a variety of roadways, including narrow city streets;
 - On a planned route; and
 - While adhering to an established time schedule.
 - Meet the requirements of the state law, which requires that seatbelts be properly worn at all times by you and your passengers.
 - Enter and exit the van's driver seat, sit upright in seat, bend, reach, kneel, stretch, and turn as appropriate to inspect all items on the van that you are going to operate.
 - Bend, reach, stretch, and turn as appropriate to manipulate all vehicle controls while safely operating the vehicle.
 - Read vehicle instrument panel/gauges, traffic signs, and look for pedestrians, and take prompt effective action to deal with them safely.
 - Provide for the well-being of yourself and passenger in emergencies and special situations.
 - Communicate effectively with public, Vanpool participants, transit agency representatives, and if necessary, public safety officers.
 - Ensure that written and verbal reports are completed accurately and on-time.
 - Ensure that daily pre-trip inspections, weekly and monthly vehicle maintenance inspections are performed in accordance with established checklists and vehicle receives servicing at established intervals.
 - Ensure the vehicle interior and exterior is cleaned at established intervals.
 - Ensure that vehicle is safely fueled at self-service pumps and check tire pressure and wear every fueling.
 - Be reachable by cell, telephone, or email during normal business hours.
 - Be able to recognize when a physical or mental condition or required medication may impair the ability to safely operate a Vanpool vehicle and take appropriate action to find a substitute or make other arrangements.
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PROHIBITED SUBSTANCES POLICY

Kitsap Transit does not allow the driving of a vanpool vehicle under the influence of any illegal drugs. 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 through 1300.15. This includes, but is not limited to: marijuana, amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, or the use of illegally obtained prescription drugs at any time. Marijuana is considered a banned substance per the federal government. This policy does not prohibit the appropriate use of legally prescribed drugs and non-prescription medications. However, it is the responsibility of the volunteer vanpool driver to inform his/her physician when being prescribed medication(s) that they are driving a vanpool vehicle and ask about driver impairment and possible side effects. The volunteer driver should only use medically authorized drugs or over the counter medications counter impairing drugs. It is also the responsibility of the volunteer driver to remove themselves from service if they are not able to drive because of any adverse effects due to medications. You may not drive the vanpool vehicle after consuming beverages or substances containing alcohol, including any medication, food, candy, or any other substance that contains alcohol.

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.

WASHINGTON RELEASE OF INTEREST

The company listed below agrees to, and shall indemnify and hold harmless the state of Washington, Department of Licensing (DOL), the DOL Director, and all DOL employees from any and all suits at law or equity, and from any and all claims, demands or loss of any nature, including but not limited to all cost and attorney's fees, arising from any incorrect or improper disclosure of individual names or addresses under this "Release of Interest;" any defects

in any of Company's procedures followed or omitted or arising from the failure of Company or its officers, employees, customers, contractors or agents to fulfill any of its obligations under this contract; or arising in any manner from any negligent act or omission by the company or its officers, employees, customers, contractors, or agents.

I hereby certify:

1. The company named below is an employer, prospective employer, or volunteer organization of the above- named individual.
2. The information contained in the abstracts of driver records obtained from DOL shall be used in accordance with the requirements and in no way violate the provisions of RCW 46.52.130. No information contained therein will be divulged, sold, assigned, or otherwise transferred to any third person or party. The abstracts of driver records shall be used exclusively for employment, prospective employment or a volunteer organization position.

I affirm that I am a representative authorized to bind the company named below.

Company name KITSAP TRANSIT	Authorized representative name TOMMY FERNANDEZ	Title VANPOOL COORDINATOR
Address 60 WASHINGTON AVENUE, STE 200, BREMERTON, WA 98337		

By signing below, I understand all information that is in this VANPOOL DRIVER DOCUMENTS, and this document warrants a verification of information provided. Applications for vanpool driver authorize Kitsap Transit to obtain as often as desired my driving record, including all Department of Licensing actions that have taken place regarding the driver's license I now hold, have held, or in the future may obtain.

This release continues in effect as long as I continue to serve as a volunteer driver on a Kitsap vanpool Transit vehicle.

Signature _____ **Date** _____

Print Name _____

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