



## VanGo Pilot Vehicle Program Rider Agreement

This VanGo Pilot Vehicle Program Rider Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and \_\_\_\_\_ (“Rider”).

Pace’s VanGo Pilot Vehicle Program (“Program”) provides an occasional last-mile/first-mile transit option for commuters traveling round trip between the \_\_\_\_\_ Park & Ride facility (“Facility”) and their workplace in the \_\_\_\_\_ corridor.

Rider wants to participate in the Program as a rider and be transported in a Pace-owned vehicle (“Vehicle”) by a driver registered in the Program.

This Agreement establishes the rights and obligations of Pace and Rider in connection with the Program.

Pace and Rider agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement. If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.
2. **Term and Termination.** This Agreement will continue in full force and effect unless terminated by a party upon 30 days’ advance written notice to the other party. Notwithstanding the foregoing, Pace may immediately terminate this Agreement:
  - a. if Rider fails to comply with any provision of this Agreement, including payment of fares and/or applicable manuals, policies, procedures, standards, and requirements established by Pace in connection with the Program;
  - b. if Rider disrupts Program operations;
  - c. if the Program is terminated; or
  - d. for any other or no reason.
3. **General Rider Requirements.** Rider must:
  - a. cooperate with Pace regarding Rider’s participation in the Program;
  - b. contact Pace Vanpool Services between the hours of 8:00 a.m. and 4:30 p.m. Central Time Monday through Friday to request transportation under the Program for the next day, except Rider must contact Pace Vanpool Services prior to 4:30 p.m. Central Time on the Friday immediately preceding the Saturday, Sunday, or Monday for which Rider is requesting transportation;
  - c. pay a \$5.00 fare to Pace for each round trip that Rider takes under the Program (Pace will bill Rider monthly);
  - d. comply with all applicable manuals, policies, procedures, standards, and requirements established by Pace in connection with the Program;
  - e. arrive at the designated pick-up location at the designated time in connection with Rider’s transportation under the Program; and
  - f. wear a seatbelt when riding in a Vehicle.
4. **Guaranteed Ride Home.** If the Vehicle driver is unable to transport Rider from Rider’s workplace to the Facility, Rider may take a taxi or use public transportation or a rideshare company (*e.g.*, Uber and Lyft) to provide that transportation. In such event, Pace will reimburse Rider for the cost of that transportation within 30 days after receipt of an invoice and documentation substantiating the invoice from Rider, subject to an annual maximum reimbursement of \$125.00.
5. **Vehicle Ownership.** The Vehicle is and will remain the sole property of Pace. Rider shall not assert any claim to or otherwise affect Pace’s ownership of the Vehicle.
6. **Use of Information.** Rider acknowledges that Rider’s participation in the Program constitutes Rider’s consent for Pace to share Rider’s name, phone numbers, email address, and workplace location with a Program-registered driver who has agreed to transport Rider in the Vehicle.

7. **Insurance.** Pace shall maintain automobile liability and physical damage insurance for each Vehicle.

Except as otherwise provided in paragraph 4, Pace will not be responsible to Rider for any loss of income, inconvenience, or other damage sustained by Rider as a result of an interruption or termination of Program services. Neither Pace nor its insurance provider will be responsible for any property lost, stolen, or damaged in or from the Vehicle.

8. **Indemnification.** Rider shall indemnify and defend Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents (collectively “Pace Parties”) from and against all liability, including third-party liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from Rider’s negligent or intentional acts or omissions. Rider forever releases, waives, and discharges from, and covenants not to sue the Pace Parties for, any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, which may be incurred by Rider, arising out of or resulting from Rider’s participation in the Program, including Rider contracting COVID-19. This paragraph is binding upon Rider and Rider’s heirs, representatives, executors, administrators, and successors.

9. **Compliance with Laws.** Pace and Rider shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

10. **Independent Relationship.** Rider is not an employee, agent, joint venturer, or partner of Pace. Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, or any other relationship between Rider and Pace, and Rider shall not act on behalf of or bind Pace in any manner.

11. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- a. by personal delivery (deemed effective as of the date and time of delivery);
- b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- c. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- d. by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

550 W. Algonquin Road  
Arlington Heights, IL 60005  
Attention: Division Manager, Vanpool Services  
Email Address: randy.comstock@pacebus.com

If to Rider:

Address and email address identified  
on Rider’s signature block of this  
Agreement

12. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and Pace and Rider shall submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, Third Municipal District, in Rolling Meadows, Illinois for any dispute arising out of or related to this Agreement.

13. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

14. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement.

15. **Amendment.** Pace may change, amend, or modify this Agreement and any of its manuals, policies, procedures, standards, requirements, fees, and/or forms relating to the Program upon 14 days’ advance written notice to Rider.

16. **Entire Agreement.** This Agreement, including any exhibits and the introductory recitals, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between Pace and Rider and supersedes any prior written or oral understandings, agreements, or representations between Pace and Rider that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

17. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

18. **Severability.** If any provision of this Agreement is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed from this Agreement and the remaining provisions of this Agreement will remain in full force and effect.

19. **Force Majeure.** Neither Pace nor Rider will be liable for failure or delay in performing any obligations under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party.

20. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

21. **Electronic Signatures.** This Agreement may be executed using electronic signatures. The typed name of a signatory to this Agreement constitutes that signatory's electronic signature on this Agreement. Electronic signatures will be deemed original signatures for purposes of this Agreement.

Pace and Rider have caused this Agreement to be executed on the dates indicated below.

**RIDER:**

**PACE:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Work Phone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date