



Vanpool Incentive Shuttle Program Driver/Back-up Driver Agreement

THIS AGREEMENT made this ____ day of _____, 200__ by and between Pace, the Suburban Bus Division of the RTA ("Pace"), and _____ whose address is _____
_____. This agreement establishes the rights and responsibilities of the parties participating in the Pace Vanpool Incentive Program ("VIP").

WHEREAS: Pace administers the VIP, which provides vans for the purpose of operating a Vanpool and to render such other reasonable assistance as may be required for the functioning of the Vanpool.

WHEREAS: The individual identified above has applied and been authorized by Pace to volunteer as a Driver or Back-up Driver in the VIP, acknowledges and agrees that any van made available to Driver by Pace is the property of Pace and that this agreement is a contract to permit use of the van only. Driver expressly agrees to all the terms and conditions contained in this agreement.

WHEREAS: Any van provided by Pace for use in the VIP shall be operated at all times in a manner complimentary to the public nature of this program; the van shall be kept clean; it shall be driven in a courteous manner; and the unique character of its use shall be explained if such is questioned.

This Agreement will be in effect for any and all vans which are provided by Pace and are operated by an authorized Driver. Pace Vanpool, as referred to below, means the VIP administered by Pace in the six county Northeastern Illinois service area.

NOW, THEREFORE, the parties agree as follows:

I. *Driver/Back-up Driver shall:*

1. Maintain a valid Illinois, Indiana or Wisconsin driver's license.
2. Abide by all rules, regulations, manuals, policies and requirements established by Pace. By execution of this Agreement, Driver/Back-up Driver hereby acknowledges receipt and applicability of Pace's Vanpool Incentive Program Driver Selection Criteria.
3. Operate the van in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations. Any citation or violation of applicable laws or ordinances will be the sole responsibility of the Driver. Driver shall notify Pace within three (3) days of receiving any citation or violation, whether or not received while operating a Pace van, and shall notify Pace within seven (7) days of the disposition of any citation or violation.
4. Return the van to Pace in the same condition as when delivered, ordinary wear and tear excepted. Upon its delivery and return, Pace or its agent and the Driver shall inspect the van and provide a report on its condition. The report shall be signed by both Pace and Driver.
5. Driver agrees to operate the van only when the Driver and all passengers are seated and wearing seat belts. Standing on a van is prohibited and standees are not allowed.
6. Driver shall drive a van daily to and from work, picking up and discharging riders in accordance with the established route and schedule.
7. Driver shall complete a Pace Vanpool Driver's Orientation/Training Course prior to taking possession of or operating a Pace van.
8. Smoking is prohibited on all Pace vans and Driver agrees to strictly enforce that policy.
9. Driver agrees not to transport any property deemed hazardous by reasons of being flammable, explosive, fissionable, corrosive or contraband.
10. Driver agrees not to load the van beyond the manufacturer's stated passenger capacity, and not to use the van for hire, to pull trailers or boats, to haul garbage or debris, or for any purpose necessitating the removal of seats.

11. Driver shall lock and properly secure the van when not in use.
12. The van shall not be operated unless all passengers are wearing seat belts.
13. The van shall not be driven off-road, on beaches or in fields, or in any potentially unsafe environment.
14. Driver shall not drive the van over bridges or roads posted for less than a 4-ton maximum weights load. Width and height clearance requirements of the van are to be observed at all times.
15. Accessories, including appearance items or additional equipment on the van will not be added or removed without prior approval of the Pace Vanpool Office.
16. Driver agrees to take a pre-qualification and bi-annual Pace physical and drug. The bi-annual physical and drug test will be administered within thirty (30) days of Driver's program and anniversary date. All costs associated with said tests will be covered by Pace, if the tests are administered at a Pace-approved facility.

II. *Pace shall:*

1. Provide a licensed passenger van for use by the Vanpool.
2. Provide auto liability coverage at or above the statutory minimums for all authorized drivers of the van; for and including bodily injury and property damages caused by the negligence of the driver, and uninsured motorist protection.
3. Provide loaner vans by reservation on a first-come, first-served basis in the event the primary van is out of service.
4. Provide assistance in the administration of the Vanpool.
5. Pace or its designated agent will provide a vehicle maintenance program.

III. *Relationship of Parties:*

It is expressly understood that the Driver and Back-up driver are not employees, servants or agents of Pace.

IV. *Choice of Law:*

This Agreement shall be interpreted under the laws of the State of Illinois.

V. *Non-Waiver:*

Pace's failure at any time to insist on the performance of any of the requirements of this Agreement or Pace's forbearance at any time with respect to any default of the Driver shall not be deemed a waiver of any of Pace's rights hereunder.

VI. *Assignment:*

Driver may not assign this Agreement nor rights hereunder except with Pace's written consent. Upon any permitted assignment by the Driver, the assignee shall immediately become bound by all terms contained in this agreement and as set forth in any attached exhibits. The Driver shall not otherwise encumber title to the van in any way nor permit any lien or charge to attach or exist on any right or interest of Pace.

Pace may assign this Agreement or any of Pace's rights hereunder and/or mortgage the van without notice to the Driver and without his/her permission. Such assignee and/or mortgage shall have all of the rights but no obligations of Pace under this Agreement. The Driver agrees that he/she will not assert any defense, counterclaim, or offset that he/she may have against Pace, against any such assignee or mortgagee of Pace.

VII. *Age Requirements*

In order to induce Pace to enter into this Agreement, the Driver and/or Back-up Driver(s) specifically represents that he/she is at least twenty-three (23) years of age. Under no circumstances will Driver or Back-up Driver permit any person under the age of twenty-three (23) to operate the van which is the subject of this Agreement.

