



Vanpool Incentive 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, including but not limited to operating terms and conditions and instructions as contained in Exhibit A attached hereto. 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.

Vanpool # _____, and/or Route to _____ from _____

Social Security Number (for ID purposes only)

Employer

VIP EXHIBIT A
OPERATING TERMS AND CONDITIONS

II. GENERAL OPERATING CONDITIONS

(The terms "Driver" and "Back-Up Driver" are interchangeable for purposes of the following terms and conditions.)

1. Driver shall notify the Pace Vanpool Office immediately when he/she at any time no longer complies with established Driver Selection Criteria.
2. Driver shall coordinate alternative transportation when the Vanpool van is not available.
3. Driver shall attempt to maintain the Vanpool at its maximum ridership.
4. Driver shall notify Pace within 3 days of receiving any citation or moving violation, whether or not received while operating the van, and shall notify Pace within 7 days of the disposition of any citation or violation.
5. Participate in the VIP as a Driver or Back-up Driver for a minimum of three months.
6. The Primary Driver shall select (initial) one of the security options identified below:
_____ Pay a two-hundred fifty (\$250) non-interest bearing van security deposit to Pace prior to taking possession of said van.
_____ Submit a credit card account number in lieu of a security deposit (see Exhibit B).
7. Back-up Driver agrees to be available to drive the van when the Driver is unable to do so, and to abide by all conditions of the Rider Agreement.
8. Comply in a timely manner with all VIP reporting requirements, including monthly reports and ridership logs.
9. Pace shall provide Driver with a VIP Operations Manual outlining all policy and operational aspects of the VIP.
10. Driver shall fully cooperate with Pace staff regarding the terms and conditions of participation in the VIP.
11. Not allow personal use of the van to interfere with its availability for vanpool commuting.

II. MILEAGE

1. Driver shall be allowed 300 free personal miles per month. Unused personal miles may be carried over month-to-month and accumulated to a maximum of 500 miles.
2. Driver and Back-up Driver may use the van for personal transportation beyond the monthly allowance and any banked miles for a fee of \$.45 per mile and in accordance with limitations stated elsewhere in this Agreement. Pace reserves the right to increase the mileage rate and to revoke or suspend personal transportation use if such use is deemed by Pace to be improper or excessive. Driver or Back-up Driver shall be billed monthly for excess mileage charges and must remit payment to Pace within 21 days of billing date.

III. MONTHLY REPORTING REQUIREMENTS

1. Driver shall keep daily and monthly records as required by Pace.
2. Driver shall accurately report the miles traveled in the van each month in the Monthly Vanpool Report. Discrepancies found in the miles reported shall be billed to the Driver.
3. Driver shall complete and submit to the Pace Vanpool Office, postmarked by the 5th of every month, a Monthly Vanpool Report for the preceding month. Drivers will be assessed a \$7.00 late fee for any report postmarked after the 5th of the month.

IV. ACCIDENT REPORTING PROCEDURES

Driver shall immediately notify Pace or its Physical Damage Administrator in the event of any vehicular accident or other incident involving bodily injury or property damage. Driver must notify the Pace Vanpool Office (847) 228-3570, within 12 hours of the accident (notification must be made immediately in the event of bodily injury). These reporting procedures must be followed whenever bodily injury or property damage occurs, even if no third party was involved.

V. MAINTENANCE

1. Driver shall have the van safety inspected semi-annually as required by law.
2. Driver shall coordinate maintenance, cleaning, and servicing of the van as prescribed in the Driver’s Vanpool Operations Manual.
3. Driver shall obtain prior approval from the Pace Vanpool Office or its designated agent for any expenditure in excess of \$60.00 to the van.
4. Driver shall pay for cleaning and emergency operating expenses of the van and submit at the beginning of each month and all receipts with the Monthly Vanpool Report.
5. Driver acknowledges and agrees to use the Pace provided Maintenance Only and Pace approved oil company fuel credit cards only for authorized fuel, service, and repairs to the Pace van.
6. Driver is responsible for any and all damages to the van, in excess of the \$250 deposit, which are attributable to abuse of the vehicle or negligence in its maintenance.
7. Driver may be held liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and preventive maintenance scheduled promulgated by Pace.

VI. TERMINATION OF AGREEMENT

Driver:

Driver may terminate this Agreement at any time after the initial three month period, provided written notice of any intended termination is provided to pace. Driver must notify Pace at least thirty (30) days in advance of the planned termination date, while the Back-up Driver must notify Pace at least fifteen (15) days in advance of any termination date. Insufficient notice of termination shall result in assessment of a \$50.00 fee. At the termination of this Agreement, Driver(s) will turn the van over to a replacement Driver approved by Pace or return the van to Pace. Upon its delivery and return or prior to reassignment, Pace or its agent and Driver shall inspect the van and provide a report on its condition.

Pace:

Pace may terminate this Agreement under the following conditions:

1. Driver fails to comply with any of the terms of this Agreement, including but not limited to Driver’s failure to comply with all applicable laws, including state vehicle inspection laws.
2. Driver loses his/her driver’s license, in which case Pace will immediately terminate this Agreement.
3. Driver accumulates moving violations which, in Pace’s sole judgment, suffice to warrant termination; or,
4. For any other reason whatsoever.

In the event Pace terminates this Agreement, Pace may do any one or more of the following:

- a. Take possession of the van and its contents by self-help or any other legal method.
- b. Use any security deposit to reduce any amount owed.
- c. Pursue any other remedy available at law and/or in equity.

Termination by Pace shall be confirmed by telephone, fax, or U.S. mail to the last address provided by the Driver. The Driver shall cooperate fully in return of all Vanpool records and materials and of the van and all keys thereto.

I have read the foregoing terms and conditions and affirmatively state that I understand and accept and agree to be bound by the terms and conditions set forth herein.

Name (print)

Signature

Date _____

VIP EXHIBIT B
AUTOMATIC/ELECTRONIC SECURITY DEPOSIT AUTHORIZATION

In lieu of cash, I have elected to place the \$250.00 Driver security deposit on the credit card listed below. I hereby authorize Pace to prepare and submit credit charge slips for the credit card account indicated below to recover any amounts owed to Pace in connection with my participation as a driver in the Pace Vanpool Incentive Program (VIP). These charges may include, but are not limited to: unreported damage, neglect, abuse, and outstanding cellular phone charges.

This agreement will remain in effect until Pace and the credit card company have received written notice from me of termination in time to allow Pace and the credit card company reasonable opportunity to act upon it, or until the credit card company has sent me written notice of termination of this agreement.

Name as it appears on credit card (*please print*) Signature

Date

Credit card to be used (check one):

- VISA MASTERCARD DISCOVER AMERICAN EXPRESS

Credit Card Account Number: _____

expiration date: _____

VANPOOL OFFICE USE ONLY	
Approved by: _____ VIP Representative	_____ VIP Department Manager