

Rider Agreement

Pace Vanpool Incentive Program (VIP)

This Agreement establishes the rights and responsibilities of riders as established by Pace for riders participating in its Vanpool Incentive Program (VIP).

Pace Vanpool, as referred to below, means the Vanpool Incentive Program administered by Pace, the Suburban Bus Division of the RTA. Rider, as referred to below, means any person, except Drivers (and Back-up Drivers when acting as Drivers), who is authorized to be transported to and from work in a vanpool from the program.

In consideration for being allowed to participate in this unique program, the Rider agrees during the term of this Agreement to:

1. Participate in the vanpool program for a minimum three (3) month period. Failure to participate in the vanpool program for three months will result in forfeiture of vanpool deposit and possible legal action to collect funds due Pace.
2. Pay his/her monthly vanpool fare, as established by Pace, to Pace, prior to riding and not later than the last business day of the month preceding the month for which the fare is due. If the rider's monthly vanpool fare account becomes two months in arrears, he/she will serve a mandatory one month suspension from the Pace VIP van the following month. Whenever the rider is suspended for non-payment of his/her fare, the rider is required to pay an additional \$75 rider deposit and a \$25 reinstatement fee. This is in addition to the rider paying all past due monies and associated late fees accrued on his/her monthly vanpool statement. Payments received after the last business day of the month will be assessed a \$7.00 late fee. A \$20.00 fee will be assessed for a returned check.
3. Pay in advance a deposit of \$75.00. No interest will be paid on the deposit. The deposit will be returned in full if Rider has participated in the program for the required three months, notifies the Pace Vanpool Office (in writing) within 15 days in advance of planned termination from the program participation, and no fees (late fees, returned check charges, collection expenses, etc.) are outstanding.
4. Indemnify and hold harmless Pace, the Driver, its authorized agents and employees from loss, theft, or damage to personal property, loss of income, all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, absence of the van or termination from the program.
5. Show his/her monthly vanpool pass daily to the vanpool Driver.
6. Abide by all rules which are established by Pace.
7. Abide by all day-to-day operational practices/guidelines of the vanpool as established by a majority vote of the vanpool members. Individual group vanpool guidelines shall not conflict with any rule established by Pace.
8. Notify the Driver in advance of all anticipated non-use of the van due to such factors as vacation, business travel, overtime, etc.
9. Notify the Driver or nearest fellow rider of non-use of the van due to sickness.
10. Notify the Driver and Pace (in writing) 15 calendar days in advance of planned termination of participation in the Pace Vanpool Incentive Program.
11. Help maintain ridership at the maximum level.
12. Help keep the van clean and tidy.
13. Find alternate transportation on days when the van does not operate.
14. Find alternate transportation when work or personal schedules do not allow participation in the vanpool.

Pace Vanpool agrees during the term of this Agreement to:

1. Provide a van for use in the Program.
2. Develop and maintain operational policies and procedures for the Vanpool Program.

