



## Vanpool Application Packet Checklist

The following materials must be included in a single packet to start your vanpool group: Fill out the forms completely and make sure to sign them. **Please go over this carefully – missing items will cause a delay in the start of your vanpool.**

### PRIMARY DRIVER

- \_\_\_\_\_ Route Information Sheet
- \_\_\_\_\_ Driver Application
- \_\_\_\_\_ Driver Agreement (including Exhibit A – Operating Terms and Conditions)
- \_\_\_\_\_ Copy of driver's license (front and back)
- \_\_\_\_\_ Copy of current automobile insurance card (front and back)
- \_\_\_\_\_ Deposit - \$250 check or money order made out to "Pace" or submit Exhibit B (Automatic/Electronic Security Deposit Authorization)

### BACK-UP DRIVER(S) – YOUR GROUP MUST HAVE AT LEAST ONE BACK-UP DRIVER

- \_\_\_\_\_ Driver Application
- \_\_\_\_\_ Driver Agreement (including Exhibit A – Operating Terms and Conditions)
- \_\_\_\_\_ Copy of driver's license (front and back)
- \_\_\_\_\_ Copy of current automobile insurance card (front and back)
- \_\_\_\_\_ Rider Agreement
- \_\_\_\_\_ Automatic Payment Plan Application and Change Form (optional)

### RIDER

- \_\_\_\_\_ Rider Agreement
- \_\_\_\_\_ Automatic Payment Plan Application and Change Form (optional)

**\*\*Mail original copies of each vanpool participant's forms in one packet to:**

Pace Vanpool Services  
Attn: Supervisor of Vanpool Services  
14539 S. Depot Drive  
Plainfield, IL 60544

A driving history check is conducted on the primary driver and back-up driver(s) through the DMV. Upon approval, the primary and back-up drivers will receive an authorization form and a list of approved clinic locations for the required physical and drug screen. Upon completion of the physical and drug screen, all drivers will be scheduled for a one-day training course held on Saturday.

## Vanpool Route Information Sheet

Van Number \_\_\_\_\_ Vanpool Number \_\_\_\_\_ Work Start Time \_\_\_\_\_

Driver Name \_\_\_\_\_ Work End Time \_\_\_\_\_

Driver's E-mail Address \_\_\_\_\_

Company Name \_\_\_\_\_

Company Address \_\_\_\_\_

Origin County \_\_\_\_\_ Company County \_\_\_\_\_

Location/address where van is parked overnight: \_\_\_\_\_

**Miles from driver's home to first pick-up point (Deadhead miles one-way):** \_\_\_\_\_  
 (Deadhead in excess of 10 miles one-way will be added to the riders' daily round trip miles to determine monthly fares.)

**Fixed Daily Allowable Round Trip Miles (Not including deadhead miles):** \_\_\_\_\_

**Proposed vanpool route - please be as specific as possible by using turn by turn directional headings (North, South, etc.) and noting each street (specify road, street, avenue, etc.) taken from home to work. Include a copy of Google directions and map showing all pick-up and drop off locations if possible.:**

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**Heavy congestion, road repairs, or weather conditions may require occasional deviations from the above route. Submit a new route information sheet to the Vanpool Office if the route deviations occur for an extended period of time or your route changes.**

Please note the address of each pick-up location. If it is a residential address (someone's home) please record it as the nearest intersection.

1 <sup>st</sup> Pick-up Location	2 <sup>nd</sup> Pick-up Location	3 <sup>rd</sup> Pick-up Location
Street Address: _____ _____ City: _____ _____	Street Address: _____ _____ City: _____ _____	Street Address: _____ _____ City: _____ _____
Pick up time: Drop off time:	Pick up time: Drop off time:	Pick up time: Drop off time:
Round Trip Miles Pick-up 1:	Round Trip Miles Pick-up 2:	Round Trip Miles Pick-up 3:
Riders:	Riders:	Riders:

The information is used to match potential new riders to your vanpool, determine your daily allowable round-trip miles, and to establish the fare schedule for your existing van riders.

<b>FOR PACE VANPOOL OFFICE USE ONLY</b>	
APPROVED <input type="checkbox"/>	NOT APPROVED <input type="checkbox"/>
_____ Vanpool Services Representative	_____ Date

Please scan and e-mail this form to your Vanpool Rep or mail it to:  
Pace Vanpool Office, 550 W. Algonquin Road, Arlington Heights, IL 60005-4412



## Vanpool Incentive Program Driver/Back-up Driver Agreement

THIS AGREEMENT made this \_\_\_\_ day of \_\_\_\_\_, 202\_\_ 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.

**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.

**VIII. Fleet Manager**

Driver and/or Back-up Driver acknowledges that Consolidated Services Corporation (CSC) will be providing management services to Pace related to the vans used in the VIP. Driver and/or Back-up Driver agree to cooperate with CSC at all times and to abide by any rules promulgated by CSC with respect to the VIP.

**IX. Modification**

This Agreement may be modified only by a subsequent written instrument signed by each of the parties.

**X. Non-Discrimination**

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 Vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically, but not limited to: Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

**XI. Indemnification**

1. Pace shall not be responsible to the Driver for any loss of income, inconvenience, or other damage sustained by Driver as a result of an interruption of services to be furnished by Pace. It is expressly understood that neither Pace, nor its insurance provider, will be responsible for any person’s property lost, stolen, or damaged in or from the van.
2. Driver shall indemnify and hold harmless Pace, its authorized agents and employees from 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 of the program.

**IN WITNESS WHEREOF**, the Parties have executed this Agreement on the date indicated below.

\_\_\_\_\_  
Driver Name (*please print*)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Zip + 4

\_\_\_\_\_  
Work Phone Home Phone

\_\_\_\_\_  
Signature

Pace Vanpool Services

\_\_\_\_\_  
Signature - Vanpool Manager

\_\_\_\_\_  
Date

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 5<sup>th</sup> 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 5<sup>th</sup> 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 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. 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: \_\_\_\_\_

<b>VANPOOL OFFICE USE ONLY</b>	
Approved by: _____ VIP Representative	P Department Manager

## Pace Vanpool Incentive Program Driver Application

Please print or type responses and return to the Pace Vanpool Office with the appropriate Driver Agreement.

I am interested in becoming a (check one):  Primary Driver  Back-up Driver

I was previously a driver in the Pace VIP  no  yes

1. Name: \_\_\_\_\_  
(Last) (First) (Middle Initial)

2. Address: \_\_\_\_\_  
(Street) (City) (State) (Zip)

3. How long have you lived at this address? \_\_\_\_\_ years

4. Phone: Work ( ) \_\_\_\_\_ Home ( ) \_\_\_\_\_  
Cell ( ) \_\_\_\_\_ Email: \_\_\_\_\_

5. Age \_\_\_\_\_ Date of Birth \_\_\_\_\_ Social Security # \_\_\_\_\_

6. Current Employer \_\_\_\_\_ Job Title \_\_\_\_\_

7. Length of Employment \_\_\_\_\_ (if <2 years) Previous Employer \_\_\_\_\_  
Location \_\_\_\_\_

8. How long have you had a U.S. driver's license? \_\_\_\_\_ years

9. Do you currently have a valid and unrestricted driver's license?  yes State of issue \_\_\_\_\_  
 no-- explain: \_\_\_\_\_

10. Driver's license number \_\_\_\_\_ Expiration date \_\_\_\_\_

***Please attach a legible copy of the front and back side of your driver's license.***

11. Has an insurance company ever refused, canceled, refused to renew, or given notice of termination to cancel or refuse any automobile insurance for you?  no  yes--Name of Company \_\_\_\_\_  
Date \_\_\_\_\_ Reason \_\_\_\_\_

12. Have you ever had your driver's license privilege suspended, revoked, or refused?  no  yes  
explain: \_\_\_\_\_

13. Have you ever been convicted of driving while intoxicated or under the influence of drugs?  no  yes  
explain: \_\_\_\_\_

14. Have you been required by any state to file evidence of Financial Responsibility (SR-22)?  no  yes  
explain: \_\_\_\_\_

15. Do you have a personal vehicle?  no  yes— ***please attach a copy of your automobile insurance card.***

16. Can you provide off-street parking for the van?  yes  no

17. Are you requesting authorization for personal use of the Pace van?  no  yes— please describe how you expect to use the van for personal use and how often: \_\_\_\_\_

18. Do you have a condition which may or does result in physical or mental impairment? (i.e., sight in only one eye, missing limbs, deafness, convulsive or seizure disorder, epilepsy, diabetes, heart disease, etc.) \_\_\_no yes\_\_\_  
Name/nature of condition \_\_\_\_\_ years driving with condition \_\_\_\_\_  
driving aids \_\_\_\_\_ drugs/medication \_\_\_\_\_

19. How many motor vehicle accidents of any type or any cause have you, as an operator, been involved in during the past 3 years? \_\_\_\_\_ Please give full details, including approximate dates, time of day, etc.:

**Describe ACCIDENT**

Date \_\_\_\_\_ time of day \_\_\_\_\_ violation (type) \_\_\_\_\_

Who was at fault \_\_\_\_\_ Bodily injury \_\_\_ no \_\_\_ yes \_\_\_

Damage to your vehicle \_\_\_no \_\_\_ yes--amount \$\_\_\_\_\_ Damage to other property \_\_\_ no \_\_\_ yes\_\_\_

amount \$ \_\_\_\_\_ Description \_\_\_\_\_

20. Indicate all driving violations or citations (other than parking) that you have been convicted of, forfeited bail, or paid any fines for during the past 3 years. Please give full details below:

**Describe VIOLATION**

Date \_\_\_\_\_ time of day \_\_\_\_\_ location \_\_\_\_\_

Conviction \_\_\_ no \_\_\_ yes If speeding, legal limit \_\_\_\_\_ mph Your speed \_\_\_\_\_ mph Fine \$ \_\_\_\_\_

Remarks: \_\_\_\_\_

21. Commuting Travel Plans:

a. Origin of Trip (City/State/Zip) \_\_\_\_\_

b. Final Destination (City/State/Zip) \_\_\_\_\_

The above information is true and correct to the best of my knowledge. I understand that the misrepresentation or omission of any material fact, both at present and at any time in the future while I am a Driver/Back-up Driver in the Pace Vanpool Incentive Program, is grounds for disqualification of my participation in the program. I hereby authorize Pace to verify any information contained within this Application with appropriate agencies or other entities. I understand that should any information provided be shown to be materially incorrect, misrepresented or incomplete, Pace reserves the right to deny Pace-provided insurance coverage as a result of any losses, damages or claims related to such information. I further understand that, in the event of denial of Pace-provided insurance coverage, I am assuming responsibility for any losses, damages, or claims related to any misrepresentations or omission of any material fact. Under the provisions of the Fair Credit Reporting Act (FCRA), 15 U.S.C. 1681 et seq., the Americans with Disabilities Act and all applicable federal, state, and local laws, I hereby authorize and permit Pace Suburban Bus to obtain my employment verification, driving history records, credit history (primary driver only), drug testing, and physical results. I hereby release and hold harmless any person, firm or entity that disclose matter in accordance with the authorization from liability that might otherwise result from the request for use of and/or disclosure of any or all of the foregoing information.

I understand and acknowledge that under provisions of the FCRA, I may request a copy of any consumer report. I hereby authorize Pace Suburban to periodically obtain the reports as set forth above. I agree that a copy of this authorization has the same effect as the original.

Signed: \_\_\_\_\_ Date: \_\_\_\_\_

## **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 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 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. 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.
4. Show his/her monthly vanpool pass daily to the vanpool Driver.
5. Abide by all rules which are established by Pace.
6. 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.
7. Notify the Driver in advance of all anticipated non-use of the van due to such factors as vacation, business travel, overtime, etc.
8. Notify the Driver or nearest fellow rider of non-use of the van due to sickness.
9. Notify the Driver and Pace (in writing) 15 calendar days in advance of planned termination of participation in the Pace Vanpool Incentive Program.
10. Help maintain ridership at the maximum level.
11. Help keep the van clean and tidy.
12. Find alternate transportation on days when the van does not operate.
13. 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.

3. Provide liability coverage at or above statutory minimums for all authorized drivers of the van; for and including bodily injury, property damage, comprehensive, collision and uninsured motorist protection.
4. Help the Drivers fulfill their administrative obligation.
5. Assist in maintaining ridership at its maximum level.
6. Provide loaner vans by reservation on a first-come, first-served basis.
7. Assist the participants in making alternate arrangements if none of the loaner vans is available due to mechanical failure of the van. This shall include permitting mileage reimbursements for drivers of carpools of four or more.
8. Arbitrate disputes arising out of established day-to-day operational rules of the vanpool.
9. Establish a fee schedule for participation in the vanpool.

This Agreement shall be effective as of the day 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. Riders may terminate their participation for any reason after the initial three month period. Pace may terminate the vanpool as a whole if the operation of the Program becomes inconsistent with the evaluation criteria established by Pace, the program is terminated, or for other good cause or for no cause whatsoever. Pace may terminate an individual Rider's participation for failure to pay the rider fee promptly, disrupting the vanpool's operation, failure to abide by the terms of this Agreement, or for any other reason or for no reason whatsoever.

This Agreement may be modified only by a subsequent written instrument 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 Program because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 - Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

\_\_\_\_\_  
Rider Name (please print)

\_\_\_\_\_  
Address

\_\_\_\_\_  
City Zip + 4

\_\_\_\_\_  
Work Phone / Home Phone

\_\_\_\_\_  
Rider Signature

\_\_\_\_\_  
Date

Pace Vanpool Services

\_\_\_\_\_  
Signature - Vanpool Manager

\_\_\_\_\_  
Date

\_\_\_\_\_  
Employer

\_\_\_\_\_  
Van # Vanpool #