



Vanpool Incentive Program (VIP) Employer Agreement

This Vanpool Incentive Program (VIP) Employer Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and _____ (“Employer”).

The Pace Vanpool Incentive Program (“VIP”) connects individuals who live near each other and have similar travel patterns or work hours to form a vanpool using a Pace-owned vehicle (“Vehicle”).

Employer wants to subsidize the applicable monthly VIP fare and fare surcharge for its employees participating in the VIP as a back-up driver or rider (“Employees”).

This Agreement establishes the rights and obligations of Pace and Employer in connection with the VIP.

Pace and Employer agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement (“Effective Date”). 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 remain in effect for a minimum of 30 days following the Effective Date and will thereafter continue in full force and effect unless terminated by a party upon 15 days’ advance written notice to the other party and the Employees. Notwithstanding the foregoing, Pace may immediately terminate this Agreement:
 - a. if Employer fails to comply with this Agreement;
 - b. if Employer disrupts or interferes with VIP operations;
 - c. if the VIP is terminated; or
 - d. for any other or no reason.
3. **Subsidy.** Employer shall subsidize (select one) ☐ the total amount / ☐ \$_____ of the applicable monthly VIP fare and fare surcharge for each Employee. Pace shall invoice Employer for the total subsidy amount for all Employees no later than the 15th day of the month preceding the month in which the subsidy is due. Employer shall submit payment of the full amount of the invoice to Pace no later than the last business day of the month preceding the month in which the subsidy is due.
4. **Vehicles and VIP Services.** The Vehicles are and will remain the sole property of Pace. Employer shall not assert any claim to or otherwise affect Pace’s ownership of the Vehicles.

Pace will not be responsible to Employer for any loss of income, inconvenience, or other damage sustained by Employer as a result of an interruption or termination of VIP services or for any property lost, stolen, or damaged in or from the Vehicles.

5. **Compliance with Laws.** Pace and Employer 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, 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), and section 2-105(A)(4) of the Illinois Human Rights Act (775 ILCS 5/2-105(A)(4)), as amended.

6. **Independent Relationship.** Employer 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 Employer and Pace, and Employer shall not act on behalf of or bind Pace in any manner.

7. **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:

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

If to Employer:

Address and email address identified on
Employer's signature block of this Agreement

Email Address: pacevanpool@pacebus.com

8. **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 Employer 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.

9. **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.

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

11. **Amendment.** Pace may change, amend, or modify this Agreement and any other policies, procedures, standards, requirements, fees, charges, fares, and/or forms relating to the VIP upon 30 days' advance written notice to Employer.
12. **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 Employer and supersedes any prior written or oral understandings, agreements, or representations between Pace and Employer 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.
13. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to or document incorporated into and made a part of this Agreement, the terms and conditions of this Agreement will control.
14. **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.
15. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
16. **Force Majeure.** Neither Pace nor Employer 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.
17. **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.
18. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE PAGE FOLLOWS.]**

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

EMPLOYER:

PACE:

Signature of Authorized Signatory

Signature of Authorized Signatory

Printed Name

Printed Name

Title

Title

Street Address

Date

City, State, and Zip Code

Telephone Number

Email Address

Date