



Vanpool Incentive Program (VIP) Temporary Rider Agreement

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

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”).

Rider wants to participate in the VIP as a temporary rider and be transported in a Vehicle by a VIP-registered driver for a maximum of three round trips to be completed within a consecutive two-week period.

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

Pace and Rider agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement. 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 terminate on _____.
Notwithstanding the foregoing, Pace may immediately terminate this Agreement:

- a. if Rider fails to comply with this Agreement and/or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Pace Traditional Vanpool Program Operation Manual (“Manual”), which Rider acknowledges receiving and which is incorporated into and made a part of this Agreement;
- b. if Rider disrupts or interferes with VIP operations;
- c. if the Program is terminated; or
- d. for any other or no reason.

3. **Fare.** Pace will not charge any fare or fare surcharge to Rider to participate in the VIP as a temporary rider, provided Rider complies with this Agreement. Rider’s transportation in the Vehicle is subject to available seating and Rider’s receipt of Pace’s prior written approval.

4. **General Rider Requirements.**

- a. Rider must:
 - i. cooperate with Pace regarding Rider’s participation in the VIP;

- ii. comply with all policies, procedures, standards, and requirements established by Pace in connection with the VIP, including those in the Manual, and all vanpool-related guidelines established by a majority of the vanpool's other participants to the extent such guidelines do not conflict with any of those policies, procedures, standards, and requirements;
 - iii. help keep the Vehicle clean and free from litter and garbage; and
 - iv. wear a seatbelt when riding in the Vehicle.
 - b. Pace may establish additional VIP rider-related policies, procedures, standards, and requirements through the issuance of bulletins, manuals, or handbooks, which will be deemed incorporated into and made a part of this Agreement.
5. **Vehicle Ownership.** The Vehicle is and will remain the sole property of Pace. Rider shall not assert any claim to or otherwise affect Pace's ownership of the Vehicle.

6. **Use of Information.** Rider acknowledges that Rider's participation in the VIP constitutes Rider's consent for Pace to share Rider's name, phone numbers, email address, and workplace location with a VIP-registered driver who has agreed to transport Rider in the Vehicle.

7. **Insurance.** Pace shall maintain automobile liability and physical damage insurance for the Vehicle within the scope of the VIP and may deny, withhold, or otherwise reserve its rights to extend such insurance coverage in the event of Rider's violation of this Agreement or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Manual.

Pace will not be responsible to Rider for any loss of income, inconvenience, or other damage sustained by Rider as a result of an interruption or termination of VIP services. Neither Pace nor its insurance carrier(s) will be responsible for any property lost, stolen, or damaged in or from the Vehicle.

8. **Indemnification.** Rider shall indemnify, hold harmless, and defend Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents (collectively "Pace Parties") from and against all liability (including third-party liability), injuries, losses, damages, claims (including workers' compensation claims), suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from Rider's negligent or intentional acts or omissions. Rider forever releases, waives, and discharges the Pace Parties from, and covenants not to sue the Pace Parties for, any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys' fees, which may be incurred by Rider, arising out of or resulting from Rider's participation in the VIP. This paragraph is binding upon Rider and Rider's spouse, heirs, representatives, executors, administrators, and successors.

9. **Compliance with Laws.** Pace and Rider 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 and 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).

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

11. **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 Rider:

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

Email Address: pacevanpool@pacebus.com

12. **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 Rider 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.

13. **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.

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

15. **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 Rider.

16. **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 Rider and supersedes any prior written or oral understandings, agreements, or representations between Pace and Rider 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.

17. **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.

18. **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.

19. **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.

20. **Force Majeure.** Neither Pace nor Rider 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.

21. **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.

22. **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.]**

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

RIDER:

Printed Name

Street Address

City, State, and Zip Code

Signature

Cell Phone Number

Work Phone Number

Email address

Date

PACE:

Signature of Authorized Signatory

Printed Name

Title

Date