

Driver/Back-up Driver Agreement
Bannock Transportation Planning Organization
RideLink Vanpool Program

This is a Vanpool Volunteer Driver Agreement, referred to hereafter as “Agreement” between Bannock Transportation Planning Organization (BTPO) RideLink, and principal place of business 210 East Center, Pocatello Idaho, 83201, and the volunteer driver or back-up driver (hereinafter called “Driver” or “Back-up Driver” of the Vanpool. This Agreement establishes the rights and responsibilities of parties participating in the Vanpool program.

This Agreement between the Driver and the Back-up Driver(s), whose signatures appear below, and the BTPO RideLink Program shall become effective on the date it is accepted by BTPO RideLink as evidenced by the signature of its authorized representative. The Driver agrees to participate in the Vanpool as volunteer driver. Driver, as referred to below, means the person who operates the vanpool vehicle, including the Back-up Driver when he/she is functioning as a Driver.

BPO RideLink agrees to provide a van for the purpose of operating a vanpool and to render such other reasonable assistance as may be required for the functioning of the vanpool. BTPO RideLink or its designated agent will provide a maintenance program, vehicle licensing, and insurance coverage.

Any van provided by BTPO RideLink for use in the Vanpool Program shall be operated at all times in a manner complimentary to the public nature of this program. The van shall be kept clean and it shall be driven in a courteous manner.

This Agreement will be in effect for any and all vans which are provided by BTPO RideLink and are operated by an authorized Driver. BTPO RideLink, as referred to below, means the Vanpool program administered by BTPO’s RideLink Program.

WITNESS THAT:

I. Administrative and Operating Guidelines

- A. **Driver** - In consideration for being allowed to volunteer and participate in this unique program, the Driver agrees during the term of this Agreement to:
1. Maintain a valid Idaho Drivers License.
 2. Drive the van daily to and from work, picking up and discharging riders in accordance with the established route and schedule.
 3. Acknowledge and agree that any van made available to the Driver by BTPO RideLink is the property of BTPO and this Agreement is a contract to permit use of the van only.
 4. Acknowledge and agree that BTPO RideLink’s insurance does not apply to any vehicle operated by the Driver other than those which are provided or authorized by BTPO RideLink for use in its Vanpool Program.
 5. Coordinate maintenance and service of the van with BTPO RideLink.

- Cleaning shall be Driver/Rider responsibility.
6. Abide by all rules which are established by BTPO RideLink.
 7. Acknowledge and agree not to smoke or allow any rider(s) to smoke in a BTPO RideLink owned van.
 8. Obtain prior approval from BTPO RideLink office for any expenditure outside of routine maintenance/servicing.
 9. 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 and ordinances will be the responsibility of the Driver.
 10. Notify BTPO RideLink office as soon as possible for any occurrence which may affect BTPO RideLink=s interest, including but not limited to: suspensions, cancellation of lapse of driver=s license; defects, malfunctions, or breakdowns of the van; termination of Driver=s principal employment, or change of home address.
 11. Keep daily and monthly records as required by RideLink, submitting them to the RideLink office.
 12. Coordinate emergency plan development to provide alternative transportation when the vanpool van is not available.
 13. Report any vehicular accident or other incident involving bodily injury or property damage immediately following the accident to the RideLink office.
 14. Allow Back-up Driver reasonable access to the van to provide for continued operation of the van pool program.
 15. Use the van primarily for vanpool commuting to and from work. Personal use of 200 free miles per month is permitted. Driver may not accumulate or bank personal miles for one month to any other month.
 16. Return the van to the BTPO RideLink office in the same condition as when delivered, ordinary wear and tear excepted. Upon its delivery and return, Driver and BTPO RideLink, shall inspect the van and provide a report on its condition.
 17. Lock and properly secure the van when not in use.
 18. Operate the van only when the Driver and all passengers are wearing seat belts.
 19. Acknowledge and agree to use the fleet fueling cards for authorized purchases of fuel, oil, or washer fluid for the BTPO RideLink van.

B. Back-up Driver(s)

1. Maintain a valid driver's license.
2. Notify the BTPO RideLink office immediately when he/she at any time no longer complies with the established driver selection criteria.
3. Acknowledge and agree that any van made available to the Driver by BTPO RideLink is the property of BTPO RideLink and that Agreement is a contract to permit use of the van only.
4. Operate the van only when the Driver and all passengers are wearing seat belts.

5. Follow all conditions of the Driver as outlined in section I.A. when acting as the primary Driver.

II. Termination of Agreement

- A. **Driver**: A Driver or Back-up Driver will provide BTPO RideLink with a thirty day notice of his/her intention to terminate this Agreement. At the end of the Agreement, Driver will turn over to a replacement Driver or return the van to the BTPO RideLink office.
- B. **BTPO RideLink**: BTPO RideLink may terminate this Agreement if:
 1. The Driver fails to comply with any of the terms of this Agreement;
 2. The Driver loses his/her license, in which case RideLink may terminate this Agreement immediately;
 3. The Driver accumulates moving violations which, in RideLink's sole judgment, are sufficient to warrant termination; and
 4. In the event this Agreement is terminated by BTPO RideLink, the BTPO RideLink office will:
 - a. Take possession of the van and its contents by self-help or any legal method.

III. Assignment Driver may not assign this Agreement or rights hereunder except with RideLink's written consent. Upon any permitted assignment by the Driver, the assignee shall be bound by all terms hereof. The Driver shall not otherwise encumber title to the van in any way or permit any lien or charge to attach or exist on any right or interest of BTPO RideLink or the State of Idaho.

IV. Age Requirements Driver and Back-up Driver(s) specifically represents that he/she is at least twenty-one years of age.

V. Relationship of Parties It is expressly understood that the Drivers and Back-up Drivers (when acting in the capacity of Driver) are volunteer drivers and not employees or agents of the Bannock Transportation Planning Organization RideLink.

VI. BTPOs RideLink Responsibilities BTPO RideLink agrees during the terms of this Agreement to:

- A. Provide a passenger van for use by the vanpool.
- B. Provide liability coverage at or above the statutory minimums for all authorized users (including the Driver) of the van; for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.
- C. Execute contract with all riders in which they agree to indemnify and hold harmless the Driver and RideLink for loss, theft, or damage to personal property, loss of income, consequential damages resulting from delays, tardiness, absence of the on particular days, and termination of the Vanpool program.
- D. Provide the Driver with all necessary report forms, including instructions for their

completion and a submission schedule.

- E. Establish and revise (as needed) a fee schedule for participation in the vanpool.
- F. Establish a schedule for routine servicing and maintenance of the van.
- G. Assist the Driver in the development of an emergency plan for providing alternative transportation when the van is not available.

VII. Other

- A. Allow the Driver 200 free personal van use miles each month. Driver may not accumulate or bank personal use miles from one month to any other month.
- B. BTPO RideLink shall not be responsible to the Driver for any loss of income, inconvenience, or other damage sustained by the Driver as a result of an interruption of services to be furnished by RideLink. It is expressly understood that neither RideLink nor its insurance provider will be responsible for any person's property lost, stolen, or damaged in or from the van.

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

IX. Non-Discrimination The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, or the presence of any sensory, physical disability, or in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, 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.

Driver Name

Address

City, State, Zip

Home Phone

Work Phone

Drivers License Number

Present Employer

Email Address

Signature

Date

Bannock Transportation Planning Organization RideLink Office

Name of Representative

Title

Signature

Date