



Volunteer Vanpool Driver Agreement

This agreement is between the approved volunteer driver and back-up driver (hereinafter called "Driver") and the Centre Area Transportation Authority Commuter Program (hereinafter "CATACOMMUTE"). This agreement shall become effective on the date it is signed below by the approved Driver. By entering into this Agreement, CATACOMMUTE does not actually or impliedly waive any immunity that it may have as a local agency of the Commonwealth of Pennsylvania.

In consideration for participation in the CATACOMMUTE Vanpool Program, the undersigned Driver represents and agrees to:

1. officially register with the CATACOMMUTE RideShare program;
2. participate in the vanpool as a volunteer driver and will only use the vehicle to pick up, transport and deliver other vanpool participants to and from pickup locations ;
3. maintain a valid PA driver's license and notify CATACOMMUTE immediately of any changes or restrictions to operating privileges;
4. authorize CATACOMMUTE to obtain driver record history and criminal background checks, as needed;
5. notify CATACOMMUTE staff within 24 hours of any citation for a violation while operating any vehicle;
6. complete volunteer driver orientation and participant training as required by CATACOMMUTE;
7. operate the van at all times in a manner complimentary to the public nature of the program;
8. keep the van locked when not in use;
9. make sure the fleet fuel card is kept in the van and that personal codes are not kept in the van;
10. be held responsible for conducting pre-trip inspections to assure safe van operations;
11. return the van in the same condition as when delivered (less ordinary wear and tear);
12. supply a secure place for "at home" parking of the van, preferably in a locked garage;
13. not drive over bridges posted to allow vehicles weighing only four (4) tons or less;
14. observe width and height clearance requirements at all times;
15. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service,
16. not drive outside of a 75-mile radius from the Centre Region to pick up and drop off passengers;
17. operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations;
18. be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle while operating it;
19. notify CATACOMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
20. not use the van to propel or tow any trailer or other vehicle;
21. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
22. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
23. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle.;
24. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
25. forward fare payments to CATACOMMUTE for the full amount no later than the 5th of each month;
26. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the vanpool or damages the reputation of CATACOMMUTE (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
27. abide by all laws, regulations, manuals, policies and requirements established by CATACOMMUTE and the majority of vanpool members, which are incorporated herein by reference;
28. maintain a written copy of the rules for the van you are driving and provide the same to CATACOMMUTE for review;
29. require all riders on your van to have received the Handbook and signed the acknowledgement with CATACOMMUTE before allowing them to ride;
30. not transport any person who is under the age of 18;
31. operate the van only when all passengers are seated and wearing seat belts; driver's responsibility is waived for riders' non-use of a seatbelt;
32. keep appropriate records as required by CATACOMMUTE;
33. immediately resign from driving if any personal health issues render you unsafe to drive;
34. acknowledge that volunteer driver privileges are revocable by CATACOMMUTE at any time for any reason as deemed appropriate by CATACOMMUTE such as for unsafe driving practices, failing to adhere to PA Vehicle Code or vanpool policies and procedures, and inappropriate behavior;
35. be personally and individually responsible and liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and maintenance schedules or to promptly report any concern to CATACOMMUTE about the van's safety or function;
36. immediately report to CATACOMMUTE staff any safety or maintenance issues;
37. plan the most direct route to and from work sites;
38. maintain and provide a published pick-up time and schedule for passengers as agreed upon by all vanpool members;

39. have back-up plan in case of van breakdown or emergencies;
40. help recruit and maintain ridership in vanpool;
41. defend, indemnify and hold **CATACOMMUTE** harmless for all damages to person or property that may occur in a collision or accident while driving in violation of the Handbook policies or from health-related issues not reported to **CATACOMMUTE**;
42. not smoke in or within 25 feet of the van;
43. not drink alcohol in the van;
44. indemnify, defend and hold harmless **CATACOMMUTE**, **CATACOMMUTE**, its authorized agents and employees, for any claims of any nature due to acts or omissions in violation of this Agreement or beyond the scope of the limited license to use the van granted by **CATACOMMUTE** limited strictly to the terms of the Vanpool Program, and 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;
45. Volunteer driver further acknowledges and agrees to comply with all **CATACOMMUTE** policies and all laws governing the Vanpool Program concerning the prevention of discrimination and harassment. Ridership and participation in the Vanpool program shall not be denied or restricted based on any trait protected by law, such as race, religion, gender, national origin, or disability status. Volunteer driver is responsible for ensuring that his/her van complies with these policies and is responsible for reporting to **CATACOMMUTE** any complaints or concerns that are received concerning this subject matter.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of **CATACOMMUTE** during my participation in the Vanpool Program. This means that I agree that I am responsible and accountable for my own actions associated with participation in the Vanpool Program. As such, I agree to defend and indemnify **CATACOMMUTE**, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold **CATACOMMUTE**, its officers and agents, harmless for any acts or omissions of any nature by fellow participants in the Vanpool Program, including my removal from a vanpool group, because I agree that they are not agents or representatives of **CATACOMMUTE** and **CATACOMMUTE** is not responsible for them. I understand and agree that Vanpool privileges are revocable by **CATACOMMUTE** any time for unsafe practices and failing to adhere to vanpool policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

CATACOMMUTE agrees to:

1. provide comprehensive coverage for all vans that is at least the minimum required by law. . This is a total insurance limit available to all parties including **CATACOMMUTE** and the Driver. **CATACOMMUTE** will allocate this available limit as appropriate. Driver will pay first \$1000 of damage to van as result of an at-fault collision due to gross negligence.
2. attempt to provide loaner van when the vanpool vehicle is out of service, reserved on a first-come, first-served basis;
3. coordinate maintenance, inspections, and servicing of the van with the Driver;
4. assist Driver in recruiting participants when needed;
5. provide Driver orientation consisting of safe driving practices and vanpool responsibilities
6. attempt to assist vanpool in case of breakdown.

Driver Name (*please print*) _____

Address _____

Phone _____ Email _____ [required]

Van # and/or Name: _____

Signature: _____ Date: _____