

SAN BENITO COUNTY RIDESHARE
Vanpool Commuter Program

May 2002

Rider Agreement

Local
Transportation
Authority

330 Tres Pinos Road, Suite C7
Hollister, CA 95023
Phone: 831.637.POOL
Fax: 831.636.4160
www.SanBenitoRideshare.org

SAN BENITO COUNTY
RIDE 
 **HARE**
(831) 637-POOL
www.sanbenitorideshare.org

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Background

The purpose of the vanpool program is to encourage individuals to share their commute and to promote the vanpool as an inexpensive alternative to driving alone. The Council of San Benito County Governments and Local Transportation Authority, through its support of San Benito Rideshare, have acknowledged that ridesharing is an effective tool to reduce congestion, air pollution, highway and road maintenance costs, the depletion of fossil fuels and reliance on foreign sources of energy. According to the 2000 U.S. Census Report, over 18,500 workers in San Benito County (41% of San Benito County workforce) commute into, or out of, the County.

In 1993, the Local Transportation Authority received two vanpool vans through a grant received from the California Department of Transportation. Two 14-passenger Ford Econoline Vans made up the first fleet of vanpool vans. The vans were designed especially for commuters and are fully equipped with interior lighting, individual upholstered seating, first aid kits and fire extinguishers.

In 2000 and 2006, the Council of San Benito County Governments received a grant for the purchase of four new commuter vans for the fleet. These vans are available for lease by commuters that live or work in San Benito County. Each van is specially equipped for commuters and includes front and rear heat and air conditioning, and CD player.

The San Benito County Rideshare Program administers the Vanpool Program in conjunction with the Council of San Benito County Governments and the Local Transportation Authority.

Vanpool Program

San Benito Rideshare is responsible for the administration of the Vanpool Program. To encourage participation, a low-cost lease program has been developed whereby commuters pay for use and maintenance of a commuter van at a nominal monthly charge. (Gas and oil for the vehicle is paid by the passengers and is not included in the monthly charge)

Each participant will complete and abide by the Vanpool Van Driver, Backup Driver, or Passenger Agreement.

Rider Agreement

The LOCAL TRANSPORTATION AUTHORITY (LTA) and RIDER enter into this contract which shall be effective on the date stated in Paragraph 1.

1. Duration of Contract.

This contract shall commence on _____ and continue in force until one of the parties terminates this agreement as specified herein.

2. Scope of Riders Obligations.

The RIDER for LTA's benefit shall perform the obligations specified in Attachments A and C to this Contract. Attachments A and C are made a part of this contract.

3. LTA's Obligations.

In consideration for RIDER's performance of the obligations specified in Attachment A and Attachment C, LTA shall provide a 14-passenger van for use by the Driver in connection with a vanpool. LTA's additional responsibilities are listed on Attachment B. Attachment B is made a part of this contract.

4. General Terms and Conditions.

The rights and duties of the parties to this contract are governed by the General Terms and Conditions mutually agreed to and listed in Attachment C. Attachment C is made a part of this contract.

5. Insurance.

LTA shall maintain insurance coverage consistent with the insurance requirements as specified in Attachment B.

6. Termination.

Either party may terminate this contract, with or without cause, by giving fifteen (15) days advance written notice to the other party. Notice shall be deemed given on the day the notice is personally given or five (5) days after written notice is deposited in the United States mail, addressed as indicated in this contract paragraph 8, with first class postage prepaid.

LTA may automatically suspend this contract upon a major breach by Rider. A major Breach is defined as any event which causes operations of the vanpool to become inconsistent with the evaluation criteria established by the Transportation Planner assigned to the vanpool operations and includes but is not limited to, failure to abide by any of the rules established by the Vanpool, disruptive behavior, failure to pay Driver for share of cost associated with the Vanpool operation, or for failure to inform Driver of more than three (3) absences. Within 2 weeks after the suspension of this contract for major breach, LTA will notify Rider and Driver if the contract is to be reinstated or terminated.

Upon termination, the Rider will no longer be authorized to participate in the Vanpool Program.

7. Specific Terms and Conditions; Additional Incorporated Documents.

There are no other specific terms of this Agreement.

8. Information about Contract Administrators.

The following names, titles, addresses, and telephone numbers are the pertinent information of the respective contract administrators for the parties:

Contract Administrator for LTA:

Veronica Lezama
Transportation Planner
Local Transportation Authority
330 Tres Pinos Road, Suite C7
Hollister, CA 95023

Phone: (831) 637-7665
Fax: (831) 636-4160
Emergency: (831) 245-5771
veronica@sanbenitocog.org
www.SanBenitoRideshare.org

SIGNATURES

Approved by LTA:

Approved by Passenger/Rider:

Lisa Rheinheimer
Executive Director
Local Transportation Authority

Name: _____
Passenger/Rider
Vanpool Number _____

Date: _____

Date: _____

RIDER INFORMATION

Name _____

Address _____
(city) (state) (zip code)

Phone: Work _____ Cell _____ Home _____

Attachment A

San Benito Rideshare Vanpool Rider Obligations

In exchange for the use of the vanpool van, the Rider agrees during the term of this Agreement to:

1. Pay his/her monthly vanpool fare, as established by the Vanpool Program to the Driver, no later than the 14th of each month.
2. Knowingly and willingly assume the risks associated with being a vanpool passenger.
3. Indemnify and hold harmless the Driver, the Local Transportation Authority and the Vanpool Program, its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of or from any delays, tardiness, failure to make an appropriate schedule pick-up, absence of the van or termination of the program.
4. Acknowledge that the selection is done in accordance with the established Driver Selection Criteria, which is available for review. All driver applicants that meet the Driver Selection Criteria will be required to take a medical examination as well as a driver orientation course conducted by a private agency.
5. Abide by all day-to-day operational rules of the vanpool as established by majority vote of the vanpool members.
6. Abide by all the rules which may from time-to-time be directed by the Vanpool Program.
7. Notify the Driver in advance of all anticipated absence due to vacation, business, travel, overtime, etc.
8. Notify the Driver and the Vanpool Program office 30 calendar days in advance of planned termination of program participation.
9. Notify the Driver or nearest fellow rider of absence due to sickness.
10. Help maintain ridership at the maximum level.
11. Help keep the van clean and tidy.
12. Find alternate transportation on nays when the van does not operate.
13. Find alternative transportation when work or personal schedules do not allow participation in the vanpool.

LTA agrees during the term of this Agreement to:

1. Provide a passenger van for use by the vanpool.
2. Develop and maintain operational policies and procedures for the vanpool program.
3. Provide liability coverage at a combined single limit of \$1 million per occurrence for bodily injury and property damage and \$500,000 for uninsured motorist protection for all authorized or approved users of the van; comprehensive subject to \$1,000 deductible and collision subject to \$5,000, paid by the Vanpool Program.
4. Help the Driver to fulfill their administrative obligations.
5. Assist the vanpool in maintaining ridership at its maximum level.
6. Provide loaner vans by reservation as available.
7. Assist the vanpool with its best efforts in making alternative arrangements when neither the regular nor loaner vans are available.
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.

Attachment B

San Benito Rideshare Vanpool and LTA Obligations

The Local Transportation Authority (LTA) agrees during the term of this Agreement to:

1. Provide a 14-passenger van for use by the vanpool.
2. Register, title, and license the Vanpool Van. It is understood that at LTA's sole discretion, LTA may register the Vanpool Van in the name of another local agency.
3. Obtain adequate liability coverage for all authorized users of the van; for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.
4. Provide the DRIVER with all information on policy and operational aspects of the vanpool program.
5. Assist the DRIVER in maintaining the vanpool's ridership at its maximum level.
6. Establish a schedule for routine servicing and maintenance of the van.
7. Provide the DRIVER with all necessary report forms.
8. Establish a fee schedule for participation in the vanpool.
9. Provide a IO-unit first aid kit and fire extinguisher rated at least A:B:C.

Attachment C

Local Transportation Authority General Terms and Obligations

The van shall at all times be operated in a manner consistent with the public nature of this program; the vehicle shall be kept clean; it shall be driven in a courteous manner; and, the unique character of the vanpool program shall be explained if such is questioned.

Except in emergency situations, operation of the van is restricted to an approved Driver and/or Backup Driver.

Safe driving habits and complete observance of all traffic regulations is the utmost importance and is required of all drivers. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of issuance of the citation. The Driver and Backup Driver(s) will report any citation resulting from a moving traffic violation to the Transportation Planner within 48 hours whether received while driving the van or any other vehicle.

The Driver will be responsible for reporting any vehicular accident involving bodily or property damage within 24 hours to the Transportation Planner. Such reporting is to include any injury to a passenger of the van even though no third party was involved (e.g., passengers falling and injuring themselves while entering the van). The Driver is responsible for completing a motor vehicle accident report and submitting it to the Transportation Planner.

The van is to be parked off-street at the residence of either the Driver or the Backup Driver overnight and as often as possible at other times.

The van is not to be used for hire; to pull trailers, boats, etc; to haul garbage, debris, or excessive loads; and any purpose required for the removal of seats.

The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways. It is not to be driven off-road, on beaches, in fields, or in any other potentially unsafe environment.

The van is not to be driven over bridges or roads posted for less than a 4-ton maximum weight load. Width and height clearance requirements of the van are to be observed at all times.

Accessories including appearance items or additional equipment will not be added or removed without prior approval of the Transportation Planner.

The vanpool van shall not be removed from the State of California for any reason.

The vanpool van may be taken out of service for maintenance, in which case, it is the responsibility of the vanpool users to make other transportation arrangements.