

RideFinders Vanpool Program Rider Agreement

Van # _____

Name _____

Date _____

OFFICE USE ONLY

This agreement establishes the rights and responsibilities for Riders participating in the RideFinders Vanpool Program. Rider, as referred to below, means any person, except Driver (and Backup Driver when acting as Driver), who is authorized to be transported to and from work in a van as part of the RideFinders Vanpool Program.

I. Rider shall:

The Rider agrees during the term of this Agreement to comply with all the RideFinders Vanpool Program Rules (**Exhibit A**).

II. ACT shall:

1. Provide a licensed passenger van for use in the RideFinders Vanpool Program.
2. Provide auto liability coverage at or above the statutory minimums for all authorized drivers of the van; for and including bodily injury and property damages caused by the negligence of the driver, and uninsured motorist protection.
3. Provide a backup van in the event the primary van is out of service.
4. Provide assistance in the administration of the RideFinders Vanpool Program.
5. Provide a vehicle maintenance schedule and guidelines for the van.

III. Choice of Law and Venue:

This Agreement shall be interpreted under the laws of the State of Illinois. The venue for the filing of any litigation arising out of this Agreement, or Driver/Backup Driver's participation in this program is that of the Third Judicial Circuit Court, Madison County, Illinois.

IV. Modification:

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

V. Termination:

Rider:

Rider may terminate this Agreement at any time after the initial three-month period, provided written notice of any intended termination is provided to RideFinders. All Riders must notify RideFinders at least thirty (30) days in advance of the planned termination date.

ACT:

ACT may terminate this Agreement for any reason at any time including any violation of this Agreement by the Rider.

VI. Non-Discrimination:

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically, 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.

VII. Indemnification:

1. ACT shall not be responsible to Rider for any loss of income, inconvenience, or other damage sustained by Rider as a result of an interruption of services to be furnished by ACT. It is expressly understood that neither ACT, nor its insurance provider, will be responsible for any person's property lost, stolen, or damaged in or from the van.
2. Rider shall hereby hold harmless ACT/MCT, its authorized agents and employees 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.

IN WITNESS WHEREOF, the Parties have executed this Agreement on the date below.

Rider: _____ Agency for Community Transit, Inc:

By: _____ By: _____
Rider Signature Director of RideFinders Signature

Date: _____ Date: _____

Rider Information (Please fill in below):

Name: _____
Last First Middle Initial

Address: _____
Street City State Zip

How long have you lived at this address? _____ years.

Phone: Work: _____ Home: _____ Cell: _____

E-mail: Work: _____ Home: _____

Date of Birth: _____ Work Hours: _____

Employer Name: _____

Employer Address
Street, City, State, Zip: _____

Van Number: _____ Vanpool Pick-Up Location: _____

RideFinders Vanpool Program

Exhibit A: Rules

1. RideFinders van shall only be driven by approved Driver/Backup Driver to carry approved Riders for approved business commute routes in the RideFinders Vanpool Program.
2. Smoking, alcohol (opened or unopened containers), and flammable, explosive, fissionable, corrosive or contraband items are prohibited on all RideFinders vans.
3. Driver/Backup Driver and Riders are required to wear seat belts, including lap and shoulder belts, while the van is operated.
4. Must lock and properly secure the RideFinders van when not in use.
5. No additional accessories or equipment shall be added to the RideFinders van.
6. Must abide by vanpool's agreed upon pick-up points and times, waiting policies, and etiquette.
7. Rider must pay monthly fare to Driver to ensure payment of monthly vanpool invoice by the due date.
8. Driver provides advance notice of planned absence to the Backup Driver, who assumes driving duties for the Driver. Rider must provide advance notice of planned absences to the Driver.
9. For unexpected absences, Driver must contact the Backup Driver as soon as possible to assume driving duties. Likewise, Riders must contact Driver as soon as possible when an unexpected absence occurs.
10. In the event the vanpool does not operate for any reason, vanpool members must find alternative transportation.
11. Help keep the RideFinders van clean and tidy at all times.
12. Vanpool members are responsible for any damaged or missing equipment in the van including, but not limited to the: fire extinguisher, remotes and/or keys, , spare tire, lug wrench, jack assembly, first-aid kit, flare kit, vanpool handbook and Wright Express Fleet Card. Any damaged or missing equipment will be charged to vanpool members on their monthly invoice.