

## Whatcom Transportation Authority Vanpool Program 2019 Vanpool Rider Contract

This Contract states the rights and responsibilities of parties as participants in the Public Vanpool Program established by Whatcom Transportation Authority (WTA), hereafter referred to as the Agency.

- The Public Vanpool Program, as referred to below, means the Vanpool Program administered by the Agency.
- Vanpool Group Coordinator, hereafter referred to as Coordinator, means the person or institution who oversees and is responsible for the activities of an individual vanpool group.
- Driver, as referred to herein, means all persons who are approved by the Agency to operate the vanpool vehicle as an independent driver.
- Bookkeeper, as referred to herein, means the person who has responsibility for collecting and submitting monies to WTA pertinent to the operation of the vanpool.
- Rider, as referred to herein, means all persons who ride in the vanpool vehicle, including the coordinator, driver, and bookkeeper.
- Where applicable, the Coordinator, Driver, and Bookkeeper responsibilities may overlap.

### Vanpool Group Coordinators/Bookkeepers agree during the term of this Contract to:

1. Establish, in cooperation with the Agency, and assure compliance with, a vanpool route and schedule to places of employment, education or other institutions.
2. Make reasonable attempts to maintain the vanpool at its maximum ridership and keep the Agency informed of ridership changes.
3. Distribute Vanpool Rider Contracts to new riders and submit completed forms to WTA before passengers ride.
4. Obtain prior approval from WTA for any expenditures relating to the operation of the van, in excess of \$25.00 per month.
5. Coordinate, by majority decision, the development of rules for the day-to-day operation of the vanpool (e.g., waiting times, music, etc.) and distribute rules to all riders.
6. Along with the driver(s), obtain van maintenance and cleaning (e.g., maintaining proper oil level, maintaining Agency tire pressure requirements).
7. Be financially responsible for damages and losses caused by vandalism when the van is not parked in accordance with Agency guidelines.
8. Complete Agency-provided instruction before taking possession of the van and assuming vanpool responsibilities.
9. Collect fares from riders before the beginning of the month; complete required forms and submit to WTA by the 5<sup>th</sup> of the following month; and pay invoice from WTA within ten (10) days of invoice, and pay any penalty fees for non-compliance.
10. Maintain a separate bank account for all Vanpool funds, and only use Vanpool funds for expenditures relating to the Public Vanpool Program. Failure to comply with this requirement may result in criminal charges and will result in permanent removal as a Vanpool rider.
11. Provide riders, upon request, a full accounting of all Vanpool charges, balances, and rider payments.
12. Coordinate with driver and WTA the delivery of the van to the Agency for maintenance.

13. Notify WTA immediately if he/she believes there are any safety concerns with the van.
14. Be the main point of contact for inquiries on the Vanpool for prospective riders.
15. Communicate specific Public Vanpool Program information to other riders, as requested by WTA.
16. Charge the responsible rider(s) for any Non-sufficient funds fees.
17. Assess riders for Agency-imposed fees or penalties in addition to vanpool fares.
18. Register the vanpool at [www.Rideshareonline.com](http://www.Rideshareonline.com).

**Drivers agree, during the term of the Contract to:**

1. Maintain a valid driver license and submit to WTA a driver application, complete abstract and other forms required by the Agency before driving.
2. Complete WTA's mandatory driver safety orientation class before driving.
3. Keep abreast of, and observe, State and/or local driving laws.
4. Observe safe, defensive driving habits.
5. Pay any fines/tickets resulting from the operation of the Agency van.
6. Not use illegal drugs at any time while approved to drive a WTA vanpool vehicle. This includes, but is not limited to: amphetamines, opiates, phencyclidine (PCP), and cocaine, as well as any drug listed on Schedule 1 of the U.S. Controlled Substance Act, 21 U.S.C. § 812(c), and/or not approved for medical use by the U.S. Drug Enforcement Administration or the U.S. Food and Drug Administration. Not use marijuana in any form at any time during the period that the person is approved as a driver. Illegal use includes the use of any illegal drug, the misuse of legally prescribed drugs, or the use of illegally obtained prescription drugs at any time.
7. Not drive while under the influence of any substance, alcohol, prescription drugs, or OTC medications that may impair safe driving.
8. Report any citation resulting from a moving violation to the Agency within 48 hours, whether received while driving the van or any other vehicle.
9. Allow periodic reviews of all driver licensing actions.
10. Submit to appropriate driver refresher classes, as required by WTA.
11. Notify the Agency when she or he can no longer operate the Vanpool vehicle in a manner that reduces risk.
12. Coordinate with other Agency-approved van drivers in the daily commuting operation of the van; pick up and discharge riders in accordance with the mutually established route and schedule (RCW 46.74.010. referring to commuter ridesharing of one round trip only per day.)
13. Not provide transportation to any minor or person that is not approved as a rider.
14. Notify WTA immediately if he/she believes there are safety concerns with the van, and not drive the van if he/she believes it impairs the safety of passengers.
15. Report immediately to the Agency any incident involving bodily injury, property damage, or a third party during operation of the Van. 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 himself/herself while entering the van). Complete a WSTIP event report (included in the vanpool manual inside the vehicle) and submit it directly to the Agency for all accidents or incidents arising from operation of the van, regardless of severity.
16. Bring the van to specified facilities for scheduled maintenance or as required by WTA on mutually agreed time and day.
17. Coordinate van maintenance (e.g., maintaining proper oil level, maintaining Agency tire pressure requirements, etc.) and cleaning with Agency staff.
18. Report any vandalism or be held liable for resulting damages.
19. Meet promptly at agreed-upon location(s) for rider pickup.
20. Never leave the van running unattended.
21. Keep van locked when not in use.

22. Notify WTA where van will be parked overnight, and keep van at WTA approved locations when not in use or be held liable for resulting damages.
23. Not use cell phones (including but not limited to with hand free set up) or any other electronic device while driving.
24. Coordinate with riders, by majority decision, the development of rules for the day-to-day operation of the vanpool (e.g., waiting times, music, etc.) and communicate and distribute rules to all riders.
25. Distribute Vanpool Rider Contracts to new riders and submit completed forms to WTA before passengers ride.
26. Be the main point of contact for inquiries on the vanpool for prospective riders.
27. Quit driving the WTA van immediately if suspended/terminated from driving, whether due to failure to meet WSTIP's driver eligibility/retention criteria, rider or public complaints, or other safety concerns.
28. To voluntarily submit to any drug or alcohol testing at any time upon request of WTA and any police officer or state patrol. By signing below, each driver waives the right to submit to a breathalyzer testing upon request of any police officer or state patrol.

**All Riders mutually agree, during the term of this Contract, to:**

1. Abide by all established rules specific to the Vanpool (i.e., waiting time, seating, pickup times, etc.).
2. Sign and return to WTA and Vanpool Coordinator/Bookkeeper this rider Contract before riding in the van.
3. Familiarize himself/herself with the Agency-issued Vanpool manual.
4. Timely pay his/her fare either online to WTA or the van's bookkeeper, in US currency, in advance each month, as established by WTA.
5. Establish and distribute communication and backup plans among the Vanpool group.
6. Not add or remove any accessories or equipment to the van without prior approval of the Agency. Loss of any issued equipment will be reported by the Coordinator immediately.
7. Enlist sufficient Drivers (minimum of two per van) and inform WTA if driver classes are needed to ensure continued operation of the van.
8. Notify the Vanpool Coordinator in advance if not riding in the van and find his/her own alternate transportation when work or personal schedule does not allow for riding the van.
9. Notify WTA with fifteen (15) calendar days advance notice of planned van or rider termination. The fifteen (15) calendar days must be paid for, whether riding or not.
10. Take reasonable steps to prohibit unauthorized Drivers to operate the van without express written or documented emergency telephone authorization from the Agency. **(To drive without authorization could cause you to be at great personal financial risk as that person is not covered under WTA insurance.)**
11. Call WTA immediately if an unauthorized Driver operates the van.
12. Assist in maintaining the Vanpool ridership at its maximum level.
13. Assist in the cleanliness of the exterior/interior of the Vanpool vehicle and pay any fees associated with a dirty van.
14. Reimburse WTA for equipment issued with the van (e.g., chains, reflector kit, keys, spare tire, gas cards, etc.) that are lost or missing.
15. Reimburse WTA for expenses incurred due to non-compliance with the Vanpool program.
16. Notify driver or WTA of any safety concerns.
17. Notify WTA if any Driver is violating any of the rules that specifically apply to Drivers.
18. Act in a responsible manner for the benefit and long-range stability of the Vanpool group and abide by all rules which may, from time-to-time, be established by the Agency or by majority vote of the Vanpool group.

19. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational Vanpool rules.
20. Wear seatbelts properly at all times.
21. Not use tobacco or vaping products in the van.
22. Not allow any signage of any type in/on the vehicle.
23. Use the van for group commuting purposes only.
24. Not allow any minor or unapproved Rider to ride in the van.
25. Relay any difficult ridership situations or conflicts to WTA.
26. Not represent himself/herself as WTA employee or representative.

**The Agency agrees, during the term of this Contract, to:**

1. Provide a well-maintained passenger van.
2. Execute Rider Contracts with Coordinators, Drivers, Bookkeepers and Riders as needed.
3. Provide bodily injury and property damage liability coverage at statutory limits for all authorized riders of the van per **Appendix A**, WSTIP Insurance Coverage for Vanpool Operations.
4. When requested, assist in developing and maintaining the Vanpool's ridership at its maximum level.
5. If asked, coordinate establishment of the Vanpool's daily route and schedule.
6. If asked, provide sample rules and regulations for the daily operation of the van.
7. If asked, assist with personnel issues that may arise in the van.
8. Provide an outline of all policy and operational aspects of the Vanpool Program.
9. Provide all necessary report forms, including instructions for their completion and a submission schedule.
10. Establish a fare schedule for Vanpool participants.
11. Establish a schedule for routine service and maintenance of the van at Agency-approved maintenance facilities.
12. Provide loaner vehicles when the group's main vehicle is out of service.

**All parties mutually agree that the following applies to the operation of the vanpool program:**

1. The Vanpool Program's purpose is to provide transportation for daily commuting purposes only. No other use of the van is allowed including, but not limited to **personal use; for hire; to pull trailers, boats, etc.: to haul any items not related to daily commuting, or for any purpose requiring the removal/addition of seats or other equipment.**
2. The van shall at all times be operated in a manner complementary to the public nature of this program.
3. The van shall be kept clean, inside and out.
4. The van shall be driven in a safe manner and in compliance with the Rules of the Road at all times.
5. The van shall be operated by Agency-approved Drivers only.
6. The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways.
7. The group will abide by program changes as presented by WTA.
8. RCW 9.91.025 (**Exhibit A**) Unlawful Transit Conduct applies to vanpool riders.
9. The van shall always be operated in a manner that minimizes taxpayer liability and maximizes taxpayer investment. Any WTA-imposed changes to the program will always reflect this philosophy.
10. WTA shall have the right to modify the rules and conditions for being a participant of the Vanpool Program, at any time and for any reason.

This agreement shall be effective upon initial use of the van and shall continue in force until rider leaves the Vanpool Program. Full signing and submission of this Contract must be completed prior to initial ride in the van. Some parts of this agreement may remain in force after a rider leaves the vanpool (e.g. fare payments, damages, etc.). A rider may terminate this Agreement for any reason with fifteen (15) calendar days' notice.

The Agency may immediately terminate this Contract verbally or in writing at any time for any reason, at its discretion. The Agency retains the right and sole responsibility to disqualify a participant's status as rider, driver, coordinator, or bookkeeper at any time, at its discretion. WTA will notify rider by telephone or in writing to the last provided telephone, mailing address or email address. Termination by the Agency will not result in any fare refunds. Riders shall return all vanpool records, materials, the vehicle, monies, and other WTA-issued items within 24 hours of termination.

This Contract may be modified only by the Agency, and only in writing signed by WTA.

Riders release to the greatest extent allowed by law, the driver, other riders, and the Agency from any liability, claims and demands for loss, theft, or damage to their personal property; or loss of income or consequential damages resulting from delays, tardiness, absence of the van on particular days or termination of the program. Riders also release to the greatest extent allowed by law, the driver, other riders, and the Agency from any liability, claims and demands for damage to their personal property or injury; or loss of income or consequential damages resulting from the operation of the van.

Upon termination of rider's approval to use the WTA vehicle by reason of any conditions herein states or by the Agency's demand, rider agrees to cease using WTA vehicle and to pay all expenses incurred by the Agency in returning the vehicle to WTA's facility. Continued operation after termination is acting without the knowledge, consent, or permission of the Agency and the Agency will notify police that vehicle has been stolen. Upon notice of termination, rider releases and discharges the Agency from any liability and all claims of any nature. The Agency has the right to seize, without legal process or notice, Agency vehicle at any time or place, and riders waive all claims or damages associated with such seizure. Riders agree to pay the Agency, on demand, all expenses incurred by the Agency in the collection of monies due the Agency, regaining possession of the van while enforcing any term or condition of the Agreement, or to enforce any term of this Agreement, including, but not limited to, the attorneys' fees and costs incurred by WTA.

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 the vanpool based upon any protected class status, including, but not limited to, because of race, creed, color, sex, age, national origin, disability, nor in any way contrary to applicable ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal regulations, Part 21 –nondiscrimination in Federally Assisted Programs of the Dept. of Transportation; Chapter 49.60 Revised Code of Washington Law Against Discrimination; and the Americans with Disabilities Act of 1990.

Any action to interpret or enforce this Agreement shall be commenced in the Superior Court of the State of Washington, Whatcom County, and each party to this Agreement hereby waives any objection to the jurisdiction or venue of this Court.

### WTA VANPOOL RIDER CONTRACT

I have received, read, and agree to abide by the contents of this 2019 Vanpool Rider Contract:

NAME (PRINT): \_\_\_\_\_

HOME ADDRESS: \_\_\_\_\_ VAN # \_\_\_\_\_

CITY: \_\_\_\_\_

STATE: \_\_\_\_\_ ZIP: \_\_\_\_\_

WORK PHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_ EMAIL: \_\_\_\_\_

VAN BOOKKEEPER'S NAME: \_\_\_\_\_

EMPLOYER: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

My **ONE-WAY** trip starts at: \_\_\_\_\_

My **ONE-WAY** trip ends at: \_\_\_\_\_

Check all below that apply to you:

RIDER  
 BOOKKEEPER

COORDINATOR  
 DRIVER or BACK-UP DRIVER

**Return to:**

**WTA** 4011 Bakerview Spur, Bellingham WA 98226 Fax: 360-788-9515

Email: [amberc@ridewta.com](mailto:amberc@ridewta.com)



## Insurance Coverage for Vanpool Operations

Whatcom Transportation Authority purchases liability insurance coverage for van operations through the Washington State Transit Insurance Pool (“WSTIP”). If a van driver causes an accident, this liability insurance provides coverage for injuries to van passengers, injuries to other drivers and their vehicle occupants, and damage to other’s property. This coverage is similar to the liability coverage on your own personal auto except Whatcom Transportation Authority, as public entity, carries higher limits (currently \$20 million for 2016). The liability coverage excludes bodily injury for employees and vanpool drivers. This is similar to your personal auto insurance.

Whatcom Transportation Authority also has medical and hospital benefits insurance coverage for vanpool drivers. As long as the driver is operating the van under the terms and conditions of the vanpool Contract, the driver is eligible to receive \$35,000 in medical and hospital benefits, regardless of responsibility for the accident. This coverage is secondary to any other benefits the driver may have, such as medical benefits. However, it covers deductibles and other out of pocket medical and hospital expenses that medical insurance plans do not pay.

If another driver is responsible for an accident involving our vanpool and is underinsured, Whatcom Transportation Authority purchases \$60,000 of underinsured motorist coverage. This coverage is on a per accident basis and is distributed among the injured individuals in the van.

Whatcom Transportation Authority also purchases coverage for auto physical damage coverage for the van itself. The van’s value is determined at the time of loss using actual cash value. Any coverage provided by WSTIP is subject to its terms and conditions, including, but not limited to, any applicable exclusions. All participants in the Vanpool Program should review such terms and conditions.

\*The information provided is general and does not provide any benefits or coverage unless otherwise provided under WSTIP’s policies, and the details of WSTIP’s insurance program changes from year to year.

EXHIBIT A

**RCW 9.91.025 Unlawful transit conduct.**

(1) A person is guilty of unlawful transit conduct if, while on or in a transit vehicle or in or at a transit station, he or she knowingly:

(a) Smokes or carries a lighted or smoldering pipe, cigar, or cigarette, unless he or she is smoking in an area designated and authorized by the transit authority;

(b) Discards litter other than in designated receptacles;

(c) Dumps or discards, or both, any materials on or at a transit facility including, but not limited to, hazardous substances and automotive fluids;

(d) Plays any radio, recorder, or other sound-producing equipment, except that nothing herein prohibits the use of the equipment when connected to earphones or an ear receiver that limits the sound to an individual listener.

The use of public address systems or music systems that are authorized by a transit agency is permitted. The use of communications devices by transit employees and designated contractors or public safety officers in the line of duty is permitted, as is the use of private communications devices used to summon, notify, or communicate with other individuals, such as pagers and cellular phones;

(e) Spits, expectorates, urinates, or defecates, except in appropriate plumbing fixtures in restroom facilities;

(f) Carries any flammable liquid, explosive, acid, or other article or material likely to cause harm to others, except that nothing herein prevents a person from carrying a cigarette, cigar, or pipe lighter or carrying a firearm or ammunition in a way that is not otherwise prohibited by law;

(g) Consumes an alcoholic beverage or is in possession of an open alcoholic beverage container, unless authorized by the transit authority and required permits have been obtained;

(h) Obstructs or impedes the flow of transit vehicles or passenger traffic, hinders or prevents access to transit vehicles or stations, or otherwise unlawfully interferes with the provision or use of public transportation services;

(i) Unreasonably disturbs others by engaging in loud, raucous, unruly, harmful, or harassing behavior;

(j) Destroys, defaces, or otherwise damages property in a transit vehicle or at a transit facility;

(k) Throws an object in a transit vehicle, at a transit facility, or at any person at a transit facility with intent to do harm;

(l) Possesses an unissued transfer or fare media or tenders an unissued transfer or fare media as proof of fare payment;

(m) Falsely claims to be a transit operator or other transit employee or through words, actions, or the use of clothes, insignia, or equipment resembling department-issued uniforms and equipment, creates a false impression that he or she is a transit operator or other transit employee;

(n) Engages in gambling or any game of chance for the winning of money or anything of value;

(o) Skates on roller skates or in-line skates, or rides in or upon or by any means a coaster, skateboard, toy vehicle, or any similar device. However, a person may walk while wearing skates or carry a skateboard while on or in a transit vehicle or in or at a transit station if that conduct is not otherwise prohibited by law; or

(p) Engages in other conduct that is inconsistent with the intended use and purpose of the transit facility, transit station, or transit vehicle and refuses to obey the lawful commands of an agent of the transit authority or a peace officer to cease such conduct.

(2) For the purposes of this section:

(a) "Transit station" or "transit facility" means all passenger facilities, structures, stops, shelters, bus zones, properties, and rights-of-way of all kinds that are owned, leased, held, or used by a transit authority for the purpose of providing public transportation services.

(b) "Transit vehicle" means any motor vehicle, street car, train, trolley vehicle, ferry boat, or any other device, vessel, or vehicle that is owned or operated by a transit authority or an entity providing service on behalf of a transit authority that is used for the purpose of carrying passengers on a regular schedule.

(c) "Transit authority" means a city transit system under RCW [35.58.2721](#) or chapter [35.95A](#) RCW, a county transportation authority under chapter [36.57](#) RCW, a metropolitan municipal corporation transit system under chapter [36.56](#) RCW, a public transportation benefit area under chapter [36.57A](#) RCW, an unincorporated transportation benefit area under RCW [36.57.100](#), a regional transportation authority under chapter [81.112](#) RCW, or any special purpose district formed to operate a public transportation system.

(3) Any person who violates this section is guilty of a misdemeanor.

[ [2009 c 279 § 3](#); [2004 c 118 § 1](#); [1994 c 45 § 4](#); [1992 c 77 § 1](#); [1984 c 167 § 1](#).]