



PART VANPOOL DRIVER / RIDER AGREEMENT

The following rules are designed to promote the cooperation essential to successful vanpool operation. As a driver of a PART vanpool, you agree to adhere to these rules and regulations.

1. Driver agrees to authorize PART to obtain a certified copy of his/her driving record from an agency selected by PART, and must certify to PART that he/she does not have more than three points on his/her driving record, no Driving While Impaired (D.W.I.) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year.
2. Driver must have a valid Class C North Carolina driver's license to drive the van. Driver shall complete a vanpool driver application before being eligible to operate the van. Driver shall immediately notify PART upon receipt of any moving violation or criminal charge.
3. Driver must notify the PART staff of any criminal charges or convictions arising out of the operation of the van or any other motor vehicle.
4. The Driver shall be required to become a party to the PART Vanpool Lease Agreement and may be required to carry out the requirements of the Lessee agreement on behalf of the Lessee if the Lessee is not available.
5. The Driver must agree to operate the van solely for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by the PART staff and must operate on a punctual schedule approved by said PART staff.
6. The Driver shall be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month per van, and the cost to the Driver for such personal use shall be as herein provided. The Driver shall not transport passengers that are not active members of the PART vanpool program, travel outside the state of North Carolina (without prior approval), or take the van to any establishment whose business could negatively impact the image of PART, including, but not limited to, nightclubs, Alcoholic Beverage Control (ABC) stores, bars, sweepstakes facilities, sexually oriented businesses, cigar lounges, vaping lounges, etc.
7. The Driver is prohibited from transporting any organized groups or anyone for hire except the vanpool passengers.
8. The Driver shall operate the van in accordance with reasonable and safe practices.
9. The Driver shall provide secure off-street parking for the van when it is not in use.
10. Only authorized drivers are permitted to operate the van, except under emergency conditions or with the express prior written approval of authorized PART staff.
11. While operating the van, the driver shall not use a cell phone, blue tooth device, text messaging device or equipment that may distract the attention of the Driver.

12. The Driver shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle. No smoking or use of other tobacco products, including, but not limited to, chewing tobacco, snuff, electronic cigarettes and vaping devices, is allowed in any PART vehicle.
13. The Driver will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van.
14. The vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions.
15. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
16. The Driver is responsible for promptly reporting any accident involving a bodily injury or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual. The Driver or Substitute Driver shall be responsible for any damage to the extent that said damage is not recoverable from insurance, up to a maximum of \$100.00, and shall be fully responsible for any criminal acts arising out of the use of the van.
17. The Driver does hereby agree to indemnify and save harmless PART, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of the Driver. PART shall not under any circumstances be liable for consequential, incidental, special or exemplary damages arising out of or relating to the transaction contemplated under this Agreement, whether in contract, tort or otherwise.
18. Failure of the Driver to perform or observe any covenant, condition or agreement required to be performed or observed shall be grounds for termination of this Agreement by PART. Any such termination shall be effective immediately upon the providing of written notice of termination to the Driver. Upon termination of the Agreement, Driver is no longer eligible to operate any vehicle owned by PART.
19. Pick up is limited to the agreed times and locations. The vanpool will wait a maximum of two minutes beyond the agreed time before departing from each stop. The participants are expected to be prompt so that others are not inconvenienced.
20. Participants agrees to make full payments promptly and in advance each month. Participants are responsible for any late fees associated with late payments. During vacation or other periods of absence, participants may sublet his/her seat to a party who must adhere to the conditions of this agreement. Fares are not refunded for any reason.
21. Participants must give the Lessee & PART a 30-day notice, if they decide to stop riding the van for any reason. Participants will be responsible for any costs associated with early termination.
22. Participants are required to behave in a manner which promotes positive interaction with other vanpool participants. PART reserves the right to ask a person to vacate the van if it is deemed necessary for the welfare of the vanpool group.

- 23. Participants shall help maintain the cleanliness and appearance of the vanpool vehicle. Personal articles may be kept in the vehicle at the discretion of the vanpool lessee.
 - 24. The use of food and beverage aboard the vanpool vehicle is at the discretion of the vanpool lessee. In the event of an accident, the rider is responsible for any costs associated with cleaning the vehicle.
 - 25. The use or possession or transportation of any alcoholic beverage, any narcotic drug, chemical/other substance, or firearm/weapon is prohibited in the van.
 - 26. No smoking is allowed in any PART vehicle at any time.
 - 27. Participants acknowledge and accept the risks (personal injury, illness, disability, death, etc.) that may exist related to the exposure to the 2019 Novel Coronavirus (COVID-19) or other infectious diseases by engaging in a PART Vanpool. As a voluntary program, participants waive and release any and all claims against PART, its officers, directors, employees, agents, affiliates, successors, related to issues arising from COVID-19 or other infectious disease.
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Van ID #: _____

Name: _____

Home Address: _____

Phone: _____ Email: _____

Employer: _____

Work Phone: _____ Work Hours: _____

I have read and understand and accept the terms, rules and regulations outlined in this agreement.

Vanpool Participant (Printed) _____

Signature: _____ Date: _____

FOR PART OFFICE USE ONLY

Date Rec: ____ / ____ / ____ Staff Signature: _____