

**PART (#####)**  
**Vehicle Identification Number (+++++)**

**North Carolina )**  
**)**  
**Guilford County)**

**Driver Agreement**

WHEREAS, the Piedmont Authority for Regional Transportation (hereinafter "PART") and **(Driver's Name)** (hereinafter "Driver") desire to enter into this Driver Agreement (this "Agreement") by which PART will authorize Driver to carry out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, PART is undertaking a "Third Party Vanpool Program" pursuant to a development grant, from the North Carolina Department of Transportation, said program or project being described in a document entitled "STATE TRANSPORTATION DEVELOPMENT GRANT – Piedmont Authority for Regional Transportation"; which is on file in the office of PART, 107 Arrow Road, Greensboro North Carolina; and

WHEREAS, PART is responsible for the vans which are available for lease to lessees acceptable to PART for the carrying out of the said Piedmont Authority for Regional Transportation Vanpool Program; and,

NOW, THEREFORE, the parties hereto do hereby contract and agree as follows:

1. This Agreement shall become effective on the date of its execution by PART, said date being set out on the signature page adjacent to the signature of the PART representative executing this document.
2. 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.
3. 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.
4. 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.

5. 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.
6. Except as otherwise provided in this Agreement, 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.
7. Notwithstanding Section 6 of this Agreement, 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 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.
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 Driver(s) is permitted to operate the van, except under emergency conditions or with the express prior written approval of authorized PART staff.
11. The Driver is prohibited from transporting any organized groups or anyone for hire except the vanpool passengers.
12. 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.
13. 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.
14. 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.
15. 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.
16. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.

17. 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.
18. PART may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of PART to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent PART from enforcing or requiring compliance with such provision or requirement at any future date.
19. The Driver shall comply with the provisions of the Americans with Disabilities Act (ADA). The Driver hereby agrees to indemnify PART from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of Driver, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.
20. 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.
21. All references herein to Driver shall be deemed to include Substitute Driver, but with the further understanding that the financial arrangement shall be between PART and the Driver with the financial arrangements between the Driver and the Substitute driver being a matter for settlement between those two parties.
22. Failure of the Driver to perform or observe any covenant, condition or agreement required to be performed or observed herein shall be grounds for termination of this Agreement by PART. Any such termination due to a breach under this Section shall be effective immediately upon the providing of written notice of termination to the Driver. Upon termination of the Agreement, Driver shall return the van to PART at a location and at a time designated by PART, which date shall be within five (5) business days of the termination of this Agreement.
23. All notices, demands, consents, approvals, requests, or other communications which any of the parties to this Agreement may desire or be required to give hereunder (collectively, "Notices") shall be in writing and shall be deemed properly given and received (i) if delivered in person, then when actually delivered and received, (ii) if sent by electronic mail, then when sent, provided that no message is received by the sender indicating that such notice was not delivered, (iii) if sent by registered or certified mail, postage prepaid, return receipt requested, then when

delivered (or when delivery is refused), or (iv) if sent by a nationally recognized overnight courier service, then the next business day after being sent provided verification of actual delivery is made by such courier service. The addresses of the parties for the purpose of sending such notices and communications shall be as follows:

If to PART:           Piedmont Authority for Regional Transportation  
107 Arrow Road  
Greensboro North Carolina 27409  
Attn: Scott Rhine  
Phone: 336.291.4316  
Email: [scottr@partnc.org](mailto:scottr@partnc.org)

If to Driver:         \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Phone:  
Email:

- 24. If any provisions of this Agreement are declared unenforceable in any respect, such unenforceability shall not affect any other provision of this Agreement, and each such provision shall be deemed to be modified, if possible, in such a manner as to render it enforceable and to preserve to the extent possible the intent of the parties as set forth herein.
- 25. Driver's rights or interest in this Agreement may not be transferred without the prior written consent of PART.
- 26. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of North Carolina. This Agreement contains the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements or understandings, whether written or oral. No modification of any of the provisions hereof shall be of any force, effect, or value unless in writing and signed by PART and the Driver. This Agreement does not and is not intended to confer any rights or remedies upon any person/s other than PART and the Driver, and PART and the Driver specifically agree that there are no intended third beneficiaries of this Agreement.

IN WITNESS THEREOF, the parties hereto acknowledge the due execution of this Agreement by their signatures and on the dates indicated below.

DRIVER SIGNATURE \_\_\_\_\_ DATE \_\_\_\_\_

PIEDMONT AUTHORITY FOR REGIONAL TRANSPORTATION  
DIRECTOR OF COMMUTER RESOURCES

\_\_\_\_\_ DATE \_\_\_\_\_

This Agreement has been pre-audited in the manner required by the Local Government Budget and Fiscal Control Act.

\_\_\_\_\_  
Finance Director Date

Federal Tax Identification Number: 56-2114640

The Piedmont Authority for Regional Transportation Remittance Address:

*Piedmont Authority for Regional Transportation  
107 Arrow Rd.  
Greensboro, NC 27409*

For PART use only:

Driver Contact No.: \_\_\_\_\_

Driver Email: \_\_\_\_\_

Driver Mailing Address: \_\_\_\_\_