



# UTA Vanpool and RideVan Plus Terms and Conditions

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This agreement ("Agreement") sets forth the terms and conditions for participation in the Utah Transit Authority's ("UTA") Vanpool Program.

## **DEFINITIONS**

- Participant means all persons who are authorized by UTA to ride in a UTA Vanpool or RideVan Plus Vehicle, including Drivers and Bookkeepers.
- RideVan Plus means the nonprofit mode of prearranged commuter transportation of a relatively fixed group of 5 to 15 persons, including the Driver, in a vehicle owned by UTA and leased to Participants that provides transportation between fixed route bus stops and rail stations and the workplace.
- Vanpool means the nonprofit mode of prearranged commuter transportation of a relatively fixed group of 5 to 15 persons, including the Driver, between home and work, or termini near home and work, in a Vehicle that is owned by UTA and leased to Participants.
- Vanpool Program means participation on a Vanpool or RideVan Plus Vehicle.
- Vehicle means the van assigned by UTA to the Vanpool or RideVan Plus Participants.

## **SECTION 1: TERM OF AGREEMENT**

All Parties agree to the following:

1. This Agreement shall be effective upon the initial use of the Vanpool and continue in full effect until terminated by either party as described within this Agreement. Some parts of this Agreement may remain in force even after a Participant leaves the Vanpool Program (e.g., responsibilities for fares, damages, etc.).
2. A Participant may terminate this Agreement for any reason by providing UTA with written notice of the intent to terminate by the fifteenth day of the month in which the termination will be effective. Participants are responsible for paying monthly amounts due and owing until UTA receives Participant's written notice of termination. Participants who fail to provide written notice by the 15th day of the month in which they terminate the Agreement agree to pay a penalty equivalent to fifteen days of their monthly fare payment.
3. Participants must comply with all policies and procedures described in the Vanpool Operations Manual located at [www.rideuta.com/vanpool](http://www.rideuta.com/vanpool), which may be amended from time to time at UTA's discretion. Participants are responsible for understanding and complying with these policies and procedures and all subsequent amendments. Failure to comply may result in suspension of vanpool privileges or termination of this Agreement.
4. UTA retains the right and sole responsibility to modify a Participant's status as a Driver or Bookkeeper at any time, at its sole discretion.
5. UTA may terminate this Agreement at any time for any reason, at its sole discretion, by providing telephonic notice at the telephone number provided by Participant or by providing notice to Participant at the email address provided by Participant. Upon termination of this Agreement, the Participant shall cooperate fully in the return of the Vehicle, equipment, records, materials, and keys ("collectively Equipment"). If UTA terminates this Agreement for failure to pay monthly fares, the Participant shall return Equipment within 24 hours of termination. Upon UTA's termination for any other reason, Participant shall return Equipment on the date and location identified by UTA in its notice of termination.
6. This Agreement may only be modified by UTA.

## **SECTION 2: VANPOOL AND RIDEVAN PLUS PARTICIPANTS**

All Vanpool Program Participants agree to:

1. Complete any required orientation and training prior to participating in the Vanpool Program.



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2. Provide current contact information to UTA. If a Participant's mailing address, telephone number or email address changes, the Participant must provide new information to UTA prior to the fifth day of the following month.
3. Wear a seat belt at all times while in the Vehicle.
4. Comply with all applicable local, state, and federal laws.
5. Keep the Vehicle in a safe, clean, and orderly condition.
6. Refrain from the use of all alcohol and tobacco products, including electronic cigarettes, while in the Vehicle.
7. Limit the use of the Vehicle to authorized Participants.
8. Refrain from making any modifications to the Vehicle without prior authorization from UTA.
9. Refrain from operating the Vehicle unless authorized by UTA or in emergency situations.
10. Notify the Driver in advance of all absences.
11. Establish and comply with the day-to-day operational rules of the Vehicle as determined by a majority vote of the Participants or by UTA.
12. Permit UTA to substitute an alternative Vehicle at UTA's sole discretion.
13. Cease participating in the Vanpool Program upon termination of this Agreement.
14. Not discriminate on the basis of race, religion, color, sex, age, sexual orientation, national origin, or disability in any manner contrary to applicable local, state or federal laws and regulations.
15. Indemnify and hold harmless UTA, its authorized agents and employees from all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of or resulting from participation in the Vanpool Program or use of the Vehicle, including, but not limited to, any delays, tardiness, failure to make an appropriate or scheduled pickup, absence of the Vehicle, the inability to use the Vehicle, termination of the Vanpool Program, and/or any acts or omissions of the Vanpool Program Participants.

## **SECTION 3: RIDEVAN PLUS PARTICIPANTS**

All RideVan Plus Participants agree to:

1. In the event Participants do not have a current Eco Pass or Eco Pass Rewards at the time Participant enters into this Agreement, UTA shall issue each RideVan Plus Participant with an Eco Pass as part of the monthly fares. In the event this Agreement is terminated by either party, the Eco Pass issued under this Agreement will be deactivated and will no longer be accepted as valid fare on any UTA service.
2. Eco Passes issued to a Participant under this Agreement and in compliance with this Agreement, when used by such Participants to "tap-on" and "tap-off" at designated card readers when boarding and alighting a UTA transit vehicle in accordance with UTA's EFC Rules, shall be recognized as full fare for fixed route bus, express bus, MAX bus rapid transit, Streetcar light rail, TRAX light rail, and FrontRunner commuter rail routes operated by UTA. Eco Passes are not recognized as valid fare on UTA's ski service routes, route deviation trips, Park City Connect Service routes, or special service routes, including ADA Paratransit and Flextrans service.
3. UTA has the right to confiscate an Eco Pass at any time from any person who UTA reasonably believes is not an eligible user. UTA has the right to confiscate any pass that UTA reasonably believes has been duplicated, altered or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the Eco Pass in any unauthorized way. UTA will deactivate an Eco Pass that is confiscated and the RideVan Plus Vanpool Participant will receive no credit for such Eco Pass and may be terminated from the Vanpool Program.
4. Eco Passes are not transferable to any other person other than the RideVan Plus Participant to whom it was issued.
5. UTA will charge a fee of \$5.00 for each lost or stolen Eco Pass.



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6. Ride Van Plus Participants using Eco Passes must comply with Electronic Fare Collection ("EFC") rules located at [www.rideuta.com/uploads/EFCCardholderRules\\_7\\_27\\_11\\_links1.pdf](http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf) in effect as of the date of execution of this Agreement, including any addenda referenced therein. Failure to do so may result in criminal or civil penalties.

## **SECTION 4: BOOKKEEPERS**

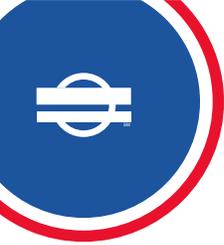
Participants in the Vanpool Program must designate a Participant to serve as a Bookkeeper for the Vehicle. Bookkeepers agree to:

1. Verify the Participant roster and individual roles (Primary Driver, Backup Driver, and Participant) on a monthly basis.
2. Report any changes to the Vehicles monthly mileage or a Participant's status by the fifteenth day of the month.
3. Submit daily ridership and odometer readings on a monthly basis by the fifth day following the end of month online at [www.utacommuter.com/uta2](http://www.utacommuter.com/uta2).

## **SECTION 5: DRIVERS**

Approved Drivers will be considered either a Primary Driver or a Backup Driver ("Drivers"). Only UTA approved Drivers are eligible to operate a UTA Vehicle. UTA maintains the right to revoke a Driver's privileges at any time at its sole discretion. All Drivers agree to:

1. Comply with and meet the Driver Selection Criteria as described in the Vanpool Operations Manual and as certified in the Vanpool Driver Application.
2. Allow UTA to request and monitor motor vehicle records for Drivers with Utah issued drivers' licenses on a monthly basis. Out-of-state Drivers will request and submit a current copy of their motor vehicle record and annually thereafter on the month following the Driver's date of birth.
3. Notify UTA within two business days if the Driver no longer meets the Driver Selection Criteria and immediately stop operating the Vehicle.
4. Notify UTA within twenty-four hours of any accident or citation involving the Vehicle.
5. Successfully complete all Driver orientation and training requirements prior to taking possession of and operating a Vehicle.
6. Participate in Driver retraining as required by UTA.
7. Exemplify safe, courteous driving habits and observe all traffic laws and regulations.
8. Resolve any citations resulting from the operation, parking, or towing of a Vehicle.
9. Wear a seatbelt and ensure all passengers are wearing their seatbelts when riding in the Vehicle.
10. Refrain from the use of cellular phones or other personal audio and video devices while operating a Vehicle.
11. Coordinate all maintenance, cleaning, and servicing of the Vehicle as specified in the Vanpool Operations Manual.
12. Refrain from holding themselves out as employees or agents of UTA. Drivers are considered to be volunteers under federal and state laws.
13. Do not allow any other Participant to operate the Vehicle except in emergency situations.
14. Drive the Vehicle to and from the established destination, picking up and dropping off Participants in accordance with mutually established routes and schedules.
15. Comply with requirements related to personal use of Vehicles as specified in the Vanpool Operations Manual.
16. Fuel the Vehicle and maintain UTA issued fuel cards in accordance with UTA policies and procedures as described in the Vanpool Operations Manual.
17. Acknowledge that they have full liability and responsibility for all damage to Vehicles that occurs when the Vehicle is used in a manner inconsistent with this Agreement and/or the Vanpool Operations Manual.



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## **SECTION 6: FARE PAYMENT**

All Participants in the Vanpool Program agree to the following:

1. Pay all monthly fare payments, as posted on UTA's website, in full by the fifth day of each month. This requirement applies to Participants who receive payment subsidies provided by a sponsoring organization for less than the full amount of their monthly fare. UTA will charge a one percent (1%) per month late fee on all balances due under this Agreement that remain unpaid after the fifth day of each month.
2. UTA may suspend fuel card privileges for any Vehicle that has a Participant with an overdue balance until the balance is paid in full. Fuel purchases made after the suspension of fuel card privileges are not eligible for reimbursement by UTA.
3. Report roster changes to UTA by the fifteenth day of each month. Changes to the roster reported after the fifteenth day of each month will not be reflected until the following month's billing cycle.
4. UTA may increase and/or decrease the amount of the monthly fare on a quarterly basis to reflect changes in UTA's operating costs. UTA shall give Participants thirty days' advance written notice of the change in the monthly fare.
5. Pay all expenses incurred by UTA in the collection of fares due, including attorneys' fees and costs. UTA will terminate this Agreement for any Participant who has an unpaid balance for sixty days or more.

## **SECTION 7: UTA**

UTA agrees to:

1. Provide fuel, servicing, and maintenance of Vehicles.
2. Train Drivers and Bookkeepers to fulfill their administrative obligations, including providing instructions for ridership reporting, adding and removing Participants.
3. Provide maintenance loaner Vehicles by reservation on a first come, first served basis.
4. Establish and maintain a fare schedule for participation in the Vanpool Program.
5. Provide Participants with the Vanpool Operations Manual (located at [www.rideuta.com/vanpool](http://www.rideuta.com/vanpool)) containing the policies and procedures applicable to the Vanpool Program.
6. Provide liability coverage at statutory limits for the Vehicle including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection for Vehicles operated by a UTA approved Driver in compliance with this Agreement and the Vanpool Operations Manual.
7. Ensure, to the best of its ability, that no person is subjected to discrimination in the conduct of the Vanpool Program on the basis of race, religion, color, sex, age, national origin, or disability in any manner contrary to applicable local, state and federal laws and regulations.