



## VANPOOL DRIVER AGREEMENT

This agreement, made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the ADA COUNTY HIGHWAY DISTRICT, acting by and through the Ada County Highway District Commissioners whose address is 3775 Adams Street, Boise, Idaho, 83714, hereinafter referred to as

"DISTRICT", and, \_\_\_\_\_  
(Please print full name)

whose address is \_\_\_\_\_,  
hereinafter referred to as "DRIVER".

WHEREAS, the "District" and the "Driver" desire to cooperate in reducing energy consumption, traffic congestion, and air pollution through initiation of commuter vanpool service;

WHEREAS, the "District" desires to form an operating Commuter Vanpool, wherein District will provide to "Driver" a van, and assist in forming and maintaining a vanpool for the benefit of commuters, and to render such other reasonable assistance as may be required for the function of the vanpool;

WHEREAS, "Driver" desires to be an operator of a van during the term of this agreement.

### W I T N E S S E T H:

1. **RESPONSIBILITIES OF DRIVER:** Drivers of the Ada County Highway District Commuteride Vanpool Program, hereby agree to maintain, and to perform the following services:
  - A. Driver agrees to maintain and keep in full force and effect a valid Idaho Motor Vehicle Operator's license as defined in Idaho Code 49-303(c). Members of the military, and/or residents of Oregon will be exempt from this requirement, but must show proof of valid license from their home state before being approved as a Commuteride driver, and then every year thereafter.
  - B. Driver agrees to drive said van to and from the work location and to pick up and deliver the other commuters who pay consideration to ride in said vanpool.
  - C. Driver agrees to arrange for minor periodic maintenance of said vehicle, and to keep said vehicle clean, weather conditions permitting.
  - D. Driver agrees to keep an accurate record, in form and in detail satisfactory to District, covering the operation, expense and all income earned from passengers using the Commuteride Vanpool Program.

- E. Driver agrees to remit all fares to District at such intervals as shall be determined by District.
- F. Driver further agrees to submit to District any and all bills incurred in operating and maintaining said vehicle at such intervals as shall be determined by District.
- G. Driver agrees to make no modification, changes, or installation of equipment on said vehicle without the express written permission of District.
- H. Driver agrees to return the van to District on demand in as good condition as received, normal wear and tear expected.

2. **RESPONSIBILITIES OF DISTRICT:** The responsibilities of District pursuant to this agreement are as follows:

- A. District shall approve the designation of each Driver who operates motor vehicles pursuant to the Vanpool Driver Agreement.
- B. District will offer one (1) Driver per Vanpool Route free transportation to and from work so long as Driver shall operate said van pursuant to the terms of this agreement.
- C. District will assist Driver to locate potential Vanpool members.
- D. District will provide printed forms for, and assistance in the maintenance of, the record keeping of all vehicles used pursuant to the Commuteride Vanpool Program.
- E. District shall receive fares from all participants in the Commuteride Vanpool Program, and pay any and all bills incurred in the operation of said vehicle, except as hereinafter set out herein.

3. **GENERAL CONSIDERATION:**

- A. It is hereby agreed and understood by and between the parties hereto, that the operation of a van pursuant to the Commuteride Vanpool Program to transport commuters, is permitted only by the Driver as specified pursuant to this agreement.
- B. The vehicle used pursuant to this agreement shall not carry any commuters to and from work location other than paying vanpool members or riders participating in the free trial ride.
- C. The Commuteride Vanpool Program provides one free driver fare per month, per Vanpool Route. In a shared driving responsibility, the primary driver is still responsible for the report and all maintenance care items with the van.
- D. The vehicle herein shall not be used to carry any passengers, or freight for hire, for ridesharing or for any other purpose other than is specifically set out pursuant to this agreement. The Driver may use the van for personal trips under conditions and rates set

forth in Attachment A. The Driver is responsible for scheduling and monitoring all personal use of the van.

- E. The Driver shall not overload the vehicle beyond the specified carrying capacity, or operate the vehicle on flat or insufficiently inflated tires.
- F. The vehicle shall not be used to pull any trailers.
- G. The vehicle used herein shall be operated only on existing public and private streets and rights-of-way.
- H. The vehicle shall not be used for any purpose requiring the removal of any seats, or any fixtures or attachments located in, upon, or attached to said vehicle.
- I. Driver of the vehicle herein, agrees to be solely responsible for all individual fines and penalties for parking, traffic and speeding violations. Should the District herein be required to pay any fines or summons, it may be billed to the Driver for same.
- J. The Driver of the vehicle, pursuant to this agreement is responsible to promptly report any accident or incident involving bodily injury or property damage to District within twenty-four (24) hours of the accident or incident. Such reporting is to be made in accordance with the procedures outlined by the Idaho State Law and the Insurance Carrier. Such procedures will be available in the vehicle at all times. Such report is also to include injury to any passenger in the van, even though no other party was involved.

- 4. **TERMINATION:** This agreement may be terminated by either party upon thirty (30) days written notice, delivered to the other party in person, or by use of the United States mail. District herein shall also have the right to terminate this agreement for failure of Driver to provide adequate service, maintain a valid motor vehicle license, failure or refusal to sign annual Vanpool Driver Agreement, or to properly care for said motor vehicle during the time that said vehicle is in Driver's possession.

\_\_\_\_\_  
DRIVER/OPERATOR

DATE \_\_\_\_\_

*ACCEPTED:*

ADA COUNTY HIGHWAY DISTRICT

\_\_\_\_\_  
Vanpool Operations Coordinator

DATE \_\_\_\_\_