Volunteer Vanpool Driver Agreement

This agreement is between the approved volunteer driver and back-up driver (hereinafter called “Driver”) and the Centre Area Transportation Authority Commuter Program (hereinafter “CATA.COMMUTE”). This agreement shall become effective on the date it is signed below by the approved Driver. By entering into this Agreement, CATA.COMMUTE does not actually or impliedly waive any immunity that it may have as a local agency of the Commonwealth of Pennsylvania.

In consideration for participation in the CATA.COMMUTE Vanpool Program, the undersigned Driver represents and agrees to:

1. officially register with the CATA.COMMUTE RideShare program;
2. participate in the vanpool as a volunteer driver and will only use the vehicle to pick up, transport and deliver other vanpool participants to and from pickup locations;
3. maintain a valid PA driver’s license and notify CATA.COMMUTE immediately of any changes or restrictions to operating privileges;
4. authorize CATA.COMMUTE to obtain driver record history and criminal background checks, as needed;
5. notify CATA.COMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
6. not use the van to propel or tow any trailer or other vehicle;
7. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
8. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
9. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
10. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
11. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
12. observe width and height clearance requirements at all times;
13. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service, and inspections to assure safe van operations;
14. return the van in the same condition as when delivered (less ordinary wear and tear);
15. notify CATA.COMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
16. not use the van to propel or tow any trailer or other vehicle;
17. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
18. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
19. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
20. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
21. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
22. observe width and height clearance requirements at all times;
23. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service, and inspections to assure safe van operations;
24. return the van in the same condition as when delivered (less ordinary wear and tear);
25. notify CATA.COMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
26. not use the van to propel or tow any trailer or other vehicle;
27. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
28. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
29. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
30. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
31. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
32. observe width and height clearance requirements at all times;
33. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service, and inspections to assure safe van operations;
34. return the van in the same condition as when delivered (less ordinary wear and tear);
35. notify CATA.COMMUTE staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
36. not use the van to propel or tow any trailer or other vehicle;
37. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
38. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the Vanpool Program;
39. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
40. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;
41. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
39. have back-up plan in case of van breakdown or emergencies;
40. help recruit and maintain ridership in vanpool;
41. defend, indemnify and hold CATACOMMUTE harmless for all damages to person or property that may occur in a collision or accident while driving in violation of the Handbook policies or from health-related issues not reported to CATACOMMUTE;
42. not smoke in or within 25 feet of the van;
43. not drink alcohol in the van;
44. indemnify, defend and hold harmless CATACOMMUTE, CATACOMMUTE, its authorized agents and employees, for any claims of any nature due to acts or omissions in violation of this Agreement or beyond the scope of the limited license to use the van granted by CATACOMMUTE limited strictly to the terms of the Vanpool Program, and from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick up, absence of the van or termination of the program;
45. Volunteer driver further acknowledges and agrees to comply with all CATACOMMUTE policies and all laws governing the Vanpool Program concerning the prevention of discrimination and harassment. Ridership and participation in the Vanpool program shall not be denied or restricted based on any trait protected by law, such as race, religion, gender, national origin, or disability status. Volunteer driver is responsible for ensuring that his/her van complies with these policies and is responsible for reporting to CATACOMMUTE any complaints or concerns that are received concerning this subject matter.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of CATACOMMUTE during my participation in the Vanpool Program. This means that I agree that I am responsible and accountable for my own actions associated with participation in the Vanpool Program. As such, I agree to defend and indemnify CATACOMMUTE, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold CATACOMMUTE, its officers and agents, harmless for any acts or omissions of any nature by fellow participants in the Vanpool Program, including my removal from a vanpool group, because I agree that they are not agents or representatives of CATACOMMUTE and CATACOMMUTE is not responsible for them. I understand and agree that Vanpool privileges are revocable by CATACOMMUTE any time for unsafe practices and failing to adhere to vanpool policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

CATACOMMUTE agrees to:

1. provide comprehensive coverage for all vans that is at least the minimum required by law. This is a total insurance limit available to all parties including CATACOMMUTE and the Driver. CATACOMMUTE will allocate this available limit as appropriate. Driver will pay first $1000 of damage to van as result of an at-fault collision due to gross negligence.
2. attempt to provide loaner van when the vanpool vehicle is out of service, reserved on a first-come, first-served basis;
3. coordinate maintenance, inspections, and servicing of the van with the Driver;
4. assist Driver in recruiting participants when needed;
5. provide Driver orientation consisting of safe driving practices and vanpool responsibilities
6. attempt to assist vanpool in case of breakdown.

Driver Name (please print) _____________________________________ ______________________
Address _________________________________________________________________________
Phone _________________________ Email ___________________________________________ [required]
Van # and/or Name: ______________________________________

Signature: __________________________________________ Date: ___________________

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