



**CENTRE AREA TRANSPORTATION AUTHORITY
Volunteer Vanpool Driver and Back-Up Driver Agreement**

This agreement is between the approved volunteer driver and back-up driver (hereinafter called "Driver") and Centre Area Transportation Authority (CATA). This agreement shall become effective on the date it is signed below by the approved Driver. By entering into this Agreement, CATA 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 Vanpool Program, the undersigned Driver agrees:

1. to officially register with the CATA COMMUTE RideShare program;
2. to 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. to maintain a valid PA driver's license;
4. that he/she is at least 25 years of age;
5. to allow CATA to obtain driver record history and criminal background checks, as needed;
6. not to have any record of convictions for serious offenses such as reckless or careless driving, driving under the influence of alcohol or drugs, operating a motor vehicle with a suspended or revoked license, school bus stopping or passing violations, leaving the scene of an accident involving personal injury or property damage, or motor vehicle homicide;
7. not to have more than one moving violation or at-fault accident in past rolling 36 months;
8. to notify CATA staff within 24 hours of any moving violation while operating any vehicle;
9. to abide fully by CATA's Substance Abuse Policy (copy provided);
10. to complete driver safety orientation;
11. to return the van in the same condition as when delivered (less ordinary wear and tear);
12. supply a secure place for "at home" parking of the van, preferably in a locked garage;
13. to not drive over bridges posted to allow vehicles weighing only four (4) tons or less;
14. to maintain a clean vehicle, purchase gasoline for the vehicle, comply with recommended or required maintenance service,
15. not drive outside of a 60-mile radius from the Centre Region to pick up and drop off passengers;
16. to operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations;
17. to be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle;
18. to notify CATA staff immediately of any incident involving property damage, bodily injury, or van damage or loss, and provide written incident report as soon as possible;
19. not to use the van to propel or tow any trailer or other vehicle;
20. not to allow loading the van beyond the stated passenger and/or weight capacity and can not transport any property deemed hazardous;
21. not to drive the van off-road or in any potentially unsafe environments;
22. not to use any cell phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle.;
23. to forward fare payments to CATA for the full amount no later than the 10th of each month;
24. to abide by all laws, regulations, manuals, policies and requirements established by CATA and the majority of vanpool members;
25. to operate the van only when all passengers are seated and wearing seat belts;
26. to keep appropriate records as required by CATA;
27. to immediately resign from driving if any personal health issues render you unsafe to drive;

28. to indemnify and hold CATA harmless, its authorized agents and employees, for his/her actions or inactions outside the scope of this Agreement, 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;
29. that Driver privileges are revocable by CATA at any time for any reason as deemed appropriate by CATA such as for unsafe driving practices, failing to adhere to PA Vehicle Code or vanpool policies and procedures, and inappropriate behavior;
30. to safely operate a 12-15 passenger van and to understand and apply the principles of defensive driving;
31. to be held liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and maintenance schedules;
32. to immediately report to CATA staff any safety or maintenance issues;
33. to plan the most direct route to and from work sites;
34. to have back-up plan in case of van breakdown or emergencies;
35. to be liable for all damages that may occur in a collision or accident while driving in violation of the Substance Abuse Policy or from health-related issues not reported to CATA;
36. to speak and behave in a reasonable and courteous manner;
37. to demonstrate good, personal hygiene as a courtesy to the vanpool group,
38. not smoke while inside the van.

CATA agrees to:

1. provide automobile liability with \$5,000,000 combined single limit per occurrence as result of bodily injury and/or property damage liability from negligent operations of a van; uninsured motorists with \$15,000 limit per person subject to a maximum \$30,000 limit per occurrence; and comprehensive collision. This is a total insurance limit available to all parties including CATA and the Driver. CATA 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 <i>(please print)</i>	Vanpool Name: _____
Address	
Home or Cell Phone	Email
<i>Signature</i>	<i>Date Signed</i>