



# Vanpool Alliance Participation Agreement

## Terms and Conditions

This agreement sets forth the terms, conditions, and responsibilities of the program participants in the Vanpool Alliance program. The Program is administered by the Potomac and Rappahannock Transportation Commission (PRTC). The Participant shall refer to all persons or institutions that sign the agreement and have been approved for participation. Each Participant has read, acknowledges, and agrees to abide by the following terms and conditions.

## Voluntary Participation

Participant shall be considered a volunteer under the law, and does not have any status as an employee or contractor with PRTC. Participant acknowledges that participation in the program is voluntary and that such participation is not acting in or required by the course of official company business, nor does it in any manner establish an employer - employee relationship with PRTC. Program Participants are required to sign the Vanpool Participation agreement and it is based upon that signature that the \$300 monthly reimbursement is made.

## Participant Reporting Responsibility

Participant shall record and maintain daily and monthly records as required by PRTC using the required forms and formats as provided by PRTC and shall submit required data as instructed and scheduled by PRTC.

## Allowing Public Access

Participant shall act to ensure that no person or persons shall be denied the opportunity to participate in, nor be subject to discrimination in the conduct of the vanpool because of race, creed, sex, age, ethnicity, disability, or employer group.

The Participant understands that the Program provides a referral service for those interested in riding in a vanpool that is open to the general public and makes no claims as to the background or character of referrals. The Program shall have no liability or responsibility for acts of omission of vanpool passengers or referrals.

## Participant Violation of Agreement

The Program retains the right to pursue actions against any Participant that acts in violation of this agreement, misrepresents vanpool operation, or engages in inappropriate use of the vanpool and/or the

Program affiliation. The Program may take actions including, but not limited to, discontinuing the Participant's enrollment, pursuing claims against the Participant, and seeking prosecution of the Participant.

## **Program Indemnification**

The Program, its officers, or employees shall not be responsible for any damage or liability occurring for any reason to anything done or committed to be done by the Participant under or in connection with any work performed by and or services provided by the Participant, their employer, officers, agents, employees and subcontractors under this Agreement. The Participant shall fully indemnify, defend, and hold The Program and PRTC and its officers, agents, and employees harmless from and against any liability and expenses including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Participant's participation in the Vanpool Alliance program, including without limitation (i) breach of Participant's obligations under this Agreement; or (ii) any act or omission of Participant, or their employer, officers, agents, employees, or subcontractors in connection with its participation in the Vanpool Alliance program. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.

## **Vanpool Alliance Participant Guidelines**

The Vanpool Alliance program is a cooperative effort among the George Washington Regional Commission (GWRC), the Northern Virginia Transportation Commission (NVTC) and the Potomac and Rappahannock Transportation Commission (PRTC), designed to broaden commuter travel options through increased vanpooling, reduce peak period traffic congestion, and improve air quality in the region. The program is administered by PRTC.

## **Eligibility**

The Vanpool Alliance program provides a monthly program participation payment of \$200<sup>1</sup> to vanpools with a maximum capacity of 7-15 passengers that have origins and/or destinations in or travel through the Northern Virginia Region (as defined in Fig 1.0), are not currently participating in a vanpool payment program (other than Virginia's VanSave or VanStart programs) and have completed a Program Application, signed the Participant Agreement and been approved by the program. Services that are not open to the general public (for example, shuttles or vanpools whose ridership is restricted to a single employer or institution) are not eligible.

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<sup>1</sup> The Program reserves the right to revise the monthly payment amount at any time during the term of this agreement.

## Participant Termination

The Program retains the right to discontinue Participant enrollment and terminate this Agreement immediately or withhold payment payments, pursue claims, demands or lawsuits against, or seek prosecution of any Participant for any of the following reasons:

- a) Misrepresentation of vanpool operation and/or inappropriate use of the Program services
- b) Failure to submit daily, monthly, and other scheduled records to PRTC as required;
- c) The operation of the vehicle becomes inconsistent with Program eligibility requirements;
- d) Failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the Program Participation Guidelines;
- e) Failure to abide by Program Terms and Conditions or the Program Participation Guidelines; or
- f) Discontinuance of vanpool operation during the term of Agreement.

Termination notification shall be confirmed by telephone, electronic mail, or by postal mail service to the current address on record.

This Agreement, the Program Participation Guidelines and the Program Participation Application, contain all the terms and conditions of the Agreement between the Program and the Participant. Any changes or additions to the Agreement must be in writing and signed by all parties. The captions or headings on any paragraph in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to limit the right of the Program to adjust or modify its services or perform any other lawful functions.

The Program agrees, during the term of the Agreement to:

- a) Provide monthly Program payment of \$300<sup>2</sup> per month payable to vehicle owner/Contractor pursuant to the terms of the Program.
- b) Provide Participant with all policies, rules, report forms with instructions, and schedules applicable to the Program.
- c) Collect and record all agreements, reports, surveys, and other program correspondence as required of the program or requested by the Program.
- d) Promote, advertise and provide ridesharing referral services for program participation and vanpool seat availability.
- e) Cooperate to ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, ethnicity, color, sex, age, sexual orientation, disability, or employer group.

Participant agrees, during the term of the Agreement to comply with these Agreement Terms and Conditions and the Vanpool Alliance Program Participation Guidelines.

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<sup>2</sup> The Program reserves the right to revise the monthly payment amount at any time during the term of this agreement.

It is herein acknowledged that:

- a) The Program retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the Program if the Program deems that it is in the best interest of the agency to do so.
- b) The Program reserves the right to establish a wait list for program enrollment, change or cancel the program at any time, without obligation, at the sole discretion of the Program.
- c) The Program is authorized to promote, advertise, and release to the general public vanpool route information, seat availability and participant e-mail and/or telephone contact information for passenger solicitation purposes.

## **Term of Agreement**

The Agreement shall be effective as of the date signed by the Participant and shall continue in full force until one of the parties terminates the Agreement by giving the other party written notice 30 days prior to the planned date of termination.

## **Application and Enrollment**

To apply, each vanpool must complete a Vanpool Alliance program Application, a Program Participation Agreement, and submit them to the program for approval. Applicants will be notified of approval within 30 days of application.

## **Enrollment Evaluation**

The Program will review each Participation Application for eligibility and completeness and authorize enrollment based on the following eligibility rules:

- a) Vanpools must travel through or have an origin or destination in the Northern Virginia region as defined in the attached map.
- b) Vanpools must begin service with at least a 50% vehicle occupancy rate, e.g. a 7-passenger van will qualify to start with a minimum of 4-passengers including the driver.
- c) Available vanpool seats must be advertised and open to the public.
- d) Vanpools must have a certificate of insurance on file with The Program.
- e) Vanpool vehicles must be maintained in good working order and be no more than 10 years old with a mileage of 300,000 miles. The program reserves the right to not approve/terminate program participation due to failure to maintain vehicles to safe standards as determined by program staff.
- f) Vanpool agreement holder must agree to all Program terms and conditions, including reporting monthly and periodic operating data and costs to the program as requested.
- g) Vanpool must be covered by a comprehensive insurance policy with no less than \$1,000,000 in coverage.

## **Maintaining Vanpool Alliance Program Enrollment**

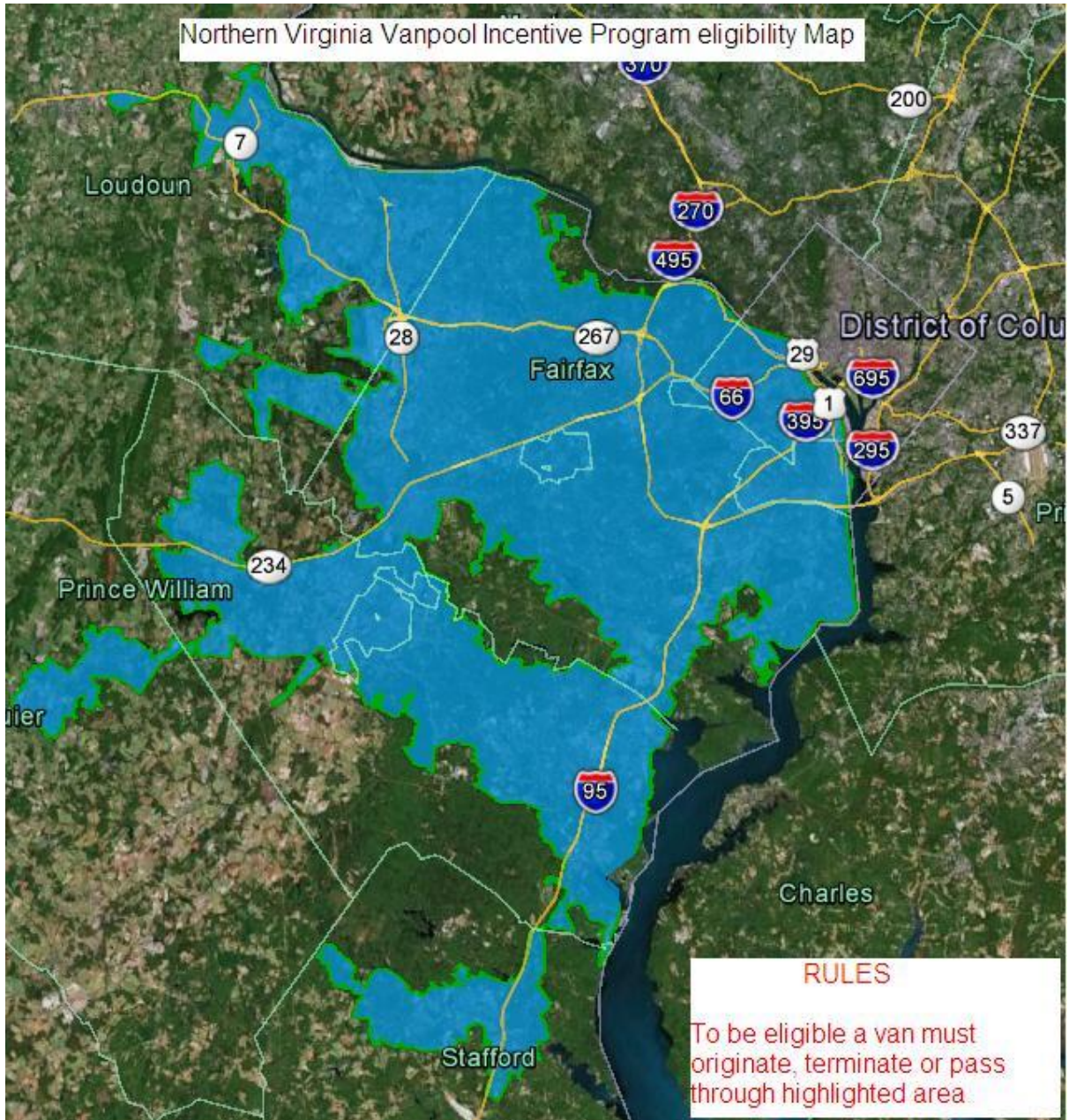
The Program retains the right to deny approval for any new vanpools and to terminate the funding of any individual vanpool or the entire program if the Program deems it to be in its best interest to do so. At which point the \$300 monthly payment will also terminate. There are certain requirements for maintaining enrollment in the Vanpool Alliance program. Vanpool agreement holders must:

- a) Provide to program as required or requested the following information (the Program retains the right to amend or add reporting requirements):
  1. Reporting vehicle breakdowns, changes in vehicle assignments, purchase of new vehicles and accidents or incidents involving vehicles enrolled in this program
  2. Vanpool route information including pick-up and drop-off points and times of service
  3. Operating costs (including lease or purchase payments, fuel, and maintenance) and passenger fares
  4. Maintenance records when requested
  5. Passenger and boarding lists in the form of a daily passenger log
  6. Any changes in vanpool ridership
  7. Daily odometer readings and mileage reports
  8. Current driver and alternate driver contact information
  9. Vehicle information including make, model, and year of manufacture
  10. Occasional surveys as requested
  11. Proof of insurance in the form of a valid certificate of insurance demonstrating a comprehensive insurance policy with no less than \$1,000,000 in coverage.
- b)
  1. Maintain a minimum of 50% vehicle occupancy.
  2. Follow the program participation guidelines and terms of agreement as described herein.
  3. Continue to display program logo magnet for duration of time in program.

## **Governing Law and Choice of Forum**

This Agreement and any disputes hereunder shall be governed by the laws of the Commonwealth of Virginia. It is further agreed that all disputes and matters whatsoever arising under, in connection with or incident to this Agreement, shall be litigated, if at all, in and before a state Court located in the County of Prince William in the Commonwealth of Virginia or a federal Court located in the Eastern District of Virginia, and any appropriate appellate Court thereof, to the exclusion of the courts of any other state, territory, country or other jurisdiction.

Fig 1.0



A dynamic and searchable version of this map can be seen at <http://goo.gl/maps/HdwgF> And is recommended to be used to ensure eligibility in program boundary areas



# Vanpool Alliance

## Participant Application Form

(revised 5-3-21)

### INSTRUCTIONS

1. **All fields** must be completed on this form.
2. Return form to the Vanpool Alliance program.
3. For assistance in filling out this form, please contact the Vanpool Alliance program.

Section A – Vanpool Owner & Contact Information				
Application Date (MM/DD/YYYY)		Vanpool Owner		
Street Address		City	State	Zip
New or Pre-Existing Vanpool? <input type="checkbox"/> New <input type="checkbox"/> Pre-Existing		Vanpool Start Date (MM/DD/YYYY)		
Owner Contact Information		Contact Information (For ride-matching services)		
Telephone ( ) Ext		Telephone ( ) Ext		
E-Mail		E-Mail		
Person to Contact?		Person to Contact?		

Section B – Vehicle Information		
Year (YYYY)	Make	Type (Model, Color)
VIN Number		Unit Number
License Plate (State, Number)	Odometer	Seating Capacity (including driver)
Vehicle Insured By	Coverage Amount (\$)	Fare per Passenger (\$)
Monthly Lease Rate If Applicable Excluding Gas (\$)		
Vehicle Purchase Date (\$)	Vehicle Purchase Price (\$)	



**Section C – Schedule and Route Information**

Days of Vanpool Operation  Monday to Friday OR  Mon  Tue  Wed  Thu  Fri  Sat  Sun

**AM Route**

Location (Address or Intersection)	City	Time
Ex: 25 Sudley Rd, 2nd Av @ Worth St, Macys at Manassas Mall	Ex: Manassas, Washington	:
		:
		:
		:
		:
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**PM Route**

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		:
		:

**Identify any variations to your weekly vanpool schedule**

Ex: We leave work early on Friday afternoons at 4:00 PM, so all PM pick-up and drop-off times occur one (1) hour earlier than times listed above.

**Corridor Based Commuter Choice Funds**

Vanpool Alliance is making available up to an additional \$200 in the I-66 corridor to pay for parking costs. Vanpool Alliance is also doing the same in the I-395 corridor along with an additional \$400 for vans that meet terms and conditions. ( full terms and conditions can be seen at <http://vanpoolalliance.org/about/resources/> )

I would like to receive if eligible  Corridor based payment  Standard Vanpool Alliance Compensation



**Section D – Passenger List** (Please attach a pre-existing roster list, or complete the fields below)

Commuter's Name (Last, First)	Commuter's Pick up Location <i>(if different from origin)</i>	Status (Circle all applicable)		Telephone
	Commuter's Drop Off Location <i>(if different from destination)</i>			E-Mail
Doe, Jane	PRTC Transit Center	Primary Driver	<input checked="" type="checkbox"/> Alt. Driver	( 703 ) 555-1212
	Pentagon	Coordinator	Bookkeeper	email@email.com
1.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
2.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
3.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
4.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
5.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
6.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
7.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
8.		Primary Driver	Alt. Driver	( )

		Coordinator	Bookkeeper	
9.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
10.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
11.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
12.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
13.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
14.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	
15.		Primary Driver	Alt. Driver	( )
		Coordinator	Bookkeeper	

**Section E – Program Terms, Conditions, and Authorization**

I have read, understand, agree, certify and will comply with the terms and conditions as stated in the Vanpool Alliance Program Participation Agreement and Participation Guidelines.

**Name (Print)**

**Signature**

**Date (MM/DD/YYYY)**