



VOLUNTEER VANPOOL ALTERNATE DRIVER AGREEMENT

Vanpool Alternate Driver: _____

This Agreement is designed to promote the cooperation essential to the operation of a successful vanpool. It establishes the rights and responsibilities of the Volunteer Alternate Vanpool Driver, hereinafter referred to as "Alternate Driver," in The TMA Vanpool Program and The Transportation Management Association Group of Franklin, Tennessee, a nonprofit 501(c)(3) corporation organized and existing under the Tennessee Nonprofit Corporation Act, hereinafter referred to as "TMA."

This Agreement shall be in effect beginning on the date the Agreement is signed by TMA and the Alternate Driver.

TMA may terminate this Agreement by giving the Alternate Driver a 24-hour written notice (to include fax and electronic mail) to the last provided address, for cause, which may include but not be limited to:

1. Alternate driver is found negligent in part or whole for an accident;
2. A substantiated, written safety complaint is received by TMA;
3. Alternate Driver does not qualify for insurance coverage;
4. Unauthorized personal use of the Van;
5. Non-compliance with the vanpool program's policies or terms of this Agreement.

TMA is not responsible to Driver, Alternate Driver, or Riders for any loss of income, inconvenience or other damages sustained as a result of an interruption in the operation of the vanpool.

As referred to in this Agreement, the

1. **The Alternate Driver** is a vanpool participant (age 25 or older) who has volunteered to be an alternate vanpool driver, has been approved in writing by TMA as an Alternate Driver, and has signed the Alternate Driver Agreement. The Alternate Driver is not an agent, servant, or employee of TMA or RTA.
2. **Rider** means any person who is authorized by TMA through a Rider Agreement to ride in the vanpool vehicle, including the Driver and Alternate Driver.

TMA, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Provide a vehicle for the purpose of operating a vanpool.
2. Provide insurance coverage only for only the vehicle supplied by TMA.
3. Name the Driver and Alternate Driver(s) as the insured. The Alternate Driver agrees that vehicle owner, TMA and the State of Tennessee will be held harmless with regard to any liability for the operation of the vanpool. The insurance policy will reflect this.

4. Pay the insurance deductible cost unless TMA or the insurer rules the cause of the accident as negligence on the part of the Driver or Alternate Driver.
5. Be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed, when inoperable, to the nearest authorized service facility.
6. Provide a backup vehicle by reservation on a first-come, first-served basis for occasions when the vanpool vehicle is out of service.
7. Credit Driver on a prorated basis for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, or until such time as a backup vehicle is made available by TMA.
8. Provide a FleetOne fuel card to the Primary Driver for the purchase of all fuel needs for the Vanpool vehicle as identified in this Agreement.
9. Establish a schedule for routine service and maintenance of the vanpool vehicle at TMA-approved maintenance vendors. Routine service and maintenance expenses will be reimbursed by TMA.
10. Coordinate the vanpool's daily route and schedule with the Primary Driver.
11. Provide an outline of all policy and operational aspects of the vanpool program.
12. Provide all necessary report forms, including instructions for their completion and a submission schedule.
13. Provide sample guidelines and regulations for the daily operation of the vanpool.
14. Allow the Primary Driver and Alternate Driver, with prior approval by TMA, limited personal use of the vehicle outside of normal commuting periods at the rate of 50 cents per mile. If the Van requires repairs while being personally used by the Primary Driver or Alternate Driver, the repairs may be at the Primary Driver's or Alternate Driver's expense. In the event of an accident while driving the van for personal use, TMA will **not** be responsible for providing a backup vehicle for Primary Driver or Alternate Driver while vehicle is being repaired. The Primary Driver or Alternate Driver will be responsible for coordinating other means of transportation for vanpool riders. The Primary Driver and/or Alternate Driver are allowed 100 combined personal miles free each month.
15. Assist in maximizing the vanpool's ridership.
16. Provide Emergency Ride Home (ERH) program vouchers to Riders registered in the ERH program.

THE ALTERNATE DRIVER (age 25 or older), DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Participate in the TMA commuter vanpool as a volunteer alternate driver.

2. Maintain a valid driver's license as required by the State of Tennessee and a good driving record according to TMA Vanpool Driver Qualification Guidelines. TMA will conduct semi-annual Motor Vehicle Record checks and background checks to determine if the Alternate Driver continues to meet the established Driver Selection Criteria.
3. Wear/use safety belts properly at all times while driving the van. Make a reasonable effort to ensure all Riders are wearing their seat belts.
4. Provide dependable and courteous service and notify Riders of mechanical failure and alternate transportation arrangements.
5. Drive the van only on hard-surfaced public streets and highways and other normal access roads and driveways.
6. Park the van in a secure place when not in use. The van is to be parked off-street at the residence of the vanpool Driver or Alternate Driver or other TMA-approved location during non-commute hours.
7. Allow **only** drivers with **written TMA approvals** to operate the van.
8. Complete basic driver training or safety awareness when requested by TMA.
9. Assist TMA in maintaining the vanpool at its maximum ridership.
10. Operate the van in a safe manner in accordance with applicable insurance policies, laws, ordinances, rules and regulations.
11. Be solely responsible for any citation, fee, or other costs resulting from the violation of applicable laws while operating the vanpool vehicle.
12. Notify TMA within 24 hours of any moving violation by Alternate Driver involving the operation of any vehicle and send to TMA proof of the resolution of the violation within thirty (30) days of such resolution.
13. In the case of any incident or accident or any other loss or damage to or involving the vanpool vehicle:
 - a. Immediately notify and provide information to TMA regarding any incident or accident involving bodily injury or property damage or, in the event TMA cannot be notified report to the vanpool insurance provider in accordance with published accident reporting instructions.
 - b. Provide a written accident report to TMA within 24 hours of the incident or accident.
 - c. Cooperate fully with TMA and the insurance provider in all incident or accident investigations and/or settlements.
14. Reimburse TMA based on mileage @ the rate of \$.50 per mile for any use of the van for non-commuting/personal trips in excess of the 100 miles per month allowed for personal use.
15. Notify TMA in the event of any change in the Alternate Driver's principal place of employment or residence.
16. Notify TMA within 24 hours when she/he is no longer in accordance with the established Driver Selection Criteria.

17. Abide by all rules, which may from time-to-time, be established by TMA for the operation of the Vanpool.
18. Abide by arbitration provided by TMA in disputes arising out of the day-to-day operational vanpool rules.
19. Provide the Primary Driver with a 30-day notice of discontinuing role as Alternate Driver.

THE ALTERNATE DRIVER, DURING THE TERM OF THIS AGREEMENT, FURTHER AGREES TO:

1. **Not** transport formal groups, such as church groups, scout troops, athletic teams, etc.
2. **Not** transport any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive, nor contraband material.
3. **Not** tow any trailer, boat, or other vehicle; nor haul garbage or excessive loads; nor for any purpose requiring the removal of seats.
4. **Not** carry passengers for hire, or any business or commercial purpose.
5. **Not** load the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
6. **Not** leave the vehicle and fail to remove all keys, close and lock all doors and windows; and otherwise contribute to the vandalism or theft of the vehicle
7. **Not** use the vehicle in the commission of a crime or illegal activity.
8. **Not** use a cell phone device (including a hands-free cell phone) or personal audio or video equipment while driving the vehicle.
9. **Not** permit smoking in the vehicle.

The Alternate Driver may not assign this Agreement nor rights hereunder.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

This Agreement may be modified only by subsequent written amendment signed by the TMA and the Alternate Driver.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

I have received, read and understand this Agreement.

IN WITNESS WHEREOF, and in consideration of that which has been agreed hereto, the parties have executed this Agreement on the _____ day of _____ 20____.

Alternate Driver Signature Date

Print Name

Work Phone

Home Phone Cell Phone

Address

City State Zip

Email Address

Employer

TMA Staff Signature Date Title

The TMA Group, 708 Columbia Avenue, Franklin TN 37064 615-790-4005

FOR OFFICE USE ONLY

Vanpool Vehicle No: _____ **VIN:** _____
is the property of _____.
Date _____.

_____ shall be named as the
loss payee for the above vehicle.

Vanpool Vehicle No: _____ **VIN:** _____
is the property of _____.
Date _____.

_____ shall be named as the
loss payee for the above vehicle.

Vanpool Vehicle No: _____ **VIN:** _____
is the property of _____.
Date _____.

_____ shall be named as the
loss payee for the above vehicle.

The Driver does not acquire any right or title to the Vehicle. All certificates of title or registration application will be applied for, issued, and maintained in the name of _____.

Maximum Number of Emergency Ride Home Vouchers available per Rider per calendar year: _____.

ADDENDUM
VOLUNTEER VANPOOL ALTERNATE DRIVER AGREEMENT

General Vanpool Operating Policies
Effective December 1, 2010

COMMUNICATION:

- Questions regarding the daily operation of your vanpool will be answered by the Primary Driver or Coordinator (route adjustments, operating hours, payment amounts, etc.).
- All reasonable requests from the Driver or Coordinator should be followed.

HOLIDAY SERVICE:

If two (2) or more riders are working on a holiday, a TMA-approved driver may operate the vehicle **AFTER** notifying the Primary Driver or Coordinator. **NO** changes will be made to the arrival / departure times, route, or stops unless advance notice of the change(s) is given to the Primary Driver/Coordinator.

VOLUNTARY TERMINATION NOTICE:

The Primary Driver or Coordinator has the authority to terminate a member of the vanpool who behaves inappropriately in accordance with the Rider Agreement.

- To avoid additional fees and penalties, written notice is required;
- 30-day notice for the vanpool;
- 15-day notice for a rider.

IMMEDIATE TERMINATION OR SUSPENSION OF A VANPOOL PARTICIPANT:

Threats or any behavior creating an unsafe environment for the operation of the vanpool will result in immediate suspension or termination without notice by The TMA Group

Vanpool
Participant _____
Date _____