



VANPOOL VOLUNTEER PRIMARY DRIVER / COORDINATOR LEASE AGREEMENT

Vanpool Primary Driver/Coordinator: _____

This Agreement is designed to promote the cooperation essential to the operation of The TMA Vanpool Program. It establishes the rights and responsibilities of the Volunteer Primary Vanpool Driver/Coordinator, hereinafter referred to as "Driver," 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 Driver.

The Driver may terminate the Agreement for any reason with a 30-day written notice (unless waived by TMA).

TMA may terminate this Agreement by giving the Driver a 30-day written notice (to include fax and electronic mail) to the last provided address, if: ridership falls below 70% of rider capacity for two consecutive months; operation of the vanpool becomes inconsistent with the evaluation criteria established by TMA; and/or the program is terminated.

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

In the event the Agreement is terminated, the Driver is responsible for returning the vanpool vehicle, all keys, vanpool records and materials to TMA within 48 hours. The van shall be clean and in good condition (ordinary wear and tear is expected). Failure to comply with this requirement will result in a \$100 service charge. Driver and TMA, or their respective agents, shall inspect the van and provide a jointly-signed report on its condition. In the event that negligence, such as unreported damage to the van, is determined by TMA, the Driver agrees to pay to TMA the insurance deductible required to return the van to satisfactory condition.

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.

Termination notifications shall be mailed to the most current address on file with TMA.

As referred to in this Agreement, the

1. **Driver** is a vanpool participant (age 25 or older) who has volunteered to be the vanpool primary driver, who has been approved in writing by TMA as the Primary Driver, and who

has signed the Vanpool Volunteer Primary Driver/Coordinator Lease Agreement. The Driver is not an agent, servant, or employee of TMA.

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.
3. **Coordinator** may be the Driver or any other vanpool rider. This person is responsible for the administrative tasks described in this Agreement, i.e., collecting monthly fees from riders and submitting payment to TMA and submitting required monthly reports to TMA.

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

1. Provide a vehicle for the purpose of operating a vanpool.
2. Provide insurance coverage for only the vehicle supplied by TMA as set forth below:
 - a. Liability
 - b. Medical Payments
 - c. Property Damage Comprehensive
 - d. Collision
 - e. Uninsured Motorist
3. Name the Driver and Alternate Driver(s) as the insured. The Driver agrees that the owner of the vanpool vehicle, the State and TMA 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 insurance carrier rules the cause of the accident as negligence on the part of the 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 fuel card 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 (see #7 on page 6).
10. Coordinate the vanpool's daily route and schedule with the 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 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 vehicle requires repairs while being personally used by the Driver or Alternate Driver, the repairs may be at the 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 Driver while vehicle is being repaired. Driver will be responsible for coordinating other means of transportation for vanpool riders. Driver is allowed 100 personal miles free each month (see #19 on page 5).

15. Assist in maximizing the vanpool's ridership.
16. Provide emergency ride home vouchers (maximum annual limit of vouchers set by TMA).

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

1. Participate in the TMA commuter vanpool program as a volunteer 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 a 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. Establish, in cooperation with TMA, the vanpool route and schedule to pick up, transport, and deliver other vanpool riders to and from their residences (or other locations agreed to by Driver and riders) to their places of employment, education or other institutions.
5. Provide dependable and courteous service to vanpool riders.
 - a. Promptly notify Riders of mechanical failure and alternate transportation arrangements.
 - b. Coordinate the development of day-to-day operation rules for the vanpool (e.g., waiting times, music, etc.).
6. Drive the van only on hard-surfaced public streets and highways and other normal access roads and driveways.
7. 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 other TMA-approved location during non-commute hours.
8. Allow **only** drivers with **written TMA approvals** to operate the van.
9. Obtain maintenance service to include the following:
 - a. Clean vehicle, exterior and interior.
 - b. Compliance with recommended or required maintenance service in accordance with TMA instructions at TMA-approved vendors.
 - c. Conformance with manufacturer's specifications for tire pressure.
10. Obtain prior approval from TMA for any expenditures relating to the safe operation of the van. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of TMA. Any loss of such equipment will be reported to TMA Vanpool Coordinators by the Driver immediately.
11. Enlist and assist TMA with training Alternate Drivers to ensure continued operation of the vanpool.

12. Arrange for at least one Alternate Driver to insure uninterrupted daily van operations on workdays when the Driver is unable to fulfill his/her responsibilities.
13. Complete basic driver training or safety awareness orientation when required by TMA.
14. Assist TMA in maintaining the vanpool at its maximum ridership and submit a signed TMA Rider Agreement on each Rider.
15. Operate the van in a safe manner in accordance with applicable insurance policies, laws, ordinances, rules and regulations.
16. Be solely responsible for any citation, fee, or other costs resulting from the violation of applicable laws while operating the vanpool vehicle.
17. Notify TMA within 24 hours of any moving violation by 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.
18. In the case of any incident or accident or any other loss or damage to or involving the vanpool vehicle:
 - a. Immediately notify the responsible law enforcement agency.
 - b. Notify TMA according to published accident reporting instructions.
 - c. Provide a written accident report to TMA within 24 hours of the incident or accident.
 - d. Cooperate fully with TMA and the vanpool insurance provider in all incident or accident investigations and/or settlements.
19. Make vanpool vehicle available to TMA for mileage verification semi-annually. 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.
20. Notify TMA in the event of any change in the Driver's principal place of employment or residence.
21. Notify TMA within 24 hours when she/he is no longer in accordance with the established Driver Selection Criteria.
22. Abide by all rules, which may from time-to-time, be established by TMA for the operation of the Vanpool.
23. Abide by arbitration provided by TMA in disputes arising out of the day-to-day operational vanpool rules.

THE 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 COORDINATOR (the Coordinator and Driver may be the same person) AGREES TO:

1. Maintain and submit appropriate records as required by TMA.
2. Collect the monthly fares, as established by TMA.
3. Pay the monthly lease fee as described in the ***Fees and Rates*** Section and submit monthly reports to TMA postmarked no later than the tenth (10th) day of the month, either by check, money order, or pre-approved vouchers checks. A late fee of \$25 will be charged for reports or payments postmarked after the 10th of the month. ***This Agreement will be terminated and the van repossessed for summary reports or monthly lease payments not received within 30 days of the due date.*** Non-payment accounts will be turned over to an outside collection agency for collection.
4. Pay TMA any fees relating to late payment and insufficient funds charged to TMA and any other fees incurred by TMA relating to non-payment, including collection fees, attorney fees, court costs, etc.
5. Submit only completed reports of mileage/passenger count, maintenance summary forms and other records as required to TMA, postmarked no later than the 10th of the month for the previous month.
6. Submit only full payments to TMA. Absolutely no deductions are allowed from the monthly vanpool payments. TMA will reimburse the Coordinator for any approved out-of-pocket expenses such as oil changes, van washes (up to \$40 per month), emergency services, etc. Coordinator must request reimbursement by using the TMA Expense Reimbursement Form. Proof of purchase in the form of an original receipt or invoice (stamped "paid") is required.
7. Send payments and reports to:
***The TMA Group
708 Columbia Avenue
Franklin TN 37064
615-790-4005
Fax: 615-790-4091***

Driver/Coordinator 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 Driver/Coordinator.

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.

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
VANPOOL VOLUNTEER PRIMARY DRIVER/COORDINATOR LEASE
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 _____