



The TMA Group VANPOOL RIDER AGREEMENT

Vanpool Rider: _____

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

Rider, as referred to herein, means any person who is authorized by TMA through a Rider Agreement to ride in the vanpool vehicle, including the Driver and Alternate Driver.

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

1. Pay the regular monthly fare plus fuel costs no later than the first (1st) day of the month in advance of service. A late fee of \$10.00 may be charged for payments received after this date.
2. Abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members. Individual vanpool rules shall not conflict with any rules established by TMA.
3. Comply with reasonable requests from the Driver. Be courteous of other Riders. Practice good personal hygiene.
4. Notify the Driver promptly when not planning to use the Vanpool.
5. Provide the Driver with fifteen (15) calendar days advance notice of intent to terminate vanpool participation.
6. Notify TMA immediately if a Driver is operating the van in a non-defensive or unsafe manner.
7. Wear/use safety belts properly at all times while occupying the van
8. Indemnify and hold harmless TMA, its authorized agents and employees, the vehicle owner, its authorized agents and employees, and the Driver/Alternate Driver/Coordinator from any liability, claims and demands for:
 - a. Loss, theft, or damage to personal property
 - b. Loss of income or consequential damages whatsoever resulting from delays, tardiness, failure to make a scheduled pick-up, unavailability of the vanpool vehicle, or termination of the vanpool program.
9. Complete the Emergency Ride Home (ERH) registration form (optional). The Rider must participate in the vanpool a minimum of three days per week to be eligible for the ERH program. ERH vouchers may be used only for emergency rides.

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

1. Provide a vehicle for the purpose of operating a vanpool.
2. Assist in maximizing the vanpool's ridership.
3. Provide a policy and operations manual for the vanpool program.
4. Establish a fare schedule for participation in the vanpool.
5. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the vanpool's vehicle is out of service.
6. Credit Riders 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 loaner vehicle is made available by TMA.
7. Provide a limited number of Emergency Rides Home (ERH) to Riders registered in the ERH program. (See Emergency Ride Home below).

This Agreement shall be effective as of the date of its signing and shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination.

1. A Rider may terminate the Agreement for any reason.
2. TMA may terminate this Agreement if ridership falls below 70% of van capacity for two consecutive months, operation of the vanpool becomes inconsistent with the evaluation criteria established by TMA, and/or the program is terminated.
3. TMA may immediately terminate a Rider for being 30 days delinquent in the payment of monthly fare and fuel costs; failure to abide by any of the program's operating policies; failure to abide by any of the terms of this Agreement; or for any reasonable cause. Termination notification shall be confirmed by telephone, electronic mail, or by mail to the last address provided to TMA.

EMERGENCY RIDE HOME (ERH)

The Emergency Ride Home program takes the risk out of ridesharing for registered participants. ERH provides a free ride home using taxicabs (trips up to 25 miles) and rental cars (trips over 25 miles) for a registered vanpooler who rideshares a minimum of three times per week and has an emergency. The ERH program covers the rental car for a 24-hour period only. An emergency is defined as:

- The registered Vanpooler or a family member suffers an illness or accident during the work day, forcing the employee to leave work early.
- The registered Vanpooler unexpectedly works past normal quitting time at the supervisor's request with no advance notice.
- The registered Vanpooler's normal vanpool driver must unexpectedly leave work early.

The Emergency Ride Home program may not be used for personal errands, pre-planned medical appointments, business-related travel, injury while on the job or working late without a supervisor's request.

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.

____ YES, I would like to register for the Emergency Ride Home program.
My one-way commute (in miles) from home to work is _____.
I am over 21 years of age. ____ Yes ____ No

____ NO, I would not like register for the Emergency Ride Home program at this time.

RIDER:

Signature _____
Name (print) _____
Date _____
Email Address _____
Home Address _____
City _____ Zip _____
Home/Cell Phone _____
Employer _____
Work Address _____
Work Phone _____
Supervisor's Name _____

TMA:

Signature _____
Name (print) _____
Title _____
Date _____

The TMA Group

708 Columbia Avenue
Franklin TN 37064

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 nor Rider 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 RIDER 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 _____