

Welcome to UTA's Van-pool Program

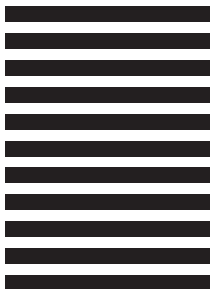


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ACCOUNTING DEPARTMENT - Van-pool
UTAH TRANSIT AUTHORITY
PO BOX 30810
SALT LAKE CITY UT 84130-9614



UTA VAN-POOL PROGRAM TERMS AND CONDITIONS



SECTION A: ALL PARTICIPANTS

The fee to ride a UTA Van-pool is based on the number of miles the Van-pool travels. Your fee is based on the number of riders traveling the calculated miles in the Van-pool. See the UTA Rideshare pricing sheet. Fares will be evaluated on a quarterly basis and may be adjusted if needed.

Participants in the UTA Van-pool Program agree to comply with the following terms and conditions:

1. The Participant Agreement shall be effective as of the date signed by the Participant. Participants shall not be considered or hold themselves out to be Primary Drivers, Backup Drivers or Bookkeepers in the UTA Van Pool Program until their applications have been approved by UTA Van-pool. The Agreement shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination. Participants may terminate their participation for any reason. UTA Van-pool may terminate the Participation Agreement and/or the Van-pool as a whole for any of the following reasons:

- a. if fares drop below the break-even point for two consecutive months;
 - b. if the operation of the Van-pool becomes inconsistent with the evaluation criteria established for the UTA Van-pool Program;
 - c. if the Program is terminated;
 - d. if the Participant fails to pay the rider fee promptly;
 - e. if the Participant disrupts the operation of the Van-pool;
 - f. if the Participant fails to abide by these Terms and Conditions; or
 - g. for other reasons as determined by UTA Van Pool.
2. Participants acknowledge that UTA Van-pool may revise these Terms and Conditions and that Participants shall comply with such revisions in order to continue to participate in the UTA Van-pool Program.
3. Participants will pay their monthly Van-pool fares to Bookkeepers prior to riding and not later than the first of each month.
4. Participants will abide by all day-to-day operational rules of Van-pools as established by majority vote of the Van-pool members or as may be directed from time to time by UTA Van-pool.
5. Participants will abide by the policies and rules set forth in the Van-pool Program Manual provided to Van-pools by UTA Van-pool. Participants acknowledge that UTA Van Pool may revise those policies and rules and that Participants shall comply with such revisions in order to continue to participate in the UTA Van-pool Program.
6. Participants will notify Drivers in advance of all anticipated non-use of vans due to such factors as vacation, business travel, overtime, etc.
7. Participants will notify Drivers or nearest fellow riders of non-use of vans due to sickness.
8. Participants will notify Drivers 15 calendar days in advance of planned termination of participation in Van-pools.
9. Participants will help maintain ridership in the Van-pool.

10. Participants will help keep the van clean and tidy.

11. Participants will find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in Van-pools.

12. Participants will cooperate to ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Van-pool Program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.

13. Participants will indemnify and hold harmless Utah Transit Authority, its authorized agents and employees 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.

14. Participants acknowledge that the UTA Van-pool Program provides ridesharing referral services without screening the character or background of Participants or applicants. Utah Transit Authority shall have no responsibility or liability for any acts or omissions of Van Pool Participants or applicants except as otherwise provided in these Terms and Conditions.

SECTION B: DRIVERS

Each Driver, including Primary and Backup Drivers, in the UTA Van-pool Program agrees to comply with the following terms and conditions, in addition to those terms and conditions set forth in Section A above:

1. Drivers shall provide a copy of their driver's license record, and maintain a valid driver's licenses as required by the State of Utah.
2. Drivers shall notify UTA Van-pool when they no longer meet the Driver Selection Criteria established by UTA Van-pool.
3. Drivers shall complete the UTA Van-pool Driver's Orientation Course prior to taking possession of or operating vans.
4. Backup Drivers shall assume all responsibilities of Primary Drivers when acting in that capacity.
5. Backup Drivers shall be available to drive vans when Primary Drivers are unable to do so.
6. Drivers shall drive vans daily to and from work/school, picking up and discharging riders in accordance with the mutually established routes and schedules.
7. Drivers shall coordinate maintenance, cleaning and servicing of vans as prescribed in the Van Pool Program Manual.
8. Drivers shall keep daily and monthly records as required by UTA Van-pool, submitting them to UTA Van-pool as scheduled in the Van-pool Program Manual.
9. Primary Drivers shall coordinate with Backup Drivers (minimum of one approved Backup Driver per van) to ensure continued operation of Van-pools in the absence of the Drivers.
10. Drivers shall coordinate the provision of alternate transportation when the vans are not available.
11. Drivers shall coordinate the development of rules for the day-to-day operation of Van-pools (e.g., smoking, wait times, radio).

12. Drivers shall comply with the policies and rules in the Van-pool Program Manual related to personal use of vans.
13. Drivers agree they shall be considered to be volunteers under the law and shall not hold themselves out to be nor act as employees or agents of Utah Transit Authority.
14. Drivers shall at all times operate vans in a manner complimentary to the public nature of the Van-pool Program, keep the vans clean, drive in a courteous manner, and if asked, explain the unique character of the use of the van.
15. Except in emergency situations, operation of vans shall be restricted to UTA-approved Drivers.
16. Safe driving habits and complete observance of all traffic regulations are of the utmost importance and are required of all Drivers. Any citation for a moving traffic violation resulting from the operation of a van is the responsibility of the Driver driving the van at the time of issuance of the citation. All Drivers shall report each citation they receive for a moving traffic violation, whether received while driving the van or any other motor vehicle, to UTA Van-pool within 48 hours.
17. Drivers shall promptly report any vehicular accident involving bodily or property damage, whether the accident occurred while driving the van or any other motor vehicle, to UTA Van-pool as detailed in the Van-pool Program Manual.
18. Drivers shall comply with the off-street parking policies and rules set forth in the Van Pool Program Manual.
19. Drivers shall not use vans for business purposes or for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; for any purpose requiring the removal of seats; or for any other purposes described in the Van-pool Program Manual. Drivers acknowledge that they shall have full liability and responsibility if vans are used for other than permitted purposes or in a manner inconsistent to these Terms and Conditions.
20. Drivers shall drive vans only on hard surfaced streets and highways and other normal access roads and driveways. Drivers shall not drive vans off-road, on beaches, in fields, or in any other potentially unsafe environment.
21. Drivers shall not drive vans over bridges or roads posted for less than a 4-ton maximum weight load. Drivers shall observe width and height clearance requirements of and for the van at all times.
22. Drivers shall not allow accessories, including window or bumper stickers, appearance items or additional equipment, to be added to or removed from the van without prior approval of UTA Van-pool.

SECTION C: BOOKKEEPERS

Bookkeepers in the UTA Van-pool Program agree to comply with the following terms and conditions, in addition to those terms and conditions set forth in Sections A and B above, if applicable:

1. Bookkeepers shall complete the required portions of the UTA Van-pool Driver's Orientation Course prior to assuming Bookkeeper responsibilities.
2. Bookkeepers shall collect the monthly fares from all riders not later than the first of the month for which the fares are being paid.
3. Bookkeepers may pay and be reimbursed for miscellaneous operating expenses of the van as detailed in the Van-pool Program Manual.

4. Bookkeepers shall keep and submit daily and monthly records as detailed in the Van-pool Program Manual.

SECTION D: UTA VAN-POOL

UTA Van-pool agrees to comply with the following terms and conditions:

1. UTA Van Pool shall provide vans for use by Van-pools.
2. UTA Van Pool shall provide for fuel, servicing and maintenance of vans.
3. UTA Van Pool shall help Drivers and Bookkeepers fulfill their administrative obligations.
4. UTA Van-pool shall assist Van-pools in maintaining ridership.
5. UTA Van Pool shall provide service loaner vans by reservation on a first come, first served basis.
6. UTA Van-pool shall assist Van-pools in making alternate transportation arrangements in the event of mechanical failure of vans.
7. UTA Van Pool shall attempt to resolve disputes arising out of established day-to-day operational rules of Van-pools.
8. UTA Van-pool shall establish and maintain a fare schedule for participation in Van-pools.
9. UTA Van-pool shall ensure, to the best of its ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Van-pool Program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.
10. UTA Van-pool shall provide Van-pools with Van-pool Program Manuals outlining policies and rules applicable to the Van-pool Program.
11. UTA Van-pool shall provide Van-pools with all necessary report forms, including instructions for their completion and a submission schedule.
12. UTA Van-pool shall allow approved Drivers to use vans for personal use in accordance with the policies and rules set forth in the Van-pool Program Manual.
13. UTA Van-pool shall provide liability coverage at statutory limits for negligent operation of a van for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection; provided, the van was being operated by a participant authorized by UTA Van-pool and for a purpose permitted under these Terms and Conditions.



**Utah Transit Authority
Van-pool Program**

Participant Agreement

UTA Van-pool Program



Utah Transit Authority
 Special Services
 3600 S. 700 W.
 Salt Lake City, UT 84119

Group information	Please print and USE BLACK INK _____ Employer (If you are a contract employee, please use the name of the contractor firm.) _____ City _____ Zip _____ If your Commute is subsidized please list the subsidy provider. HOV <input type="text"/> <input type="text"/> <input type="checkbox"/> Primary Driver/ Van # (if known) Group # (if known) Check if new group. Group Coordinator Name _____	Last Name
Name	_____ Last Name _____ First Name _____ Middle Name _____ Nick Name (if commonly used)	E-mail Addresses _____ Work _____ Home _____ Van-pool Program information will be communicated by e-mail
Home Addr.	_____ Street _____ City _____ State _____ Zip Code _____ _____ Apt/Box Number	Last Name
Mailing Addr.	_____ Street _____ City _____ State _____ Zip Code _____ _____ Apt/Box Number	
Phone Numbers	_____ - _____ - _____ Work Ext. Fax _____ - _____ - _____ Home Cell _____ - _____ - _____ Alternative Work Ext. Other (check type) <input type="checkbox"/> Message <input type="checkbox"/> Pager <input type="checkbox"/> _____	

This agreement establishes the rights and responsibilities of participants in the UTA Van-pool Program.

UTA Van-pool means Van-pool program administered by the Utah Transit Authority. Participant means all persons, including drivers, back-up drivers, riders and bookkeepers who are transported to and from work/school in a Van-pool operated as part of the UTA Van-pool Program or are otherwise authorized by UTA to participate in the program.

The Participant requests to participate in the UTA Van-pool Program as: (check all that apply)
 Rider Driver* Backup Driver* Bookkeeper*
 *All drivers, Backup drivers and bookkeepers must also complete a driver bookkeeper application.

As a condition of participating in the UTA Van-pool program, the participant agrees to comply with the UTA Van-pool Terms and Conditions, a copy of which the participant acknowledges receipt.

Participant Signature _____ Date _____