Commuter Van Program Application and Agreement

💱 King County	Office Use Only
METRO	PIN
We'll Get You There	1 11 1

Section 1: All Applicants C	Complete			
I am joining the: 🗌 Metro VanP	ool Program 🛛 Metro VanSl	hare Program	□ Currently in program, upda	ate/change of information
I will be a (select all that apply):	□ Rider □ Primary Driver	🗆 Backup Driv	ver 🗌 Bookkeeper	
If joining an existing group, list th	ne: Vehicle Number (HOV)		or Group Number (GIN)	
If joining a newly forming group,	list the Primary Driver/Group (Coordinator nar	ne:	
1. Name:				
			Middle	Nickname
	program under a different name	e? ∟No ∟	Yes, previous name	
2. Address:	Street / Apt / Box Num	ıber	City	ZIP
3 Mailing Address:				
	mber Street / Apt / Box Num		City	ZIP
	is address?			
4. Contact e-mail:	Program Information v	vill be communicate	ed via e-mail.	
5. Phone: Work ()				
Cell: ()				
6. Employer Name (or Contracto	or Name, if applicable):			
7. Work Site Name:				
Work Site Address:				
			City	ZIP
If you a	are applying to be a Dri otherwise	skip to Sec		13,
Section 2: All Driver Applic				
1. Date of Birth: Month		Year		
2. Length of employment with c				
3. If less than 2 years, previous				
4. How long have you had a driv			-	
5. Do you currently have a valid				
If No, Explain:	Jan 1997			
6. Have you had a driver's licens	se in another State or Country	within the past	5 years? 🗌 Yes 🗌 No	
-		•	•	
7. Have you ever been convicted				
If Yes, Explain:				
8. Do you have a condition that	may or does result in physical imbs, deafness, paralysis, con	or mental impa	irments: 🗆 Yes 🗆 No (Fe	or example, but not limited
9. Has an insurance company ev automobile insurance to you?		to renew, or gi	ven notice of intention to cance	el or refuse any
If Yes, was your insurance:	□ Cancelled? □ Refused?	□ Not Renewe	d?	
Name of Company:			Date:	
10. Have you been required by ar If Yes, Explain:	ny State to file evidence of Fina	·		

Name
11. If requesting personal use of van, provide this information: Do you own a vehicle? \Box Yes \Box No
Name of Insurance Company:
Policy #:
12. When the van is parked at your home, can you provide off-street parking for the van? \square Yes \square No
13. As the driver of a motor vehicle, how many accidents of any kind have you been involved in in the past 3 years? Describe any accidents below:
Accident #1

Date:	Time of Day:	□ a.m. / □ p.m.	Violation Type:	
Who was at fault?	□ Me □ Other Party	Was there bodily injury	? 🗆 Yes 🗆 No	
Amount of damage	to your vehicle: \$	Amou	nt of damage to other parties property: \$	
Details:				

Accident #2

Date:	Time of Day:	□ a.m. / □ p.m.	Violation Type:
Who was at fault? 🗆 Me	Other Party	Was there bodily injury?	□Yes □No
Amount of damage to your	vehicle: \$	Amount	of damage to other parties property: \$
Details:			

14. Describe all driving violations or citations (other than parking) for which you have been convicted, forfeited bail or paid any fines, during the past three years.

Violation #1

Date:	Time of Day:	🗆 a.m. / 🗆	p.m.	City:		State:
Violation or Conviction: I	f speeding:	Legal limit	mph	Your speed mph	Amount of fine \$	
Remarks						

Violation #2

Date:	Time of Day:	🗆 a.m. / 🗆	p.m.	City:		State:
Violation or Convictior	n: If speeding:	Legal limit	mph	Your speed mph	Amount of fine \$	
Remarks						

Section 3: All Applicants Complete – Signature Required

As a condition of participating in the King County Metro Commuter Van Program, the Participant agrees to comply with the King County Metro Commuter Van Program Terms and Conditions, a copy of which the Participant acknowledges receipt.

Signature_

Date

Your signature may warrant employment verification and/or a motor vehicle record history if this is also a Driver application.

King County Metro Rideshare Operations or Fax to: 206-684-2166 KSC-TR-0812 201 South Jackson Street Seattle, WA 98104-3856

Terms and ConditionsKEEP THIS PAGEKing County Commuter Van Programs

Managed by King County Rideshare Operations

Section A: All Participants

Participants in King County Commuter Van Programs 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 a King County Commuter Van Program until their applications have been approved by King County Rideshare Operations. 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. King County may terminate the Participation Agreement and/or the commuter van 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 commuter van becomes inconsistent with the evaluation criteria established for the King County Commuter Van Programs;
 - c. if the Program in which the Participant is active is terminated;
 - d. if the Participant fails to pay his or her monthly fare promptly;
 - e. if the Participant disrupts the operation of the commuter van;
 - f. if the Participant fails to abide by these Terms and Conditions; or
 - g. for other reasons as determined by King County Rideshare Operations.
- Participants acknowledge that King County may revise these Terms and Conditions and that Participants shall comply with such revisions in order to continue to participate in King County Commuter Van Programs.
- 3. Participants will pay their monthly fares to Bookkeepers prior to riding and not later than the first of each month. The Participant's monthly fare is their portion of the Fixed Rate/Monthly Agreement as determined by King County.
- Participants will abide by all day-to-day operational rules of their commuter groups as established by majority vote of the group members or as may be directed from time to time by King County Rideshare Operations.
- 5. Participants will abide by the policies and rules set forth in the King County Commuter Van Program Manual provided to commuter groups by King County Rideshare Operations. Participants acknowledge that King County Rideshare Operations may revise those policies and rules and that Participants shall comply with such revisions in order to continue to participate in King County Commuter Van Programs.
- 6. Participants will receive and provide program information via email and/or U.S. Mail.
- Participants will notify the drivers in advance of all anticipated nonuse of vans due to such factors as vacation, business travel, overtime, sickness, etc.
- 8. Participants will notify drivers 15 calendar days in advance of planned termination of participation in Commuter Van Programs.
- 9. Participants will help maintain and increase ridership in the commuter group.
- 10. Participants will help keep the van clean and tidy.
- Participants will find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in Commuter Van Programs.
- 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 King County Commuter Van Programs 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 King County, 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 King County Rideshare Operations provides ridesharing referral services without screening the character or background of Participants or applicants. King County shall have no responsibility or liability for any acts or omissions of King County Commuter Van Programs Participants or applicants except as otherwise provided in these Terms and Conditions.
- 15. Participants agree that if they do not pay any amounts owed to King County for their participation In Commuter Van Programs, King County Rideshare Operations may refer the debt to a collection agency in accordance with state and federal law.

Section B: Drivers

Each driver, including Primary and Backup drivers, in King County Commuter Van Programs 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 maintain valid driver's licenses as required by the State of Washington.
- 2. Drivers shall notify King County Rideshare Operations when they no longer meet the Driver Selection Criteria established by the King County Rideshare Operations.
- 3. Drivers shall complete the King County Commuter Van Online Orientation prior to taking possession of or operating vans.
- 4. Backup drivers shall assume all responsibilities of Primary drivers when acting in that capacity.
- Drivers shall drive vans to and from work/school, picking up and discharging riders in accordance with the mutually established routes and schedules.
- 6. Drivers shall coordinate maintenance, cleaning and servicing of vans as prescribed in the King County Commuter Van Program Manual.
- Drivers shall keep daily and monthly records as required by the King County Rideshare Operations, submitting them to King County Rideshare Operations.
- 8. Drivers shall keep and report monthly odometer readings of their van as required by the King County Rideshare Operations.
- 9. Primary drivers shall coordinate with Backup drivers to help ensure continued operation of van in the absence of the Primary 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 their commuter groups (e.g., smoking, wait times, radio, etc.).
- 12. Drivers shall comply with the policies and rules in the King County Commuter Van Program Manual related to personal use of vans. Paying for the cost of personal use is the responsibility of the vanpool drivers.
- 13. Drivers agree they shall be considered to be volunteers under the law and shall not hold themselves out to be, or act as, employees or agents of King County.
- 14. Drivers shall at all times operate vans in a manner complementary to the public nature of the King County Commuter Van 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 King County approved drivers.



- 16. Safe driving habits and complete observance of all traffic regulations 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. The cost of any parking ticket and/or impound fees resulting from improper parking of the van is the responsibility of the driver. 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 King County Rideshare Operations 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 King County Rideshare Operations as detailed in the King County Commuter Van Program Manual.
- 18. Drivers shall comply with the off-street parking policies and rules set forth in the King County Commuter Van 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 prohibited in the King County Commuter Van 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 with 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 ton maximum weight load. Drivers shall observe width and height clearance requirement 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 King County Rideshare Operations.
- 23. Drivers agree that if they do not pay any amounts owed to King County, King County may refer the debt to a collection agency in accordance with state and federal law.

Section C: Bookkeepers

Bookkeepers in the King County Commuter Van Programs 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:

- Bookkeepers shall complete the required portions of the King County Commuter Van Online Orientation 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. Bookkeepers agree that if they do not pay any amounts owed to King County, King County may refer the debt to a collection agency in accordance with state and federal law.
- 3. Bookkeepers may pay and be reimbursed for miscellaneous operating expenses of the van as detailed in the King County Commuter Van Program Manual.
- 4. Bookkeepers shall keep and submit daily and monthly records as detailed in the King County Commuter Van Program Manual.

Section D: King County Rideshare Operations

King County Rideshare Operations agrees to comply with the following Terms and Conditions:

- 1. King County Rideshare Operations shall provide vans for use by vanpools and vanshares.
- 2. King County Rideshare Operations shall provide for servicing and maintenance of vanpool and vanshare vans.
- 3. King County Rideshare Operations shall help drivers, and bookkeepers fulfill their administrative obligations.
- King County Rideshare Operations shall assist vanpools and vanshares in maintaining ridership.
- 5. King County Rideshare Operations shall provide service loaner vans by reservation on a first come, first serve basis.
- 6. King County Rideshare Operations shall assist vanpools and vanshares in making alternate transportation arrangements in the event of mechanical failure of vans.
- King County Rideshare Operations shall attempt to resolve disputes arising out of established day-to-day operational rules of vanpools and vanshares.
- 8. King County Rideshare Operations shall establish and maintain a fare schedule for participation in vanpools and vanshares.
- 9. King County Rideshare Operations 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 Commuter Van 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. King County Rideshare Operations shall provide commuter groups with an online Commuter Van Program Manual outlining policies and rules applicable to the King County VanPool Program.
- King County Rideshare Operations shall provide commuter groups with all necessary report forms online, including instructions for their completion and a submission schedule.
- 12. King County Rideshare Operations may allow approved drivers to use vans for personal use in accordance with the policies and rules set forth in the King County Commuter Van Program Manual.
- 13. King County Commuter Van Program 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 King County Rideshare Operations and for a purpose permitted under these Terms and Conditions.