RideFinders Vanpool Program
Participant Application

Background. ACT operates RideFinders. RideFinders manages a Vanpool Program that provides passenger vans for carpooling to and from work. ACT is responsible for vehicle licensing, insurance, and all vehicle maintenance and repairs. If available, Ridefinders may provide a back-up passenger van if a vanpool's primary van is not available due to routine maintenance and repairs but is not required to do so.

Instructions. If you would like to participate in the Vanpool Program, please fill out the application below and sign the attached agreement. Before signing, please read the entire Agreement and applicable Addendums. By signing the agreement, you acknowledge you have read these documents and agree to abide by their terms.

If you would like to be a vanpool driver (primary or backup), you will need to read and sign the separate Driver's Agreement found at Addendum 2. By signing Addendum 2 you acknowledge you have read the addendum and agree to abide by its terms.

Vanpool Participant Information (ALL FIELDS REQUIRED): *Please print legibly!*

Name: _____ _____ _____
(Last) (First) (M.I.)

- ❑ Male
- ❑ Female Date of Birth: _____/_____/_____

Home Address: _____
(Street and Apt.)

_____ _____
(City) (State) (Zip)

How long have you lived at this address? _____ years _____ months

Phone: _____ _____ _____
(Work) (Cell) (Home)

Preferred E-mail Address: _____
Employer Name: _____
Employer Address: _____

Work Beginning Hours _____ AM/PM Ending Hours_____ AM/PM

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RideFinders Vanpool Program
Rider Agreement

This Agreement is between the Agency for Community Transit ("ACT") and the identified Rider. It establishes the Rider's responsibilities in the Vanpool Program (the "Program").

2. Monthly Fees and Mileage Allowances. The estimated total daily roundtrip commuter miles to be driven by the vanpool group is stated below this Agreement's signature block in the ***For Official Use*** Section. This estimate may be amended by RideFinders when members of the vanpool group change and/or miles driven change. Small deviations from established commuting routes are allowed but shall not exceed 100 miles per calendar month. ACT reserves the right to assess additional per mile fees to the vanpool group and/or the primary and/or backup driver, as appropriate, if the miles driven exceed the stated monthly mileage allowance and are not approved by RideFinders in advance.

Monthly Fare schedules are in Appendix C. Riders must pay the applicable fare in advance each month. Fares are based on the calculated daily vanpool mileage and the number of riders in the vanpool. These fares may change if either of these factors change. If the base fare listed in Appendix C changes, ACT will give riders thirty (30) calendar days' advance notice. Any additional fees incurred during a month must be paid the following month.

3. Termination. Riders may terminate their participation in a vanpool group by notifying RideFinders at least thirty (30) calendar days in advance. If a primary vanpool driver terminates participation, he/she will turn the rideshare van, all keys, along with all other Vanpool Program materials over to a new primary vanpool driver designated RideFinders. If a vanpool group voluntarily disbands, the primary driver will return the van, all keys, along with all other Vanpool Program materials to ACT at 1 Transit Way, Pontoon Beach, IL 62040 within three (3) calendar days disbanding. When the rideshare van is returned, ACT personnel will inspect the van in the presence of the primary driver and complete the *Van Inventory & Condition Report*.

ACT may terminate this Agreement as to individual riders or as to a vanpool for convenience or cause. If ACT terminates a vanpool group for convenience, RideFinders will provide the members of the vanpool group thirty (30) calendar days' advance notice. If ACT terminates for cause, the rider at fault may be assessed additional termination fees and costs. If ACT terminates the primary driver, the driver must turn the rideshare van over to the new primary driver designated by RideFinders. If ACT disbands a vanpool group and the rideshare van is not returned to ACT within two (2) calendar days, the Rider in possession of the van authorizes ACT, its agents, and employees to enter the Rider's premises and take possession of the van and its contents using any lawful self-help remedy and any other remedies available at law or in equity. RideFinders will confirm termination of a vanpool by telephone, email, fax, or U.S. mail. The primary driver must fully cooperate returning the rideshare van, all keys, and all RideFinder vanpool program materials to ACT.

4. Non-Discrimination. The parties will ensure no person will be denied an opportunity to participate in nor be subjected to unlawful discrimination in the conduct of any vanpool services provided hereunder because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically, but not limited to: Title VI of the Civil Rights Act of 1964; Title 49 C.F.R. Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation; and the Americans with Disabilities Act of 1990.

5. Non-Waiver. ACT's failure to insist on the performance of any term or condition in this Agreement or its Addendums, or ACT's forbearance at any time with respect to any default of a rider shall not be deemed a waiver of any of ACT's rights hereunder.

6. Indemnification. The Rider signing this Agreement acknowledges ACT shall not be liable to the Rider for any loss of income, inconvenience, or any other pecuniary or nonpecuniary damage sustained by the Rider as the result of any delay in, or interruption or termination of the vanpool services provided hereunder. The Rider understands neither ACT, nor its insurance provider, will be responsible for any personal property lost, stolen,

or damaged in or taken from the rideshare van, and hereby waives the right to make a claim or file a lawsuit against ACT for the same. The Rider shall hold harmless ACT, its authorized agents and employees, from all claims, actions, costs, damages or expenses of any nature, including but not limited to, claims arising in tort for any bodily injury, including death, arising from the Rider's participation in the Vanpool Program.

7. Choice of Law and Venue. This Agreement shall be interpreted under the laws of the State of Illinois. The venue for the filing of any litigation arising hereunder or arising from participating in this Vanpool Program shall be in the Third Judicial Circuit Court, Madison County, Illinois.

8. Modification. Except as may be otherwise provided herein, this Agreement and its Addendums may be modified only by a written instrument signed by both parties.

9. Agreement Documents. This Agreement includes, this Agreement, Addendum "A" *Definitions and Rules*, Addendum "B" *Additional Operating Terms and Conditions for Drivers*, and Addendum "C" *Fare Schedules* which are incorporated into and made part hereto.

I hereby certify I have read the terms and conditions set forth in this Agreement and its applicable Addendums and I affirm that I understand and agree to be bound by the same.

_____
Rider's Signature

_____
Rider's Printed Name

OFFICE USE ONLY:

Vanpool Group #: _____
Daily Commute Mileage: _____
Number of Riders: _____
As of this date: _____

Primary Driver: _____

Backup Drivers: _____
_____
_____

Vehicle's Normal Garaging Address: _____

Vehicles Normal Daytime Parking Address: _____

Addendum A

RideFinders Vanpool Program
Definitions & Rules

DEFINITIONS:

1. Agency for Community Transit, Inc. (ACT). A Nonprofit contracted to operate transit services for Madison County Mass Transit District (MCT), including the RideFinders Vanpool Program.

2. Backup Driver. A Rider who assumes driving duties when the Primary Driver is unavailable.

3. Group Number. The number assigned to each vanpool group as a unique identifier.

4. Madison County Mass Transit District (MCT). A unit of local government that receives funding to promote ridesharing in the greater St. Louis Region.

5. Monthly Fare. Amount paid by rider each month, based on daily commute mileage and the number of riders in the van. The monthly fare is subject to change if daily commute mileage or number of riders changes, or at the discretion of ACT.

6. The "Rider." The eligible commuter executing this Agreement.

7. Riders. All riders and drivers participating in a vanpool group.

8. Rideshare Van. The passenger van ACT provides a vanpool group the commuting purposes set forth herein.

9. Primary Driver. A Rider with additional duties. The Primary Driver is responsible for driving the rideshare van, submitting monthly reports on schedule, coordinating repairs and maintenance, reporting accidents, and performing additional administrative duties as may be needed from time-to-time. ACT may authorize a waiver of the monthly fare in exchange for the Primary Drive routinely performing these duties on time.

11. Vanpool. A group transit mode comprised of rideshare vans with multiple riders.

10. Vanpool Program. A St. Louis area rideshare program created to reduce traffic congestion and improve air quality that is used by commuters to travel to and from work in the St. Louis Metropolitan area which includes St. Louis, St. Charles, Jefferson and Franklin Counties in Missouri, and Madison, St. Clair, Monroe and Jersey Counties in Illinois.

RULES: ACT reserves the right to modify these rules at any time.

1. The rideshare van shall only be driven by a RideFinders approved Driver to transport only approved members of the vanpool group on approved commuter routes on commuting days and hours, and short deviations therefrom not to exceed 100 miles per calendar month authorized, and for maintenance and service trips to and from ACT / MCT facilities or RideFinders approved vendors.

2. Vanpools shall have a designated Primary Driver, and at least one designated Backup Driver at all times.

3. Smoking, vaping and using tobacco products, and the carrying alcohol (opened or unopened containers), and flammable, explosive, fissionable, corrosive, or contraband items is prohibited in all rideshare vans.

4. All Riders must wear seatbelts, lap and shoulder belts, while the rideshare van is operational.

5. Rideshare vans must be locked and properly secured when not in use.

6. No accessories or equipment other than that issued by ACT shall be added to a rideshare van.

7. All riders must abide by agreed upon pick-up points and times, waiting policies, and etiquette.

8. Riders must pay their monthly fares via credit/debit card, check or money order. Payment must be received by the last calendar day of the month. If the last day of the month falls on a weekend or holiday, payment is due on the next business day (e.g., if July 31st falls on a Saturday, payment is due Monday, August 2nd). While payments made by employers do not necessarily have to be received by the due date; those portions of payments that are the responsibility of the Rider must be received by the due date.

9. Fares are due and payable in advance. The Rider must pay them in full on or before the due date stated in Rule 8 above. If the Rider misses a monthly payment due to unforeseen circumstances, a short grace period is allowed, but a minimum of 50% of the past-due amount must be paid along with the entire amount due for the next monthly fare on or before the next monthly vanpool fare's due date. The Rider must then pay the remaining past due amount in full by the end of the second month following the missed payment, either with the next scheduled monthly payment or through additional payments. Past-due amounts shall not exceed a delinquency period of two months at any time. Any past due accounts not brought current within the two-month grace period could result in the suspension of the Rider's participation in the Vanpool Program until all past-due amounts are paid in full, in compliance with this policy. For riders using government subsidy cards, past-due amounts must be paid out of pocket and cannot be charged to the government subsidy card.

10. Riders will be assessed a $25 fee for each returned check, and must make payment in full, including $25 fee, by credit/debit card or money order within seven (7) calendar days of notification of returned check. Failure to do so may result in the Rider's termination from the vanpool.

11. Fares are paid for a full calendar month and will not be prorated.

12. The Rider must notify RideFinders if the contact information previously provided changes (address, email, telephone numbers, etc.).

13. For known and planned absences, the Primary Driver must provide advance notice to a designated Backup Driver as early as practicable. A Backup Driver will assume all driving duties in the Primary Driver's absence. Riders must provide advance notice of known and planned absences to the Primary Driver.

14. For unplanned absences, the Primary Driver must contact a Backup Driver as soon as possible to allow the Backup Driver time to assume driving duties. Riders must contact Primary Driver (or a Backup Driver if driving that day) as soon as possible when an unplanned absence from the vanpool occurs.

15. If the vanpool does not operate on a given day, riders must find their own alternative transportation. ACT will not be responsible for providing alternative transportation and costs associated therewith.

16. All riders must assist in keeping the RideFinders van clean and tidy.

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Addendum B

RideFinders Vanpool Program
Operating Terms & Conditions for Primary and Backup Drivers

I. Relationship of Parties. Primary and Backup Drivers (collectively "Drivers") hereby acknowledge they are not employees, servants or agents of RideFinders, ACT, or MCT, and that they shall not, under any circumstance, hold themselves out as the same.

II. Assignment. Drivers shall not assign their duties and responsibilities under this Addendum B, and shall not, in any way, encumber the Rideshare van's title or permit any liens or charges to be attached against any right or interest of ACT. Drivers agree not to assert any defense, counterclaim, or offset that a Driver may have against ACT or MCT, or against any assignee of ACT or MCT.

III. General Operating Conditions:

1. Drivers shall maintain a valid Illinois or Missouri driver's license (exception: active-duty military, and their dependents shall maintain a valid driver's license in the state or U.S. territory of their permanent residence).

2. Drivers shall fully cooperate ACT and MCT (including their insurers) regarding any accident, incident or event arising from the Driver's participation in the Vanpool Program.

3. Drivers shall operate the rideshare van in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations. Any citations or violations of applicable laws or ordinances will be the sole responsibility of the Driver that was driving or responsible for the rideshare van at the time of the incident giving rise to the citation or violation.

4. Drivers shall notify ACT within three (3) calendar days of receiving any citation or moving violation, whether or not received while operating a rideshare van, and shall notify ACT within seven (7) days of the disposition of any citation or violation.

5. Drivers shall only operate a rideshare van when all riders are seated and wearing seatbelts, both lap and shoulder belts.

6. Drivers shall not use a rideshare van for any purpose other than commuting to and from approved work sites, and for approved service and maintenance trips.

7. Drivers shall not attach any hitch or other device allowing the rideshare vehicle to tow any object and shall not tow any object by any other means.

8. Drivers shall not drive the rideshare van off-road, or in any other unsafe environment.

9. Drivers shall not drive the rideshare van over bridges or roads posted for less than a four-ton maximum weight load and shall observe all width and height clearance requirements / restrictions.

10. Drivers shall provide 30 days' advance notice of any changes in permanent garaging or work locations for the rideshare vehicle.

11. Backup Drivers agree to be available to drive the rideshare van when the Primary Driver is unable to do so, and to abide by all terms and conditions of this Agreement and its Addendums.

IV. Payment: In exchange for a Primary Driver performing Vanpool Program driving, reporting, and maintenance duties outline in this Addendum, ACT may exempt the Primary Driver from paying monthly Vanpool fares; provided however, if a Primary Driver's performance of these duties is consistently defective, the Primary Driver will be required to pay monthly Vanpool fares. Backup Drivers shall pay the monthly fares outlined in Addendum C.

V. Mileage and Ridership Reporting Requirements: Primary Drivers shall submit completed Monthly Mileage Reports for the prior month by the 5th of the current month (e.g., April mileage reports are due by May 5th). If the 5th of the month is on a weekend or holiday, the monthly report is due on the next business day (e.g., if August 5th falls on Sunday, the monthly report is due on Monday, August 6th).

VI. Maintenance & Fuel:

1. Drivers shall use RideFinders-provided Wright Express Fleet Card at Wright Express-approved vendors (www.wrightexpress.com) to fuel the rideshare van as needed with the lowest grade unleaded gas.

2. Drivers may use RideFinders-provided Wright Express Fleet Card at approved vendors to wash the van. RideFinders shall only cover up to $30 per month. Either the Primary Driver or the Backup Driver (depending on which one does the car wash) shall be responsible for car wash expenses that exceed $30 per month.

3. Primary Drivers will receive individual Personal Identification Numbers (PINs) authorizing them to use the Wright Express Fleet Card for the assigned rideshare van.

4. Drivers shall inform RideFinders of a lost or damaged Wright Express Fleet Card immediately.

5. ACT / MCT will perform all vehicle maintenance and repairs unless RideFinders expressly authorizes the Driver to use Wright Express Fleet Card at another vendor. If authorized, Drivers shall contact authorized service providers to schedule required preventive maintenance at the required mileage intervals for the vehicle as set forth in RideFinders Vanpool Program Maintenance Plan.

6. Drivers shall make the rideshare van accessible with sufficient fuel for required inspections, maintenance, repairs by RideFinders, MCT, or ACT staff, vendors, insurance adjustors, and other authorized individuals.

7. Drivers must receive preapproval from RideFinders to use the RideFinders-provided Wright Express Fleet Card at approved vendors for any non-fuel, or non-wash expenses. Failure to receive preapproval will result in the Diver being billed for these expenses on the next Notice of Amount Due.

8. Without prior approval due to an exceptional circumstances, RideFinders will NOT reimburse Drivers for fuel, maintenance or wash expenses obtained using any form of payment other than RideFinders-provided Wright Express Fleet Card at Wright Express-approved vendors.

9. Primary Drivers are responsible for any damaged or missing equipment in the rideshare van including, but not limited to the: fire extinguisher, remotes and/or keys, spare tire, lug wrench, jack assembly, first-aid kit, flare kit, vanpool handbook and Wright Express Fleet Card. Any damaged or missing equipment will be charged to the Primary Driver on the monthly Notice of Amount Due.

VII. Accident Reporting: For **ANY** damage to the rideshare van or **ANY** accident or incident involving the van, even if no third party is involved, the Primary or Backup Driver driving the van at the time of the accident MUST follow these steps:

1. Notify police immediately if the van:
    - Makes contact with another vehicle, no matter who is responsible.
    - Makes contact with a stationary object.
    - Makes contact with an animal/person/passenger/pedestrian with potential to be injured.
    - Has unexplained damage (e.g., broken windows, stolen catalytic converters, etc.)
    - Has substantial damage caused by road hazards and weather.

Do NOT contact police for minor damage such as rock chips, door dings, etc

2. After notifying the police, notify RideFinders by calling **618-567-6655** if the accident or incident occurs weekdays between 8 a.m. or 4:30 p.m. If the accident or incident occurs on weekdays before 8 a.m. or after 4:30 p.m., or on a weekend, contact ACT by calling **(618) 931-7433, Option 3** and request to be transferred to Maintenance.

3. Complete RideFinders Vanpool Program Accident Report and submit to RideFinders within 24 hours of the accident, incident, or damage, or **immediately in the event of bodily injury**.

4. Cooperate fully and make rideshare van accessible for all accident-related purposes by RideFinders / MCT / ACT staff, vendors, insurance adjustors and all other authorized individuals.

I have read the above terms and conditions contained in this Addendum B and affirmatively state I understand and agree to be bound by the same.

_____

Driver's Signature

_____

Driver's Printed Name

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Addendum C

RideFinders Vanpool Program

Fare Schedule