

STATE OF NORTH CAROLINA

COUNTY OF MECKLENBURG

AGREEMENT

This agreement between NAME (hereinafter referred to as "Driver"), and the City of Charlotte (hereinafter referred to as "City"), shall become effective on the date it is executed, as evidenced by the signatures and date written in the space provided below.

City agrees to provide a 15-passenger van for the purpose of forming and operating a vanpool, and to render such other reasonable assistance as may be required for the functioning of the vanpool.

Driver agrees to participate in City's vanpool program as a volunteer driver, in exchange for free use of the vehicle according to the terms and conditions herein.

In consideration of the mutual promises and undertakings contained in the Agreement, the parties hereto do mutually agree that:

1. It is acknowledged that the Driver is not an Agent, servant or employee of City, but is an independent contractor.
2. Driver represents that he/she has a valid NC or SC driver's license to operate a 15-passenger van. If this license has a restrictive endorsement, Driver will comply with those restrictions.
3. City shall furnish Driver a 15-passenger van for use in the vanpool program. City will provide for vehicle licensing, registration, and appropriate insurance coverage.
4. Driver must successfully complete CATS Vanpool prerequisite safety driver training prior to issuance and operation of the van. Driver agrees to attend and participate in periodic training upon request by the City. Driver also agrees to participate in remedial training upon request by the City.
5. Driver agrees to use this van to pick up, transport, and deliver passengers assigned to ride in this van to and from a designated meeting point and their work locations.
6. Driver acknowledges that City relies upon Driver's representation that Driver will only operate and use the assigned vehicle in a safe and prudent manner in accordance with all CATS Vanpool policies and procedures. The parties hereto



agree that any violation of the terms of this paragraph shall be a material breach of this Agreement, and shall result in default of the Agreement.

7. DRIVER AGREES THAT THE ASSIGNED VEHICLE SHALL NOT BE USED OR OPERATED:

- a. In a negligent manner.
 - b. By any person in violation of any law governing the operation or use of the vehicle.
 - c. By any person under the influence of intoxicants or narcotics.
 - d. In any race, speed test, or contest.
 - e. To propel or tow any trailer or vehicle.
 - f. Other than upon a paved public highway or street or paved or suitably graded private road or driveway.
 - g. To carry unassigned passengers for hire, or outside of the scope of the regular home-to-work commute as described in paragraph 5 of this agreement.
 - h. Outside of a 100-mile radius of the Driver's home without prior written approval from the City.
 - i. By anyone other than the Driver, or a qualified, pre-approved by the city back-up Driver.
 - j. By any driver or passenger in the use, consumption or transport of alcoholic beverages or tobacco products.
8. The Driver understands and agrees that the van is the property of the City, and that this Agreement is only for the use of the van.
9. Driver shall return the van to City in the same condition as when delivered, with the exception of ordinary wear and tear. Upon its delivery and return, Driver and City shall inspect the van and shall provide a jointly signed report of its condition. Any damage found not previously reported will be assumed to be non-commuting damage. Driver agrees to pay or reimburse the City for the repair costs for all non-commuting damage to the vehicle.
10. Driver shall collect monthly fares in advance from each passenger and shall forward all such fares collected each month to the City by check or money order. The monthly fare to be forwarded to City for this lease is:

\$ XXX.XX

Fare payment is due by the tenth (10th) day of each month. If payment is not received by the thirtieth (30th) day of each month, the City reserves the right to terminate the lease.



In addition, each month the Driver agrees to forward payment for any other charges which may be due to the City immediately upon demand or where no demand is made by the City. These charges may include, but are not limited to, excess mileage charges, late fees, returned check charges, or cleaning fees.

A list of the names and addresses of all currently assigned passengers shall be sent to the City, along with the monthly fare payments. If a check is returned by the bank to the City for any reason, the Driver shall be charged a processing fee of \$10.00 per returned check in addition to the monthly fares. Payment should be forwarded to:

**City of Charlotte
P.O. Box 31032
Charlotte, NC 28231-1032**

11. Driver is responsible for making the vehicle available for maintenance service (at the City's Equipment Services Division). Failure by the Driver to comply with recommended or required maintenance shall constitute a breach of this Agreement.
12. Driver agrees to maintain a clean vehicle, both inside and out. At any time during the active lease period, Driver agrees to pay or reimburse the City for neglect of interior cleanliness and interior damage beyond normal wear and tear. Continued or excessive neglect; interior cleaning; or interior damage can result in the termination of this agreement.
13. Driver shall obtain gasoline for the van at sites approved by the City. An I.D. card shall be provided to the Driver by the City for this purpose.
14. Driver agrees to keep a daily record of commute and non-commute miles daily passenger counts and travel times. The record should be accurately completed each day and submitted by the tenth (10th) day of the following month. These reports are used to prepare Federal National Transit Database reports so failure to submit this report with accurate mileage, travel times and passenger counts will result in termination of the lease by the City. **Submission of an incomplete and/or inaccurate report two times in a calendar year will be basis for termination of the lease.** This record should be sent to:

**Charlotte Area Transit System
ATTN: Vanpool
901 N. Davidson Street
Charlotte, NC 28206**



15. Driver may use the van for personal/incidental purposes for only the cost of gasoline for the first 50 miles per month (not cumulative) in excess of commuting miles. For each mile per month exceeding 50 miles, the Driver shall pay 56.5 cents per mile, plus gasoline. This additional amount shall be paid by the Driver with the subsequent month's fare as described in paragraph 10 of this Agreement. No vanpool participants shall be assessed for the cost of personal/incidental use by the Driver.
16. CATS reserves the right to protect the image of the City of Charlotte and that of CATS. All drivers shall ensure that the vehicle provided pursuant to this Agreement shall not be used in any manner or parked in any place that negatively reflects upon the City or CATS, especially when the vehicle is used for personal or incidental purposes as provided in this Agreement.
17. If a vanpool vehicle breaks down or is damaged in an accident, the City shall credit the vanpool group on a pro-rated basis for the period of time that the vehicle is inoperable, or until such time as a back-up vehicle is provided.
18. Driver shall operate the van in a safe and prudent manner in accordance with all applicable laws, ordinances, rules and regulations. Any citation or violation of applicable laws and ordinances shall be the responsibility of the Driver. If the van is involved when there is a violation for which the Driver receives a citation, the City must be notified within three (3) days. Proof of resolution must be sent to the City within thirty (30) days.
19. It is CATS' policy that individuals driving revenue vehicles, whether CATS employees or under a lease agreement, may not use a cell phone, even with a hands-free device while operating the vehicle. **A van pool driver found to be using a cell phone two times in a three year period will no longer be allowed to operate a van pool vehicle.**
20. Driver agrees to pay all fines, forfeitures, court costs and other expenses that may be assessed against the City and which are due by reason of the Driver's negligent operation or misuse of the vehicle, as defined in this agreement.
21. Driver shall notify the City immediately of any occurrence which may affect the City's interest including, but not limited to, all accidents causing personal injury or property damage; citations for violations of motor vehicle, traffic, or parking law; suspension, cancellation or lapse of driver's license; defects, malfunctions or breakdowns of the van; inability, for whatever reason, to provide the required services; or termination of the Driver's principal employment.



22. Driver acknowledges that the cost of insurance coverage of the vehicle's regular commute usage is reflected in the passenger fares. (This also includes coverage when the vehicle is being driven to a service/repair facility for maintenance). Because the passengers will not be using the vehicle for non-commute mileage, no provision has been made in the regular passenger fare structure for the \$250.00 deductible charge for comprehensive or collision coverage on vehicles involved in non-commute accidents. Therefore, it is the responsibility of the Driver involved in any non-commute accident resulting in comprehensive or collision damage to pay the \$250.00 deductible for repairing the vehicle.
23. Driver shall immediately report to the City and the insurance company any accident involving bodily injury or property damage. This shall include injury to a passenger in which no third party is involved (i.e. injury from a fall while inside the van, or while entering or leaving the van). The Driver shall also complete and file accident reports as required by the City within two (2) working days of any accident. The Driver agrees to abide by City policies and procedures on review of accidents. The Driver further agrees to pay the \$250.00 deductible if an accident is ruled preventable and the fault of the driver by the City accident review panel. If an accident is clearly caused by willful misconduct or gross negligence by the Driver, CATS has the right to reimbursement for said damage and/or liability from the vehicle operator. The City agrees to provide each driver with a vanpool manual with applicable policies and procedures regarding this vanpool operation. If CATS is not notified of an accident or property damage, the Driver is responsible for all repair cost and any other Legal fees, etc. due to the driver's fault.
24. City shall not be responsible to the Driver for any loss of income, inconvenience, or other damage caused by an interruption of the services to be furnished by the City. It is expressly understood that the City assumes no liability or responsibility for any acts or omissions of the Driver, or for any lost, stolen or damaged property in or from the van.
25. This Agreement shall be terminated by:
 - a. Driver giving the City thirty (30) days notice in writing.
 - b. City giving Driver thirty (30) days notice in writing.
 - c. City giving notice due to the following conditions of immediate and automatic cancellations:
 - * Loss by Driver of the required driver's license.
 - * Breach by Driver of the terms and conditions of this Agreement.
 - * Accidents or moving violations of a nature or number which, in the opinion of the City, warrant termination.



DRIVER

By: _____

Printed Name

Signature

Address

City State Zip

