



VOLUNTEER RIDESHARE PARTICIPANT AGREEMENT

All volunteer drivers and riders are required to read this agreement, sign and submit the Volunteer RideShare Participant Agreement Acceptance Form.

This is a RideShare Participation Agreement, referred to hereafter as "Agreement," between DART RideShare, a division of the Des Moines Area Regional Transit Authority (DART), having its principal place of business 1100 DART Way, Des Moines, Iowa, 50309, and the volunteer driver, back-up driver and/or Participant of the Vanpool as described in this Agreement. This Agreement establishes the rights and responsibilities of parties participating in the DART RideShare Program (hereinafter "RideShare").

This Agreement shall be effective upon initial use of the vanpool and shall continue in force until a vanpool participant leaves the vanpool. Full signing and execution of the Volunteer Vanpool Participant Agreement Acceptance form must be completed prior to initial use of the vanpool. Participant may terminate the Agreement for any reason with proper notice (see Section D).

A) All Volunteer Vanpool Participants (Drivers and Riders); Agree During the Term of this Agreement to:

1. Be considered as volunteers under the law and not hold themselves out to be nor act as employees or agents of RideShare.
2. Deposits shall be paid by both RideShare participants and primary drivers in the amount of:
 - o Participant Deposit = \$75.00
 - o Primary Driver Deposit = \$250.
3. Upon termination from the program, deposits shall be returned in full to the participant if the participant has completed the minimum 90-day participation requirement, given a 30-day written notice of planned termination and has no outstanding fees on their account. In the event RideShare terminates a vanpool, all deposits will be refunded less any outstanding fees.
4. Pay his/her fare electronically by accessing DART's electronic payment system on line at www.ezpay.ridedart.com, or payment advanced by employer through payroll deduction, or by government issued vouchers. Invoice notifications will be emailed by the 7th of each month and can only be viewed at www.ezpay.ridedart.com.
 - o The DART on-line electronic payment system will accept e-check, debit and credit card (Visa, MasterCard, Discover Card and American Express).
 - o RideShare Participants will make payment to DART without penalty by the close of business on the 28th day of any month. Payments received after 5 p.m. on the 28th will be subject to a late penalty of \$15 per month. Failure to make payment by the 10th day of the month may result in immediate denial of ridership privileges.
 - o All participants who submit a payment which the bank returns (NSF, Account Closed, Charged Back, etc.) will be required to immediately remit payment for the returned item as well as a charge back fee of \$25 for each returned item. Failure to remit full payment will result in removal of ridership privileges.
5. Pay a \$25 administrative fee when requesting to transfer from one vanpool to another.



6. Pursuant to Iowa code 321.445, all front seat passengers must wear their seat belts. All participants in the vanpool agree to wear a seat belt any time the van is in forward motion.
7. Agree not to smoke in any RideShare vehicle, pursuant to Iowa code 17A.4A, Iowa's Smokefree Air Act.
8. Abide by all day-to-day operational rules as established by RideShare and/or the vanpool members. Abide by RideShare decision in disputes arising out of the day-to-day operational vanpool rules.
9. Notify the drivers in advance of all anticipated non-use of vans due to such factors as vacation, business travel, overtime, sickness, etc.
10. Find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in the RideShare Program.
 - o Riders in vans with two or more back-up drivers will be eligible for carpool reimbursements if no drivers are available. If a vanpool does not commute due to mechanical failure riders will also be eligible for carpool reimbursement as follows;
 - A carpool will consist of a minimum of three riders, or use of the minimum number of vehicles to transport all remaining riders. The driver of the carpool shall be reimbursed \$15 per day for driving a carpool.
 - No reimbursement shall be made if a participant drives a single occupant vehicle.
11. Notify RideShare in writing at least 30 calendar days in advance of planned termination of participation in the RideShare program.
12. Assist in maintaining ridership at its maximum level. New riders cannot be denied inclusion in a vanpool if maximums have not been met.
13. Indemnify and hold harmless RideShare 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 RideShare Program.
14. Help keep the van clean and tidy by picking up personal items upon exiting the van.
15. Act in a courteous manner towards fellow riders and the public and operate the van at all times in a manner complimentary to the public nature of the program.
16. Use appropriate social behavior, including communicating in an appropriate manner both verbally and in writing, while riding in a vanpool. Rough behavior and vulgar language is prohibited. For the comfort and health of all customers, personal hygiene must be maintained within acceptable standards and the use of perfume, cologne and aromatic lotions must be minimized.
17. 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 RideShare 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. Any person who believes that he or she has been subjected to discrimination under Title VI on the basis of race, color or national origin may file a Title VI complaint with DART within 180 days from the date of the alleged discrimination. Complaints may be filed with DART in writing and be addressed to: DART, Customer Service Manager, 1100 DART Way, Des Moines, IA 50309.

B) The Volunteer Drivers, in Addition to Terms Outlined Above, Agree During the Term of this Agreement to:

1. Maintain a valid driver's licenses as required by the State of Iowa and shall be at least 25 years of age.



2. Complete the RideShare Driving Orientation Class prior to assuming volunteer driver responsibilities and pass a drug screen and physical exam. Driver agrees to recertify their eligibility with RideShare every three years.
3. Restrict operation of the van to approved volunteer drivers.
4. Operate the van at all times in a manner complimentary to the public nature of the program. Drive in a safe manner and not operate the van if too tired or ill. Not drive the van while under the influence of any alcohol and/or drugs, including over the counter or prescription drugs that may cause drowsiness or that recommend not operating vehicles or heavy machinery.
5. Keep the van clean.
 - o Failure to keep the van clean may result in the driver paying a minimum fee of \$25 to have the van cleaned at the time the van is returned to DART, or if the van is not cleaned within five days of a failed van inspection.
6. Observe safe and defensive driving habits and all traffic regulations. This requirement is of utmost importance and is required of all volunteer drivers. Any citation resulting from the operation of the van is the responsibility of the person driving the van at the time of issuance of the citation. All RideShare volunteer drivers will report any citation resulting from a traffic violation to RideShare within 48 hours, whether received while driving the van or any other vehicle.
7. RideShare will, at a minimum, conduct annual Motor Vehicle Record checks to determine if a volunteer driver continues to meet the established Volunteer Driver Selection Guidelines. The volunteer driver must immediately notify RideShare when he/she is no longer in accordance with those guidelines or can no longer safely operate the vanpool vehicle.
8. Be held responsible for conducting a daily pre-trip inspection, to identify any body damage or fluid leaks. Such issues must be immediately reported to RideShare and or the necessary service provider.
9. Not use a cell phone or other telecommunication devices, including hands-free devices while driving any RideShare vehicle.
10. Operate the vanpool vehicle only after requesting all passengers properly fasten their seatbelts.
11. Park the van off-street at the residence of a vanpool group member during non-commute hours. Obtain prior approval from RideShare for any other off-street parking arrangements. Do not park the van in areas that may be construed as inappropriate by the public.
12. Assume full liability and responsibility if vans are used for purposes other than those permitted.
13. Observe width and height clearance requirements at all times. The van is not to be driven over bridges or roads posted for less than a 4-ton maximum weight load. Drive the van only on hard-surfaced streets, highways, and other normal access roads and driveways.
14. Coordinate maintenance, cleaning, and servicing of the van as prescribed in the driver training class.
15. Swap vans within 48 hours of a phone call from RideShare vanpool coordinator.
16. Perform vanpool vehicle exchanges in accordance with RideShare policy, whenever deemed necessary by RideShare. Van exchanges can be performed by any approved volunteer vanpool driver; however, the authorized volunteer driver on issuance remains responsible for the conditions stated on the Van Issuance form.
17. Keep the van locked when not in use.
18. Make sure the fleet card is kept in the van at all times. Do not use any PIN but your own and do not keep PIN in the vehicle.



19. Not transport any unauthorized child, under the age of 18 years of age, in a RideShare van while the van is being used for commute purposes, even if the child's destination is along the commute route. (Commute route is defined as the van's origin to the worksite destination and back, regardless of stops along the way.) During personal use of the van only, an approved volunteer vanpool driver may transport his/her own child(ren) or any child related to him/her (e.g., nephew, niece) as long as the parent/legal guardian of the child(ren) is also present. The van is not to be used to transport groups of children or any child not related to the volunteer vanpool driver operating the vehicle.
20. Be responsible for reporting any vanpool vehicle accident or incident involving bodily injury, property damage, or a third party within 24 hours to RideShare. The volunteer driver is responsible for completing and submitting the RideShare Accident Report to RideShare for all accidents or incidents, regardless of severity. Drivers acknowledge and agree to take a drug/alcohol test immediately following an accident or incident involving injury or damage estimated to be in excess of \$499.00.
21. Establish, in cooperation with RideShare, the vanpool route and schedule. Coordinate with the other RideShare approved volunteer drivers for the daily operation of the van, picking up and discharging riders in accordance with the mutually established route and schedule, ensuring as much as possible that the vehicle operates each work day of the month, except in the case of mechanical problems.
22. Coordinate alternate transportation when the vanpool vehicle, or approved volunteer driver, is not available.
23. 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 RideShare.
24. Keep and submit appropriate records as required by RideShare.
25. Allow back-up drivers reasonable access to the van for personal use, as addressed in the driver training class, limiting personal use of the van to 200 miles per month. Any additional miles shall be billed to the driver at the rate of \$0.50 per mile. Such use shall not interfere with the availability of the van for regularly established commuting. RideShare reserves the sole right to decide if the use is proper and not excessive. The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; nor for any purpose requiring the removal of seats. The van is not to be driven off-road, on beaches, in fields, or in any other potentially unsafe environment.

C) RideShare agrees during the term of this Agreement to:

1. Provide a passenger van for use by the vanpool group.
2. Execute agreements with all vanpool participants.
3. Provide liability coverage at statutory limits for all authorized users of the van; for and including bodily injury and property damage. Medical coverage for injuries sustained while in or around the van is not provided.
4. Assist in developing and maintaining the vanpool's ridership at its maximum level.
5. Assist with establishment of the vanpool's daily route and schedule and approve all routes and schedules.
6. Provide fleet cards and personal identification numbers to all approved volunteer drivers.
7. Provide all necessary report forms, including instructions and submission schedule.
8. Establish a fare schedule for participation in the Vanpool Program.



9. Establish a schedule for servicing and maintenance of the van at RideShare approved facilities.
10. Provide a spare vanpool vehicle, on a first-come/first-served basis, for occasions when the vanpool group's vehicle is out of service.
11. Credit carpool drivers for carpools of 3 or more, in the amount of \$15 per day each day on which they drive, when neither the regular nor spare vanpool vehicles are available due to mechanical issues.
12. Provide a monthly discount of \$25 per driver for the first two back-up drivers in any vanpool.
13. Allow approved volunteer drivers to use the van for personal transportation during non-commute times for a per mile rate of \$0.50 per mile in excess of 200 miles per month. RideShare reserves the sole right to decide if the personal use is proper, not excessive, permitted, and to adjust the mileage charge as needed.
14. Provide an emergency ride home at no charge to the participant with a maximum number of three rides per calendar year. Emergency rides are available from 8 a.m. to 4:30 p.m., Monday to Friday. Emergencies reasons as follows:
 - o Illness or injury of rider or immediate family member
 - o Family or home crisis
 - o Unscheduled overtime
15. Conduct timely investigations of complaints and issues reported by the public or a Volunteer Vanpool Participant and take appropriate actions as deemed necessary by RideShare.

D) Termination of Agreement

1. 30-day written notice of planned termination is required to be eligible for a deposit refund.
2. RideShare may terminate this Agreement at any time if ridership is below the minimum level of active participants for two consecutive months, operation of the vanpool becomes inconsistent with the evaluation criteria established by RideShare or the program is terminated.
3. RideShare may terminate an individual for involvement in an accident, incident, or safety complaint; failure to pay his/her full fare promptly; failure to abide by any of the program's operating policies; unauthorized use of the van; failure to abide by any of the terms of this Agreement; or for other good cause.
4. Termination notification shall be confirmed by mail to the last provided mailing or email address.
5. Termination by RideShare may or may not result in any fare refunds. Affected party shall cooperate fully in return of all vanpool records, materials, the van itself, monies, other items, and all keys within 24 hours of termination.

This Agreement may be modified only by RideShare. If significantly modified, new copies will be provided to all participants. Upon termination of an individual's or group's right to operate said vehicle by reason of violation of any conditions herein stated or by RideShare's demand, said individual or group agrees to cease using said vehicle and to pay all expenses incurred by RideShare in returning the vehicle to RideShare's main facility. Said individual or group agrees that any continued operation after termination is an operation without the knowledge, consent or permission of RideShare and RideShare may notify police that said vehicle has been stolen. Said individual or group releases and discharges RideShare from any liability and all claims of any nature arising there from. RideShare has the right to seize, without legal process or notice to the individual or group, said vehicle at any time or place and said individual or group waives all claims for damages connected with such seizure. Said individual or group agrees to pay to RideShare, on demand, all expenses incurred by RideShare in



the collection of monies due RideShare or in regaining possession of the vehicle while enforcing any term or condition of the Agreement, including attorney's fees and costs.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Program because of race, creed, color, sex, age, national origin, or the presence of any sensory, mental or physical disability, or in any manner contrary to applicable local ordinance, state and federal laws and regulations, specifically including Title VI of the Civil Rights Act of 1964 and Title 49, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

E) DART RideShare Contact Information

DART Mailing Address: DART RideShare
1100 DART Way
Des Moines, Iowa 50309

RideShare E-Mail Address: rideshare@ridedart.com
RideShare Phone: 515-288-7433
RideShare Fax: 515-283-8135

DART RideShare Invoice Payment Website: www.ezpay.ridedart.com



RIDESHARE APPLICATION

Application For (Check all that Apply):

Primary driver: Backup driver: Rider:

Participant Name: (Please Print) _____

Participants Address: _____ City: _____ Zip: _____

Current Employer: _____

Work Phone Number: _____ Mobile Number: _____

Email Address (Required For Billing): _____

Were you referred by a current RideShare Participant? Yes: _____ No: _____

If Yes: Referred By: _____ Van #: _____

If requesting to be a Primary Driver or Backup Driver, Please Provide the Following:

Driver's License #: _____ Date of Birth: _____

| <u>To Be Completed by a RideShare Representative</u> | | <u>RideShare Representative:</u> | |
|--|----------|----------------------------------|---|
| Deposit: | \$ _____ | Deposit | (\$75.00 Rider or Backup Driver, \$250.00 Primary Driver) |
| Prorate: | \$ _____ | Pro-Rated Fare | |
| Fare: | \$ _____ | Monthly Fare | (Due to DART by the 28 th of Each Month) |
| Total Due: | \$ _____ | Due with Signed Contract | |
| Assigned Vanpool #: | _____ | Vanpool Driver: | _____ |
| RideShare Start Date: | _____ | | |

I accept the terms and conditions of this agreement and agree to abide by all terms and conditions set forth.

Participant Signature: _____ Date: _____

Please return this application/signature page with you payment by: _____

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1100 DART Way
Des Moines, Iowa 50309

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