

PART (#####)
Vehicle Identification Number (+++++)

North Carolina)
)
Guilford County)

Lease Agreement

WHEREAS, the Piedmont Authority for Regional Transportation (hereinafter "PART") and **(Driver's Name)** (hereinafter "Driver") desire to enter into this Agreement by which PART will make available to Driver a van for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, PART is undertaking a "Third Party Vanpool Program" pursuant to a development grant, from the North Carolina Department of Transportation, said program or project being described in a document entitled "STATE TRANSPORTATION DEVELOPMENT GRANT – Piedmont Authority for Regional Transportation"; which is on file in the office of PART, 7800 Airport Center Drive, Suite 102, Greensboro North Carolina; and

WHEREAS, PART is responsible for the vans which are available for lease to acceptable drivers for the carrying out of the said Piedmont Authority for Regional Transportation Vanpool Program; and,

NOW, THEREFORE, the parties hereto do hereby contract and agree as follows:

1. This Agreement shall become effective on the date of its execution by PART, said date being set out on the signature page adjacent to the signature of the PART representative executing this document.
2. The term of this lease shall be on a month-to-month basis unless terminated upon a 30-day notice or according to the other terms specified herein.
3. The Driver agrees to pay to PART by the first (1st) day of each month, a total of **\$Fare**. (hereinafter "Fare") In addition, Driver will pay to PART a sum equal to \$.25 per mile for each mile in excess of 150 (personal miles) that the said van is driven by Driver for reasons other than the transportation of Driver and passengers to and from employment, said mileage being referred to herein as personal mileage. If the Driver exceeds the 300 miles maximum, a per-mile charge of \$.50 will be assessed. Further, Driver will pay to PART a sum of \$5.00 as a late fee for any payments due PART that are not made by the tenth (10th) day of each month, and a \$25.00 sum for any check given by Driver to PART and which is returned for insufficient funds or other reason. Still further, Driver will deposit with PART, the sum of \$300.00 as a security deposit for the faithful performance by the Driver of this Agreement, said sum to be returned to Driver upon the termination of this Agreement if Driver is current with all payments to PART as of that date. It is also agreed that PART will review the Fare twice a year during January and July. In the sole discretion of PART, adjustments up or down may be made to reflect the

cost of operating the van and supporting the vanpool program. If adjustments are made, an addendum will be signed by the Driver and attached to the original contract in lieu of signing a new contract. Adjustments will be effective on February 1 or August 1.

4. PART agrees to reimburse Driver for out-of-pocket costs in connection with the use of said van, said out-of-pocket costs to include gas and oil purchased by the Driver for use in said van, said expenses to be substantiated by receipt, and said payments to be an offset against amounts due to PART by the first (1st) of each month pursuant to this Agreement.
5. PART shall issue the driver a fuel card or other means to fuel the van. The fueling method provided by PART shall only be used to fuel the van and only for purposes authorized by this Agreement. PART shall be reimbursed by the Driver for any expenses related to the use of said fueling method for any purpose other than those authorized by this Agreement. If the fuel card is lost the Driver must inform PART immediately.
6. PART agrees to assist Driver in forming and maintaining a vanpool and to render other administrative assistance in connection with the program, but the extent of such assistance shall be determined by PART.
7. Driver agrees to authorize PART to obtain a certified copy of his/her driving record from an agency selected by PART, and must certify to PART that he/she does not have more than three points on his/her driving record, no Driving While Impaired (D.W.I.) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year.
8. Driver must have a valid Class C driver's license to drive the van. Driver shall complete a vanpool driver application and an in-house training session before being eligible to operate the van. Driver shall immediately notify PART upon receipt of any moving violation or criminal charge.
9. The Driver must agree to operate the van for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by the PART staff and must operate on a punctual schedule approved by said PART staff.
10. The Driver shall be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month, and the cost to the Driver for such personal use shall be as herein provided.

11. Driver must notify the PART staff of any criminal charges or convictions arising out of the operation of the van or any other motor vehicle.
12. The driver must obtain, and maintain throughout the existence of the Agreement, a reasonable number of paying passengers, determined for purposes of this Agreement to be 75% of the maximum capacity of the van. If the van falls below maximum capacity, the cost of the empty seats is then divided amongst the remaining paying passengers. Should the number of participants fall below 75% of maximum capacity, the PART staff must be immediately notified and this Agreement shall be subject to cancellation.
13. The Driver shall operate the van in accordance with reasonable and safe practices. The Driver shall present the van to PART for maintenance inspection upon each 6,000 miles of travel, and must clear with PART any repair or corrective work with respect to the said van. Further, the Driver shall keep the van in a reasonably clean condition, inside and outside and shall see to it that all fluid levels and tire pressures are checked weekly.
14. The Driver shall provide secure off-street parking for the van when it is not in use.
15. The Driver shall maintain and furnish to PART such records as PART shall prescribe. All such records shall be maintained in the manner, and presented at the time, prescribed by the PART staff.
16. The Driver is authorized to employ a Substitute Driver who shall be required to become a party to this Agreement, shall meet the same qualifications as those prescribed for a Driver, shall be responsible for carrying out the requirements of this Agreement on behalf of the Driver at such times as the Driver is not available, and in general shall stand in the place of the Driver when performing for the Driver pursuant to this Agreement. Any personal miles driven by a Substitute Driver shall be counted as a part of the 300 miles maximum provided for the Driver. All payments to and from the Driver and to and from PART, shall be made as if all miles during any given month were driven by the Driver, with the understanding that the Driver will collect from, and reimburse to, the Substitute Driver on the same basis as if the payments were being made to and from the Driver.
17. Only the Driver or Substitute Driver is permitted to operate the van, except under emergency conditions or with the express approval of PART staff.
18. The Driver is prohibited from transporting any organized groups or anyone for hire except the vanpool passengers.
19. In the case of a breakdown, PART will make an effort to provide an alternate van. If PART is not able to provide an alternate van pending repair or replacement, commuters will be responsible for arranging their own transportation to and from work. Pro-ration of fares for day(s) a van fails to operate due to maintenance break downs and other cases outlined in the Operations Manual must be calculated by and have prior approval of PART staff.

20. The Driver shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle. No smoking is allowed in any PART vehicle.
21. The Driver will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van.
22. The vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions.
23. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
24. The Driver is responsible for promptly reporting any accident involving a bodily injury or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual to be kept in the van at all times. The Driver or Substitute Driver shall be responsible for any damage to the extent that said damage is not recoverable from insurance, up to a maximum of \$100.00, and shall be fully responsible for any criminal acts arising out of the use of the van.
25. PART may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of PART to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent PART from enforcing or requiring compliance with such provision or requirement at any future date.
26. The Driver shall comply with the provisions of the Americans with Disabilities Act (ADA). The Driver hereby agrees to indemnify PART from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of Driver, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.
27. The Driver does hereby agree to indemnify and save harmless PART, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of the Driver.
28. All references herein to Driver shall be deemed to include Substitute Driver, but with the further understanding that the financial arrangement shall be between PART and the Driver with the financial arrangements between the Driver and the Substitute driver being a matter for settlement between those two parties.
29. Failure to abide by any of the conditions stated above shall be grounds for termination of the lease agreement by PART.

IN WITNESS THEREOF, the parties hereto acknowledge the due execution of this Agreement by their signatures and on the dates indicated below.

DRIVER _____ DATE _____

SUBSTITUTE
DRIVER _____ DATE _____

PIEDMONT AUTHORITY FOR
REGIONAL TRANSPORTATION
REPRESENTATIVE
_____ DATE _____

For PART use only:

Fueling Method WSTA Fuel Card ID# _____