



Ridesharing / Vanpool Program

Operations Manual

****Revised 8/4/08****

Dear Vanpool Driver:

Thank you for volunteering to become a vanpool driver. The PART Ridesharing/Vanpool Program values your contribution to the community and fellow vanpool passengers and we look forward to serving you. This manual is designed to provide you with information on the administrative and operational procedures of the vanpool program and to help you become a more effective driver and participant in the process.

Although it primarily serves as a reference guide, it is an ideal place to keep notes, maintain lists, and file new or updated information related to your specific vanpool group. We suggest this manual be kept in the van at all times, where it may be accessible to back up drivers during your absence.

A successful vanpool is made up of many elements and each vanpool is slightly different. The people in the vanpool are what make it work. The van, which is a major investment, should be driven and maintained properly so the vanpool can function smoothly. And finally, the PART staff can help your vanpool operate efficiently. Through constant communication, the PART staff can answer any questions or take care of any problems you might have as a vanpool driver.

For any questions regarding the information contained in this manual, call PART at (336) 748-3066 in Forsyth County. All long distance inquiries may be made by calling (800) 588-7787.

Information can also be found on our website at www.partnc.org.

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I. Introduction

Our Mission

To enhance the quality of all forms of transportation for each of our citizens through efficient use and protection of our natural, economic and human resources.

Our Objective

Improving transportation through regional cooperation.

II. Program Description/Organization

The move towards regionalism continues to meet the current and future demands for transportation with the creation of the Piedmont Authority for Regional Transportation (PART). This regional transportation authority was formed by the four largest cities, in the territorial jurisdiction, based on enabling legislation approved by the North Carolina General Assembly. This legislation allows the region to expand up to twelve contiguous counties.

The PART Ridesharing / Vanpool Program strives to promote energy conservation, reduce congestion, improve air quality, reduce vehicle miles, decrease highway accidents, save thousands of dollars for program participants and conserve natural resources. Accommodating travel demand through ridesharing, rather than single-occupant vehicles, can result in benefits for employers, individual travelers and the citizens of the Piedmont as a whole.

The Piedmont Triad region has a long-standing history of regional ridesharing and vanpool operations, exemplifying strong public and governmental support for the program. Public interest is at an all-time high with concerns of air quality, legislative initiatives, commuter patterns and traffic congestion. Because transportation issues are a primary concern to citizens in our state, this program is beneficial to providing a vast array of solutions to transportation-related issues.

The PART Ridesharing/Vanpool Program is designed to increase the use of alternative transportation in this region by providing individuals and employers with everything they need to start a vanpool. The ridesharing staff initiates communication and/or maintains a working relationship with businesses and organizations continually. Employer's benefit through improving worker productivity; expanding the employee labor market; reducing employee's turnover, which saves on training costs; reducing the need for new/expanded parking facilities and enhancing community and employee relations.

III. Vanpool Operations

Listed below are the requirements for starting a vanpool:

- (1) Drivers and backup drivers must be at least 25 years old and have a valid Class C driver's license. The drivers must have no more than three points on their driving record and no D.W.I. (Driving While Impaired) convictions.
- (2) The driver is required to make a one-time \$300.00 security deposit for the van.
- (3) The van driver and backup driver must sign a vanpool lease agreement with PART Ridesharing / Vanpool Program.
- (4) Vanpool drivers should collect the first month's payment from vanpool participants. This payment enables the participants to ride in the van for the calendar month.
- (5) Design the route and pickup points to determine the daily round trip mileage.

Vanpool routes are usually designed to go from the driver's home, to the pickup point and to the worksite. In some cases, more than one pickup point may be necessary. Pickup points are usually located at shopping centers, churches, businesses or park and ride lots. Park & Ride Lots can be found by visiting our website at www.partnc.org.

Designing the most direct route to your worksite is important since vanpool fares are based on the total miles the van travels. PART does not recommend picking up participants at their homes due to the extra mileage and time involved with door-to-door service. If a participant cannot drive or does not have any transportation at all, then a fellow vanpooler is encouraged to carpool with this participant to and from the pickup point.

Each van has a maximum seating capacity for 7 or 15 people. Vans are filled on a first-come, first-serve basis. If there are more people interested in vanpooling than there are seats available, their names are either placed on a waiting list or a new vanpool will be formed. In the event of a passenger decline, PART will provide assistance in recruiting new passengers by utilizing the waiting list and/or a free rideshare matching database through www.sharetheridenc. However, the vanpool will still be responsible for the total lease amount to keep the van in operation.

Combining vanpools is discussed when vanpools experience a severe decline in passengers. PART does everything possible to maintain the same low cost for the passengers, and if necessary, develop the most convenient route.

Emergency Ride Home Program

From time to time a participant of the vanpool may be required to leave work early due to an emergency or illness. The participant should call PART staff and state the nature of the emergency or illness. Under our Emergency Ride Home (ERH) Program, one of the PART staff members will provide transportation by:

- (1) Authorizing a PART staff member to provide transportation
- (2) Contacting a taxi company to provide transportation

No Smoking Regulation

As of January 1, 1995, by order of the Forsyth County Smoking Control Rules under Chapter 130A, Article 2, Part 1, Section 39, of the North Carolina General Statutes, smoking is prohibited on all forms of public transportation operated by the city of Winston-Salem, including vans. This regulation includes all passengers and all drivers at all times.

Termination of the Vanpool

The driver may terminate the lease agreement at any time by giving a 30-day written notice. PART may terminate the lease agreement without cause, or for cause, including a failure to comply with any provision, at its discretion.

Vanpool Referral Payment

PART rewards drivers, backup drivers and vanpool passengers that refer potential drivers for newly created vanpools to the vanpool program. Once a referred PART driver has leased a van for six months, a payment of \$100.00 will be sent to the driver, backup driver or vanpool passenger who referred them to PART.

IV. Driver Responsibilities/Incentives

Driver Qualifications

The driver of the vanpool must be at least 25 years old and have an excellent driving history. In order to qualify, drivers must have a valid Class C driver's license, no more than 3 points on their license, no previous "D.W.I." (Driving While Impaired) convictions on their license, and a good credit record. All drivers must submit a driver application and be approved by the PART staff.

Lease Agreement

The lease agreement between the van driver, backup driver and PART operates on a month-to-month basis. The driver and backup driver must sign the lease. In certain situations, some businesses lease the van directly through their company. In these cases, the employer representatives and the qualified drivers sign the lease agreement.

Monthly Reports

One of the driver's responsibilities is to keep a daily mileage log and a monthly revenue and expense report. These reports are turned in on the 1st of each month with the monthly lease payment.

Daily Operations

The driver is expected to operate the van in a safe manner, arrange for a backup driver as needed, collect monthly fares and keep the van clean. Each time the van is fueled, the water, oil and transmission fluid should be checked by the driver, the WSTA Maintenance Department personnel or as arranged.

Driver Training

All vanpool drivers must attend a driver orientation and training session. This consists of a comprehensive overview of all materials in the PART Ridesharing / Vanpool Operations Manual including all reporting information. A vanpool driver training video is shown to give perspective drivers the opportunity to get a firsthand look at what to expect as a vanpool driver and the responsibilities involved. Upon completion of the training, each perspective driver must successfully complete the PART vanpool certification and driving test before being allowed to operate the vehicle.

Backup Driver

Each vanpool should have at least one backup driver in order to lease a van. This assures passengers continuous, reliable transportation in the case of personal sickness, emergency or vacation of the primary driver.

The vanpool backup driver must meet the same requirements and qualifications as the primary driver. The backup driver assumes the responsibility of operating the vanpool, including the daily reports, in the absence of the vanpool driver.

Personal Use of the Van

PART rewards its driver with special privileges and incentives for the service vanpool drivers provide. In addition to allowing drivers to ride free, each month PART allows up to 150 personal miles free of charge. This mileage can be used entirely by the driver or he/she may split the personal miles with the backup driver. The van can also be used for an additional 150 miles at a cost of \$.25 per mile. A maximum of 300 miles is available each month. In the event a vanpool driver exceeds the maximum of 300 miles, the excess mileage fee will be charged at a \$.50 per mile rate.

Driver/Rider Agreement

In order to avoid probable conflicts, PART has developed a driver/rider agreement, which should be read and signed by the passengers before joining the vanpool. This agreement assures that all participants are aware of the vanpool rules, regulations and operating procedures.

PART encourages all vanpools to establish their own vanpool guidelines and set individual policies and procedures to help prevent disputes. Since the vanpool driver is primarily responsible for the vanpool, all disputes should initially be directed to the driver. If the dispute is not resolved, PART can/will provide recommendations for all involved parties.

V. Parking

Employer and Residential Parking

When parking vans at employment sites, all drivers should follow their individual employer's guidelines. Many employers provide preferential parking for vanpools and in some cases have reserved spaces for PART vans.

Residential parking for PART vans should be limited to a secure off-street location or a pre-approved pickup location. The van should also be parked in a paved lot or driveway to avoid damage caused by loose gravel. If parking in a parking deck or garage, make sure there is adequate clearance before centering.

City of Winston-Salem Parking Deck Cards

Availability and cost for parking in a city of Winston-Salem parking deck will be evaluated upon request by any vanpool group.

City of Greensboro Parking Deck Cards

The city of Greensboro provides preferential parking spaces for vanpool participants at the regular monthly parking rate. (This cost is not covered through the PART lease agreement). The vanpool group is responsible for paying this cost directly to the city of Greensboro's parking program.

City of High Point Parking Deck Cards

Availability and cost for parking in a city of High Point parking deck will be evaluated upon request by any vanpool group.

VI. Risk Management/Insurance

Accidents

In the event you are involved in an accident before 8:00 a.m. or after 5:00 p.m., Monday through Friday or on the weekend, contact the PART staff at emergency phone numbers provided in this manual, as well as the police department or highway patrol. Should the accident occur during the workday between regular operating hours, the driver or backup driver should immediately call the PART office and the police department or highway patrol. PART staff will come to the scene of the accident to conduct a preliminary accident investigation. The driver is responsible for reporting any accident, no matter how minor. Failure to report an accident could result in termination of the lease agreement with PART.

PART provides one million dollars liability coverage for bodily injury or property damage resulting from an accident. PART will not provide liability coverage for any non-accidental criminal act performed while using the van. The driver or backup driver will be responsible for the first \$100.00 deductible for any damages from accidents involving PART vans. This fee is due within 30 days of the date the accident occurred.

Procedures to Follow in the Event of an Accident

Collisions and accidents range from minor fender benders (without vehicle damage) to major and multiple vehicle collisions and possible injuries. It is important that you know how to handle emergencies to protect lives and to ensure that questions of liability are handled properly. If an accident occurs, it is important for you to do the following:

- If you or any of your passengers are injured, dial 911 for medical assistance
- Protect the accident scene
 - Turn on hazard flashers
 - Move the van out of traffic if directed by a police officer
 - Make sure passengers are in a safe location
- Notify the local, county or state police
 - If police are on the scene, obtain the officer's name and badge number
 - Call your PART representative at the emergency numbers listed in your manual
- Make no statement to anyone except:
 - A police officer on the scene
 - PART representative
- You are insured through PART. The name of the PART Ridesharing / Vanpool program insurance carrier is on the insurance card, which should always be kept in your glove compartment.
- Fill out the PART Accident Report Form, found in the back of this manual. Give it to the PART representative who comes to the scene.

VII. Revenues

Vanpool Fares

Vanpool fares are based on fixed, operational and depreciation expenses associated with the van's total monthly mileage. These expenses include fixed costs (insurance, contingency), operational costs (maintenance repair, gasoline, oil, tires and parts), and depreciation costs (monthly vehicle depreciation).

The monthly fares are payable to PART on or before the 1st of each month. Payments are made one month in advance and are good until the last day of the month. The vanpool fares are based on an average of 21 operating days each month, which includes eight annual holidays.

One of the driver's responsibilities is to keep a daily mileage log and a monthly revenue and expense report. These reports are turned in on the 1st of each month with the monthly lease payment.

Vanpool Deposit Requirements

All van drivers or employer sponsors are required to submit a van security deposit of \$300.00 to PART before a van can be leased. The deposit should be in the form of a certified check or a money order.

Upon the termination of the vanpool lease agreement, the driver can submit a request for a \$300.00 deposit refund. The van will be inspected to determine if there is any unreported damage to the van. Upon the completion of the inspection and a check for any other outstanding expenses, the security deposit will be refunded to the van driver. It is the driver's responsibility to reimburse employer sponsors and/or vanpool riders as appropriate.

Prorations: New Vanpools, Vacations, Holidays, Breakdowns, Company Closings

New vanpools put into operation during the middle of a payment period are eligible to have their fares prorated for the first month of operation. The fare will be based on the actual number of days the van will be in operation for that month.

For employer vacations, the driver should notify the PART staff as soon as possible with the dates the van will not be in operation. This is necessary so that the PART staff may prorate the fares for that month.

Holidays are not prorated for vanpools. The van lease is based on a twenty-one day month in which holidays are averaged into the monthly fare. However, if a vanpool will not be in operation for more than three consecutive weekdays due to the employer observing holidays, the lease amount for that month will be prorated to the actual number of days operated.

If the vanpool does not operate due to a mechanical breakdown of the van, a proration may be considered under certain circumstances. If the number of days exceeds two consecutive days and no other PART transportation is made available for the passengers, then the fares will be prorated for that month to the actual number of days operated.

Extended company closings are also valid reasons for fare prorations. However, to qualify for this proration, the company must be closed for a minimum of three consecutive working days. This situation also requires the approval of the PART staff.

Vans Commuting More Than Five Days a Week

Fare calculations are based on an average 21-day month and a five-day workweek. Although most of the vans are leased for a five-day workweek, there are times and unusual circumstances in which the employees must report to work more than five days per week. When this situation occurs, the monthly fares will be adjusted according to the total mile traveled for that month. The PART staff will adjust the fare and inform the driver of the total amount due.

Emergency/Special Seat Subsidy

If a vanpool falls below a reasonable number of paying passengers and the driver and backup driver are also paying, a vanpool with a previous twelve-month history of success may qualify for seat subsidies at the discretion of the PART management. This situation usually occurs due to company closings, layoffs or an unforeseen decline in passengers. Once an emergency seat subsidy is used, the van is not eligible for an additional subsidy until six months later.

Commuter Benefit

The commuter benefit is a tax-free benefit, up to \$115.00 per month, that enables a person to transportation on public transit facilities, employee-owned, employer-owner or transit provided vanpools. The commuter highway vehicle must have a seating capacity of six adults, excluding the driver. Additionally, at least 80% of the vehicle mileage will be for transporting employees between their homes and work place, with employees occupying at least one-half of the vehicle seats (not including the driver). Employers can provide a combination of transit and vanpool benefits to an employee as long as the maximum monthly benefit does not exceed \$115.00.

This employee transportation benefit can be provided tax-free to employees. The cost of the benefit is paid by the employer and is tax-exempt. The “income” is excluded from an employee’s gross income; it will not show up on their W-2 forms and will not be taxable.

Advantages to employers include both a tax deduction for the expense, and saving on payroll taxes, FICA disability insurance, and payments into 401 K accounts.

Employees can use up to \$115.00 per month, \$1,380.00 per year of their gross income before taxes to pay for transit, vanpooling or qualified parking. Since the amount of an employee’s salary used for this purpose is not taxed, a tax savings of over 30% over the cost of a similar take-home salary increase, incentive or bonus may be possible.

Employers incur no cost in offering the pre-tax benefit, and often find this type of program very easy to set up and administer. This option is similar to flexible spending accounts that many employers utilize. However, section 132(f) benefits are excluded from cafeteria plan programs like flexible spending accounts (RC Section 125) and, therefore, cannot be included in such plans.

An employer can provide part of the benefit tax-free to the employee at the employer’s expense and allow the employee to use their pre-tax income too for the remaining amount of the benefit, up to the federal statutory limits. For example, employers can share the transit costs with employees and then both can receive valuable tax savings.

PART will provide information upon request regarding the commuter tax benefit. Questions regarding interpretation or administration of tax codes should be directed to your company’s tax attorney or accountant.

Outside Fuel Purchases

In order to minimize costs, PART encourages all vanpool drivers to fuel at the WSTA garage. However, if the driver is unable to fuel at the WSTA garage, PART will provide a fuel card. Drivers who use a fuel card are encouraged to use preferred discount stations. A list of these stations will be provided during orientation.

Please remember the following when using a fuel card:

- A. Use only regular unleaded fuel (87 Octane)**
- B. Use only self-service gas pumps (No full service will be accepted)**

VIII. Maintenance

Exchanging Vehicles for Maintenance

When service work is needed for the vans, drivers should contact the PART staff to schedule the repair. Once a backup van is assigned, the driver can drop the van off at the maintenance facility located at 1060 North Trade Street in Winston-Salem, or if possible, the PART staff will make arrangements to switch the van off at the drivers' worksite.

Outside Maintenance Repair

WSTA's maintenance department provides or schedules service and/or repair work for all vanpools. However, in some cases temporary repairs may be necessary before the van can be turned in to the WSTA maintenance department. Upon the approval of the PART staff or maintenance supervisor, a pre-approved "Emergency Service Station" can make minor repairs. Some of these repairs may include jump-starting the van, replacing a light bulb, or fuse, etc. The maintenance department will call these emergency service stations to make arrangements for these quick, minor repairs. These service stations will bill PART for all repairs.

If you do experience a problem with your vehicle and need an outside facility to assist with repairs, first call the PART staff. If no one is available, call the WSTA maintenance department at (336) 727-2006 to get assistance.

Fueling Requirements at WSTA Gasoline Pumps

All vans can fuel at 1060 North Trade Street in Winston-Salem from 6:00 a.m. until midnight, Monday through Friday and from 6:00 a.m. until 7:00 p.m. on Saturday. The facility is closed on Sunday. Van drivers and backup drivers should always follow the procedure listed below when fueling.

- (1) Pull up to the Gas Island and turn the engine off. No smoking is allowed around the pump.
- (2) Enter odometer mileage reading on blue keypad, press enter.
- (3) Enter in your personal ID number, press enter.
- (4) Select pump No. 1 – Vanpool.

(Don't forget to check your oil and tires. Ask the maintenance department for assistance if needed.)

Van Appearance and Cleanliness

The van driver is responsible for keeping the van clean, both inside and out. This improves safety through increased visibility from the van and of the van's lights and signals. A clean van also represents the pride the driver takes in the van and symbolizes a positive image for both the vanpool and the Piedmont Authority for Regional Transportation.

The riders are also expected to help maintain the cleanliness and appearance of the vanpool. Personal articles may be kept in the area of the riders' seats at the discretion of the vanpool driver.

PART will authorize the WSTA maintenance department to clean the van each time the vehicle is brought in for a preventive maintenance inspection. All other times, the driver may request the WSTA maintenance department to clean the van, both inside and out, at a cost of \$15.00. This service is done by appointment only and will be added to the vanpool fare. Contact the PART staff for an appointment.

Preventive Maintenance Program

PART has a Preventive Maintenance Program that is strictly followed to ensure the extended life and use of the ridesharing vehicles. The PART staff will make arrangements with the maintenance department to have your van inspected on a regular basis. The following guidelines are used to determine the times of inspection:

- (a) Safety inspection every 6,000 miles
- (b) Change oil and filter every 6,000 miles
- (c) Front brake reline every 24,000 miles
- (d) Spark plugs changed every 24,000 miles
- (e) Air filter every 24,000 miles
- (f) Transmission fluid and filter every 24,000 miles
- (g) Pack front bearing every 24,000 miles
- (h) Rear brake reline every 36,000 miles
- (i) Differential lube change every 40,000 miles
- (j) Wires, cap, rotors every 40,000 miles
- (k) Shocks every 40,000 miles
- (l) Change belts every 40,000 miles
- (m) Change hoses every 40,000 miles

The PART staff will let you know when these inspections are due.

APPENDIX A
Vanpool Driver Application

APPENDIX B
Vanpool Driver/Rider Agreement

Appendix C
Lease Agreement

APPENDIX D
Revenue & Expense Report

APPENDIX E
Vanpool Daily Log

APPENDIX F
Emergency Phone Numbers

APPENDIX G
Accident / Incident Report

Vanpool Driver Application

Name _____
Last First Middle

Home Address _____ Home Phone# _____

City _____ State _____ Zip Code _____

Birthdate _____ Social Security # _____

Employer _____ Work Hours _____

Work Location _____ Work Phone _____

One Way Distance to Work _____ NC Drivers License _____

1. Have you ever been convicted for Driving While Impaired (D.W.I.) _____

2. List all accidents and moving violations you've had during the past three years. _____

3. What type of space can you provide for overnight van parking? _____

Is this parking space off the street? _____ Is this parking space paved? _____

4. What is your supervisor's name and work number? _____

5. Who should we call in case of an emergency? _____

Relationship to you _____ Phone Number _____

I understand all the policies and procedures covered in the Vanpool Lease Agreement and the Vanpool Operation Manual. I further understand that PART can check my driving record, employment and credit history. I give them the right to investigate all information given and to secure additional information if necessary. I further authorize and request any city, county, state, federal agency, department or bureau to furnish requested information. I hereby release from liability or responsibility all persons, companies, corporations, city, county, state, or federal agency, department or bureau furnishing this information.

Signature _____ Date _____

Vanpool Driver / Rider Agreement

The following rules are designed to promote the cooperation essential to successful vanpool operation. The driver and rider agree to honor these rules in good faith.

1. Pick up is limited to the agreed times and locations. The vanpool will wait a maximum of two minutes beyond the agreed time before departing from each stop. The rider is expected to be prompt so that others are not inconvenienced.
2. A reasonable effort will be made by the vanpool operator to provide a 30-day notice of a rate increase or termination.
3. The rider agrees to make full payments each month. During vacation or other periods of absence, rider may sublet his/her seat to a party who must adhere to the conditions of this agreement.
4. The rider agrees to pay the driver promptly, and in advance, understanding that fares are not refunded for any reason.
5. The rider is required to behave in a manner which promotes positive interaction with other vanpool participants.
6. The rider shall help maintain the cleanliness and appearance of the vanpool vehicle. Personal articles may be kept in the area of the rider's seat at the discretion of the vanpool operator.
7. The use of food and beverage aboard the vanpool vehicle is at the discretion of the vanpool operator.
8. The driver and rider agree to understand that the use or possession or transportation of any alcoholic beverage or any narcotic drug, chemical or other substance in violation of the law is prohibited in the van.
9. The driver agrees to immediately notify the rider and PART if the van breaks down.
10. The driver and rider agree the use, possession or transportation of any fire arms or weapons is prohibited.
11. No smoking is allowed in any PART vehicle at any time.

I understand and accept the conditions and rules of this agreement. The driver or rider may terminate this agreement by giving thirty (30) days written notice.

Name: _____ Pick up time: _____
Address _____ Pick up place: _____
City: _____ Drop off time: _____
State & Zip Code _____ Drop off place: _____
Work Phone: _____ Home Phone: _____

Employer: _____

Rider Signature _____ Date _____

Driver Signature _____ Date _____

North Carolina)
)
Forsyth 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 the Fare will be reviewed yearly for potential increases in fuel.
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. (A fueling card shall be provided and the invoice shall be sent directly to PART for payment).
5. 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.
6. Driver agrees to authorize PART to obtain a certified copy of his/her driving record from the Division of Motor Vehicles of the North Carolina Department of Transportation, 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.

7. 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.
8. 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.
9. 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.
10. 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.
11. The driver must obtain, and maintain throughout the existence of the Agreement, a reasonable number of paying passengers. Should the number of participants fall below an unreasonable number, the PART staff must be immediately notified and this Agreement shall be subject to cancellation.
12. 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.
13. The Driver shall provide secure off-street parking for the van when it is not in use.
14. 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.
15. 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.
16. Only the Driver or Substitute Driver is permitted to operate the van, except under emergency conditions or with the express approval of PART staff.
17. The Driver is prohibited from transporting any organized groups or anyone for hire except the vanpool passengers.
18. 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.
19. 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.

- 20. 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.
- 21. 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.
- 22. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
- 23. 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 \$1000.00, and shall be fully responsible for any criminal acts arising out of the use of the van.
- 24. 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.
- 25. 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.
- 26. The Drive 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.
- 27. 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.

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

DRIVER _____ DATE _____

WITNESS _____ DATE _____

SUBSTITUTE
DRIVER _____ DATE _____

WITNESS _____ DATE _____

PIEDMONT AUTHORITY FOR
REGIONAL TRANSPORTATION _____

DATE _____

Vanpool Revenue / Expense Report

Driver _____ Month/Year _____

Vanpool # _____ Origin/Destination _____

Revenue

| Name | Amount Due | Amount Paid |
|---------------|------------|-------------|
| 1 | | |
| 2 | | |
| 3 | | |
| 4 | | |
| 5 | | |
| 6 | | |
| 7 | | |
| 8 | | |
| 9 | | |
| 10 | | |
| 11 | | |
| 12 | | |
| 13 | | |
| 14 | | |
| 15 | | |
| Total Revenue | | |

Expense

| Date | Odometer | Type Of Expense (Gas, Oil, Etc.) | Amount Paid & Due Driver |
|-----------------------|----------|----------------------------------|--------------------------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| Total Expenses | | | |

Personal Miles (over 150)

X \$.25 per mile

Total Lease Amount _____

Less Total Expenses _____

Plus Personal Miles _____

Total Amount Enclosed

Emergency Phone Numbers

In the event you experience an accident or emergency after regular office hours 8:00 a.m. – 5:00 p.m., that requires assistance from PART staff members, please remember to call the following:

**Ruby Revell.....Home (336) 771-8333
Cell (336) 830-1489
rbyr@partnc.org**

**Stefany Sowell-McDuffie.....Home (336) 923-5258
Cell (336) 830-1465
stefanys@partnc.org**

**Chantale Wesley-Lamin.....Home (336) 307-8115
Cell (336) 303-9458
chantalew@partnc.org**

**David MorrisHome (336) 969-1876
Cell (336) 830-1477
davidm@partnc.org**

**Maintenance Department(336) 727-2006
(336) 748-3583**

During regular office hours, you may call the following numbers:

***Ridesharing Office - (800) 588-7787 toll-free (Outside Forsyth County)
(336) 748-3066 (Within Forsyth County)***

Maintenance Dept. – (336) 727-2006 or (336) 748-3583

We look forward to working with you!

Accident / Incident Report

Date _____ **Time** _____ **Vehicle #** _____

Location _____ **Driver Name** _____

Names of Passengers

| | |
|-------|-------|
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |
| _____ | _____ |

Explain situation fully. Please be specific and concise.

Driver Signature _____