



## The TMA Group

### VANPOOL VOLUNTEER PRIMARY DRIVER / COORDINATOR LEASE AGREEMENT

Vanpool Primary Driver/Coordinator: \_\_\_\_\_ VAN: \_\_\_\_\_

This Agreement is designed to promote the cooperation essential to the operation of The TMA Vanpool Program. It establishes the rights and responsibilities of the Volunteer Primary Vanpool Driver/Coordinator, hereinafter referred to as “**Driver**,” and The Transportation Management Association Group of Franklin, Tennessee, a nonprofit 501(c)(3) corporation organized and existing under the Tennessee Nonprofit Corporation Act, hereinafter referred to as “**TMA**.”

This Agreement shall be in effect beginning on the date the Agreement is signed by TMA and the Driver.

The Driver may terminate the Agreement for any reason with a 30-day written notice (unless waived by TMA).

TMA may terminate this Agreement by giving the Driver a 30-day written notice (to include fax and email) to the last provided address, if: ridership falls below 50% of rider capacity for two consecutive months; operation of the vanpool becomes inconsistent with the evaluation criteria established by TMA; and/or the program is terminated.

TMA may terminate this Agreement by giving the Driver a 24-hour written notice (to include fax and email) to the last provided address, for cause, which may include but not be limited to:

1. Driver or alternate driver is found negligent in part or whole for an accident;
2. A substantiated, written safety complaint is received by TMA;
3. Driver does not qualify for insurance coverage;
4. Unauthorized personal use of the vanpool vehicle;
5. Non-compliance with the vanpool program’s policies or terms of this Agreement.

In the event the Agreement is terminated, the Driver is responsible for returning the vanpool vehicle, all keys, vanpool records and materials to TMA within 48 hours. The van shall be clean and in good condition (ordinary wear and tear is expected). Failure to comply with this requirement will result in a \$100 service charge. Driver and TMA, or their respective agents, shall inspect the van and provide a jointly-signed report on its condition. In the event that negligence, such as unreported damage to the van, is determined by TMA, the Driver agrees to pay to TMA the insurance deductible required to return the van to satisfactory condition.

TMA is not responsible to Driver, Alternate Driver, or Riders for any loss of income, inconvenience or other damages sustained as a result of an interruption in the operation of the vanpool.

Termination notifications shall be mailed to the most current address on file with TMA.

As referred to in this Agreement, the

1. **Driver** is a vanpool participant (age 25 or older) who has volunteered to be the vanpool primary driver, who has been approved in writing by TMA as the Primary Driver, and who has signed the Vanpool Volunteer Primary Driver/Coordinator Lease Agreement. The Driver is not an agent, servant, or employee of TMA.
2. **Rider** means any person who is authorized by TMA through a Rider Agreement to ride in the vanpool vehicle, including the Driver and Alternate Driver.
3. **Coordinator** may be the Driver or any other vanpool rider. This person is responsible for the administrative tasks described in this Agreement, i.e., collecting monthly fees from riders and submitting payment to TMA and submitting required monthly reports to TMA.

**TMA, DURING THE TERM OF THIS AGREEMENT, AGREES TO:**

1. Provide a vehicle for the purpose of operating a vanpool.
2. Provide insurance coverage for only the vehicle supplied by TMA as set forth below:
  - a. Liability
  - b. Medical Payments
  - c. Property Damage Comprehensive
  - d. Collision
  - e. Uninsured Motorist
3. Name the Driver and Alternate Driver(s) as the insured. The Primary Driver agrees that vehicle owner, TMA and the State of Tennessee will be held harmless with regard to any liability for the operation of the vanpool. The insurance policy will reflect this.
4. Pay the insurance deductible cost unless TMA or the insurance carrier rules the cause of the accident as negligence on the part of the Driver.
5. Be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed, when inoperable, to the nearest authorized service facility.
6. Provide a backup vehicle by reservation on a first-come, first-served basis for occasions when the vanpool vehicle is out of service.
7. Credit Driver on a prorated basis for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, or until such time as a backup vehicle is made available by TMA.
8. Issue a FleetOne fuel card to the Primary Driver for the purchase of all fuel needs for the Vanpool vehicle as identified in this Agreement subject to timely ridership reporting and monthly lease and fuel payments.
9. Establish a schedule for routine service and maintenance of the vanpool vehicle at TMA-approved maintenance vendors. Routine service and maintenance expenses will be reimbursed by TMA (see #6 on page 6).
10. Coordinate the vanpool's daily route and schedule with the Driver.
11. Provide an outline of all policy and operational aspects of the vanpool program.

12. Provide all necessary report forms, including instructions for their completion and a submission schedule.
13. Provide guidelines and regulations for the daily operation of the vanpool.
14. Allow the Driver and Alternate Driver, with prior written approval by TMA, limited personal use of the vehicle outside of normal commuting periods at the rate of 50 cents per mile. If the vanpool vehicle requires repairs while being personally used by the Primary Driver or Alternate Driver, the repairs may be at the Driver's expense. In the event of an accident while driving the van for personal use, TMA will **not** be responsible for providing a backup vehicle for Driver while vehicle is being repaired. Driver will be responsible for coordinating other means of transportation for vanpool riders. The Primary Driver and/or Alternate Driver are allowed 100 combined personal miles free each month (see #20 on page 4).
15. Assist in maximizing the vanpool's ridership.
16. Provide access to emergency ride home e-vouchers at [www.vanstar.com](http://www.vanstar.com) (maximum annual limit of vouchers set by TMA).

**THE DRIVER (age 25 or older), DURING THE TERM OF THIS AGREEMENT, AGREES TO:**

1. Participate in the TMA commuter vanpool program as a volunteer driver.
2. Maintain a valid driver's license as required by the State of Tennessee and a good driving record according to TMA Vanpool Driver Qualification Guidelines. TMA will conduct annual Motor Vehicle Record checks to determine if a Driver continues to meet the established Driver Qualification Guidelines.
3. Wear/use safety belts properly at all times while driving the van. Make a reasonable effort to ensure all Riders are wearing their seat belts.
4. Establish, in cooperation with TMA, the vanpool route and schedule to pick up, transport, and deliver other vanpool riders to and from their residences (or other locations agreed to by Driver and riders) to their places of employment, education or other institutions.
5. Provide dependable and courteous service to vanpool riders.
  - a. Promptly notify Riders of mechanical failure and alternate transportation arrangements.
  - b. Coordinate the development of day-to-day operation rules for the vanpool (e.g., waiting times, music, etc.).
6. Drive the van only on hard-surfaced public streets and highways and other normal access roads and driveways.
7. Park the van in a secure place when not in use. The van is to be parked off-street at the residence of the vanpool Driver or other TMA-approved location during non-commute hours.
8. Allow **only** drivers with **written TMA approvals** to operate the van.
9. Obtain maintenance service to include the following:
  - a. Clean vehicle, exterior and interior.
  - b. Compliance with recommended or required maintenance service in accordance with TMA instructions at TMA-approved vendors.

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- c. Conformance with manufacturer's specifications for tire pressure.
10. Obtain prior approval from TMA for any expenditures relating to the safe operation of the vanpool vehicle. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of TMA. Any loss of such equipment will be reported to TMA VanStar staff immediately.
11. Enlist and assist TMA with training Alternate Drivers to ensure continued operation of the vanpool.
12. Arrange for at least one Alternate Driver to insure uninterrupted daily van operations on workdays when the Driver is unable to fulfill his/her responsibilities.
13. Complete basic driver training or safety awareness orientation as required by TMA.
14. Assist TMA in maintaining the vanpool at its maximum ridership and submit a signed TMA Rider Agreement for each Rider.
15. Operate the van in a safe manner in accordance with applicable insurance policies, laws, ordinances, rules and regulations.
16. Observe all drug and alcohol-related Tennessee laws (refer to most current Tennessee Comprehensive Driver License Manual <http://tn.gov/safety/index.shtml>).
17. Be solely responsible for any citation, fee, or other costs resulting from the violation of applicable laws while operating the vanpool vehicle.
18. Notify TMA within 24 hours of any moving violation by Driver involving the operation of any vehicle and send to TMA proof of the resolution of the violation within thirty (30) days of such resolution.
19. In the case of any incident or accident or any other loss or damage to or involving the vanpool vehicle:
  - a. Immediately notify the responsible law enforcement agency.
  - b. Notify TMA according to published accident reporting instructions.
  - c. Provide a written accident report to TMA within 24 hours of the incident or accident.
  - d. Cooperate fully with TMA and the insurance provider in all incident or accident investigations and/or settlements.
20. Make vanpool vehicle available to TMA for mileage verification semi-annually. Reimburse TMA based on mileage @ the rate of \$.50 per mile for any use of the van vehicle for non-commuting/personal trips in excess of the 100 combined miles per month.
21. Notify TMA in the event of any change in the Driver's principal place of employment or residence.
22. Notify TMA within 24 hours when she/he is no longer in accordance with the established Driver Qualification Guidelines.
23. Abide by all rules, which may from time-to-time, be established by TMA for the operation of the Vanpool.
24. Abide by arbitration provided by TMA in disputes arising out of the day-to-day operational vanpool rules.

**THE DRIVER, DURING THE TERM OF THIS AGREEMENT, FURTHER AGREES TO:**

1. **Not** transport formal groups, such as church groups, scout troops, athletic teams, etc.
2. **Not** transport any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive, nor contraband material.
3. **Not** tow any trailer, boat, or other vehicle; nor haul garbage or excessive loads; nor for any purpose requiring the removal of seats.
4. **Not** carry passengers for hire, or any business or commercial purpose.
5. **Not** load the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
6. **Not** leave the vehicle without removing keys or any other item(s) that could contribute to the vandalism or theft of the vehicle, closing windows, and locking all doors.
7. **Not** use the vehicle in the commission of a crime or illegal activity.
8. **Not** use a cell phone device (including a hands-free cell phone) or personal audio or video equipment while driving the vehicle.
9. **Not** permit use of tobacco products or smokeless devices while in the vehicle.

**THE COORDINATOR (the Coordinator and Driver may be the same person) AGREES TO:**

1. Maintain and submit appropriate records as required by TMA.
2. Collect the monthly fares and fuel costs, as established by TMA.
3. Submit payment for the monthly lease fee and fuel usage as described in the **Fees and Rates** Section either by check, money order, pre-approved vouchers, or pre-approved electronic fare media to TMA **postmarked no later than the twentieth (20th) day of the month.** A late fee of \$25 may be charged for payments postmarked after the 20<sup>th</sup> of the month.
4. Pay TMA any fees relating to late payment and insufficient funds charged to TMA and any other fees incurred by TMA relating to non-payment, including collection fees, attorney fees, court costs, etc.
5. Complete and submit the **monthly ridership report** in the format required by TMA no later than the **5<sup>th</sup> day of the month** either by fax (615-628-3219) or email ([mlee@tmagroup.org](mailto:mlee@tmagroup.org)).

**IMPORTANT**

Use of the FleetOne fuel card is contingent upon TMA's receipt of timely monthly ridership reports, 5000 mile maintenance service requirements and payment of monthly lease and fuel costs. The FleetOne card usage may be suspended until monthly reports and/or payments are brought current. TMA will notify Coordinator prior to suspending the fuel card.

Should the Vanpool Account remain delinquent 30 days past the due date, this Agreement may be terminated and the van repossessed. Delinquent accounts will be turned over to an outside collection agency.

6. Submit payments to The TMA Group. Absolutely no deductions are allowed from the monthly vanpool payments. TMA will reimburse the Coordinator for any approved out-of-pocket expenses such as oil changes, van washes (up to \$40 per month), emergency services, etc. Coordinator must request reimbursement by using the TMA Expense Reimbursement Form. Proof of purchase in the form of an original receipt or invoice (stamped "paid") is required.
7. Send payments and reports to:  
**The TMA Group**  
**708 Columbia Avenue**  
**Franklin TN 37064**  
**615-790-4005**  
**615-628-3219 fax**

Driver/Coordinator may not assign this Agreement nor rights hereunder.

Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

This Agreement may be modified only by subsequent written amendment signed by the TMA and the Driver/Coordinator.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

**Fees & Rates:**

Total Monthly Miles: (Not to exceed \* miles by **12/31/2015**).\*\*

Monthly Rate: \$ (late fee of **\$25.00** is added for any payments postmarked after the 20<sup>th</sup> of the month)

Make all checks payable to: **The TMA Group**, 708 Columbia Avenue, Franklin, TN 37064.  
Telephone Number: 615-790-4005

**Note: Fuel costs are the responsibility of the Driver/Coordinator.** The assigned fuel card must be used **ONLY** for fuel and for **ALL** fuel purchases. The Coordinator/Driver will be billed monthly for fuel purchases for the previous month. **Fuel costs are not included in the preset monthly lease fee indicated above).**

*\*An additional 100 miles per month has been added for the Driver/Coordinator non-commute allowance of 100 miles per month.*

*\*\*If the Agreement terminates before **12/31/2015**, the mileage limit is adjusted and determined by the number of months the vanpool has been operating times the total monthly miles.*

I have received, read, and understand this Agreement.

**IN WITNESS WHEREOF**, and in consideration of that which has been agreed hereto, the parties have executed this Agreement on the \_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

\_\_\_\_\_  
Driver Signature                      Date

\_\_\_\_\_  
Coordinator Signature              Date

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Social Security Number

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Social Security Number

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Work Phone

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Work Phone

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Employer

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Employer

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TMA Staff Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title