



The TMA Group

VANPOOL RIDER AGREEMENT

Vanpool Rider: _____ Van ID: _____

This Agreement is designed to promote the cooperation essential to the operation of a successful vanpool. It establishes the rights and responsibilities of the Vanpool Rider, hereinafter referred to as **Rider**, in The TMA Vanpool Program as established by The Transportation Management Association Group, Franklin, Tennessee, a nonprofit 501(c)(3) corporation organized and existing under the Tennessee Nonprofit Corporation Act, hereinafter referred to as **TMA**.

Rider, as referred to herein, means any person who is authorized by TMA through a Rider Agreement to ride in the vanpool vehicle, including the Driver and Alternate Driver.

THE RIDER, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Pay the regular monthly fare plus fuel costs no later than the seventh (7th) day of the month in advance of service. A late fee of \$10.00 may be charged for payments received after this date.
2. Abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the vanpool members. Individual vanpool rules shall not conflict with any rules established by TMA.
3. Comply with reasonable requests from the Driver. Be courteous of other Riders. Practice good personal hygiene.
4. Notify the Driver promptly when not planning to use the Vanpool.
5. **Provide the Driver with fifteen (15) calendar days advance notice of intent to terminate vanpool participation.**
6. Notify TMA immediately if a Driver is operating the van in an unsafe manner.
7. Wear/use safety belts properly at all times while occupying the van.
8. **Not** drink alcohol in the Vanpool vehicle.
9. **Not** use tobacco products or smokeless devices while in the Vanpool vehicle.
10. Indemnify and hold harmless TMA, its authorized agents and employees, the vehicle owner, its authorized agents and employees, and the Driver/Alternate Driver/Coordinator from any liability, claims and demands for:
 - a. Loss, theft, or damage to personal property

Initial

- b. Loss of income or consequential damages whatsoever resulting from delays, tardiness, failure to make a scheduled pick-up, unavailability of the vanpool vehicle, or termination of the vanpool program.

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

1. Provide a vehicle for the purpose of operating a vanpool.
2. Assist in maximizing the vanpool's ridership.
3. Provide a policy and operations manual for the vanpool program.
4. Establish a fare schedule for participation in the vanpool.
5. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the vanpool's vehicle is out of service.
6. Credit Riders 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 loaner vehicle is made available by TMA.
7. Provide a limited number of Emergency Ride Home (ERH) trips to registered VanStar Riders. (See Emergency Ride Home below).

AGREEMENT

This Agreement shall be effective as of the date of its signing and shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination.

TERMINATION

A Rider may terminate this Agreement for any reason with a 15 day written notice regarding intent to terminate to the Primary Driver/Coordinator.

The Primary Driver or Coordinator has the authority to terminate a member of the vanpool who behaves inappropriately, fails to pay monthly fare and share of fuel costs, or does not comply with the terms of this Agreement.

TMA may terminate this Agreement if:

- Ridership falls below 50% of van capacity for two consecutive months,
- Operation of the vanpool becomes inconsistent with the rules established by the Federal Transit Administration, the State of Tennessee, and TMA,
- Rider's behavior creates a threatening or unsafe environment for the operation of the vanpool, or
- The vanpool program is terminated.

GENERAL VANPOOL OPERATING POLICIES

COMMUNICATION:

- Questions regarding the daily operation of the vanpool will be answered by the Primary Driver or Coordinator (route adjustments, operating hours, payment amounts, etc.).
- All reasonable requests from the Driver or Coordinator should be followed.

HOLIDAY SERVICE:

If two (2) or more riders are working on a holiday, a TMA-approved driver may operate the vehicle AFTER notifying the Primary Driver or Coordinator. NO changes will be made to the arrival / departure times, route, or stops unless advance notice of the change(s) is given to the Primary Driver/Coordinator.

EMERGENCY RIDE HOME (ERH)

ERH provides a free ride home using a taxicab or rental car for a registered VanStar vanpooler who routinely rideshares a minimum of three times per week and has an emergency. TMA sets the annual limit for ERH trips. The ERH program covers the rental car for a 24-hour period only. The ERH program does not cover fuel or gratuity.

An emergency is defined as:

- The registered Vanpooler or a family member suffers an illness or accident during the work day, causing the employee to leave work early.
- The registered Vanpooler unexpectedly works past normal quitting time at the supervisor's request with no advance notice.
- The registered Vanpooler's normal vanpool driver must unexpectedly leave work early.

The Emergency Ride Home program may not be used for personal errands, pre-planned medical appointments, business-related travel, or working late without a supervisor's request.

VanStar Vanpoolers can access Emergency Ride Home e-vouchers through their individual Rider Account at www.vanstar.com.

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.

I have received, read, and understand this Agreement.

RIDER:

Signature_____

Name (print)_____

Date_____

Email Address _____

Home Address_____

City_____ Zip_____

Home/Cell Phone_____

Employer_____

Work Address_____

Work Phone_____

Supervisor's Name_____

The TMA Group
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www.vanstar.com