

# VANPOOL PROGRAM OPERATIONS MANUAL



***triangle***  
***transit***

Dear Vanpool Driver:

Thank you for volunteering to become a vanpool driver. The Triangle Transit 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 Triangle Transit staff can help your vanpool operate efficiently. Through constant communication, the Triangle Transit 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 Triangle Transit at (919) 485-7462

Information can also be found on our website at [www.triangletransit.org](http://www.triangletransit.org)

*Vacant* – Vanpool Manager  
*Jane Litton* – Vanpool Assistant  
\_\_\_\_\_ TDM Coordinator  
\_\_\_\_\_ Ridesharing Coordinator  
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## **INTRODUCTION**

### **Mission Statement**

*“Triangle Transit improves our region’s quality of life by connecting people and places with reliable, safe, and easy-to-use travel choices that reduce congestion and energy use, save money, and promote sustainability, healthier lifestyles, and a more environmentally responsible community”.*

### **Welcome**

Triangle Transit would like to welcome you to the vanpool-leasing program. Vanpooling is simply a larger version of a carpool. Vanpooling is the most economical way to travel for people commuting more than 10 miles (one way) to work. You will save hundreds of dollars a year in gasoline, maintenance, parking, and insurance costs!

Volunteering to be a vanpool driver or rider helps not only the commuting public, but the environment as well.

A Triangle Transit representative has already explained the vanpool program to you in detail when you signed the lease agreement. Please use this manual as a reference guide to all of your questions about vanpooling. If you need additional information or have any questions along the way don't hesitate to call. We look forward to serving you for many miles to come!

## **VANPOOL OPERATIONS**

### **Requirements**

Drivers must have a valid class “C” North Carolina driver’s license, a clean driving record, pass a criminal background check, qualifying test (drug) and have a good credit history.

Daily round trip mileage should be determined and documented by setting the route and pick-up points.

At least 6 paying passengers are needed to start a 7 passenger pool and 10 passengers are required for a 12 or 15 person pool.

A \$300.00 refundable security deposit is required prior to leasing a van.

A signed vanpool lease agreement by both the primary and backup driver.

A 30 day written notice is required when terminating a lease. Triangle Transit may terminate a lease at any time for just cause.

### **Plan the Route**

Vanpool routes should run from the driver's home to the pick-up point and on to the work site. Shopping centers, movie theaters, churches and park-and-ride lots are excellent pick-up points. Some pools may require more than one pick-up point.

Vanpool fares are based on the van's average monthly commute. Plan the most direct route to and from the work site. Triangle Transit does not allow picking up riders door to door as this adds mileage and time on to the commute. Riders should carpool to the pick-up site whenever possible.

### **Maintaining Existing Pools**

Each van has a capacity of 15, 12 or 7 passengers. If a van is full and additional riders come forward these riders should be placed on a waiting list. Potential riders should also check [www.sharetheridenc.org](http://www.sharetheridenc.org) for additional riders. Forming additional pools is always an option.

## **DRIVER QUALIFICATIONS AND RESPONSIBILITIES**

### **Driving Record**

A DMV record check that shows a clean driving record for the past seven years is required. Drivers are not permitted to carry points on their driving record / license while under lease agreement to drive a Triangle Transit van.

### **Credit Rating**

The primary driver is typically the lease holder. Triangle Transit will perform a credit bureau check on this individual. A good credit record is required.

### **Collecting and Submitting Fares**

The primary driver, or another member of the vanpool (approved by Triangle Transit), is responsible for collecting the monthly fare from each rider and submitting it to Triangle Transit by the 5th of each month. This must be in single form of payment (check or money

order). Multiple checks or cash is cannot be accepted. You can find more details about the monthly fares on page 7.

### **Mileage, Maintenance and Revenue Logs**

Every month the driver must submit an up-to-date roster of the van riders and a log of beginning and end of month mileage and number of the miles the van has traveled that particular month. The vanpool roster and the mileage log are available in the forms folder or on our website at [Online Resources](#) or <http://triangletransit.org/vanpool/resources/>

### **Fueling the Van**

The primary driver is responsible for fueling the van. During the formation of the vanpool, the driver is issued 1 fuel card. The fuel must be regular unleaded gasoline. To verify charges, drivers are required to submit receipts at the end of the month with the roster and mileage log. Only self-service fueling is authorized (no full service will be accepted). Without receipts, the driver will be charged for the purchase. All receipts must have the following: • Van Number, • Number of Gallons Purchased, • Mileage, • Price per Gallon, • Total Amount Purchased, and • Driver's Signature.

### **Arrange for Back-up Driver**

The driver is responsible for arranging a back-up driver if he/she is unable to drive. This assures passengers continuous, reliable transportation in the case of personal sickness, emergency or vacation. All vanpools must have at least one back-up driver, approved by Triangle Transit, before it can begin operation.

The back-up driver must meet the same qualifications as the primary driver. The back-up driver assumes the responsibility of operating the vanpool, including the daily reports, in the absence of the vanpool driver.

### **Parking the Van**

When parking the van at the employment site, the driver should follow their individual employer's parking guidelines. Many employers provide preferential parking for vanpools. Residential parking of the van is limited to a secure, off-street location (private driveway, apartment parking lot, etc.) or a pre-approved pick-up location. Make sure the lights are off and all of the doors are locked before leaving the van. Triangle Transit is not responsible for items left in the van.

### **Personal Use of the Van**

Triangle Transit allows up to 100 personal miles each month, for our 7, 12 and 15 passenger vans free of charge. The mileage can be used entirely by the driver, or you may split the miles with the back-up driver. Additional miles can be used up to 100 each month, at 50.5 cents per mile. ONLY the approved driver and back-up drivers are allowed to operate the van. The personal use of the van is intended as an incentive for the driver and should not be used to transport organized groups, clubs or riders who are not part of the vanpool.

### **Restrictions**

The driver shall operate the van in accordance with all applicable State laws, in a reasonable and safe manner, and in such places as to not expose it or its passengers to unsafe conditions. The van will be driven only on hard public streets and highways and other normal access roads and driveways; the van will not be driven over bridges or roads posted for a maximum weight of three (3) tons or less. The driver shall not permit the van to be used to pull trailers, and no temporary or permanent trailer hitches or carrying racks shall be attached to the van. Driver shall not use or possess any alcoholic beverage or illegal drug, or other substance within the van. Furthermore, the driver may not take the van to any establishment whose primary business is serving or selling alcohol. The driver shall not operate the van after consuming alcohol, illegal drugs or other substances, or medications which recommend refraining from driving after ingesting. Triangle Transit has the right to immediately terminate the vanpool upon any violation of this paragraph.

### **Training**

Triangle Transit is committed to provide a safe environment to the drivers and passengers. All vanpool drivers must attend a driver orientation and training session. This consists of a comprehensive overview of all materials in the Triangle Transit 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 Triangle Transit vanpool certification and driving test before being allowed to operate the vehicle. Triangle Transit also reserves the right to "shadow" a van pool to ensure safe driving techniques are been utilized.

Additionally, a mandatory defensive driving training session is offered 4 times each year. All primary and back-up drivers are required to attend.

## **VANPOOL FARES**

### **Fares**

Vanpool fares are based on operating, depreciation and insurance costs. Operating costs include gasoline, oil and maintenance. Fares are determined by the van's average monthly commuting mileage. Fares are calculated on an average of 21 days per month. Passenger fares are determined by dividing the total monthly payment by the number of paying passengers. Please review the monthly fare sheets in your "forms" folder or visit our website on the [vanpool fare page](#) or <http://triangletransit.org/vanpool/fares/>

Drivers should require a seat deposit from the riders totaling one months fare. This will cover any tardiness of the riders should this become an issue.

### **Vanpool Deposit**

The van riders and driver are required to pay a \$300.00 security deposit to Triangle Transit before the van can be leased. Upon termination of the vanpool, the van will be inspected for any unreported damage. Any costs incurred by Triangle Transit as a result of repair or cleaning will be deducted from the security deposit. If there is no damage to the van, and all outstanding debt is paid, the security deposit will be refunded. The lease signer is responsible for any additional non reported damage to the vehicle. Triangle Transit is not responsible for items left in the van.

### **Prorating**

#### **Startup Vanpools**

Vanpools beginning operation in the middle of the payment period will have the fare adjusted to the number of days the vanpool is in operation for the first month.

### **Holidays**

Holidays are not prorated for a vanpool. The lease is based on a 21-day month to include weekends and holidays.

## Breakdowns

In the unlikely event of a breakdown, Triangle Transit will make every effort to provide another van. However, if Triangle Transit is not able to provide a back-up van for commuters for more than 2 days, the monthly fare will be adjusted for the actual number of days the van was operated.

## Commuting more than 5 days a week

Although most Triangle Transit vans are leased for a five-day work week, there are circumstances in which employees must report to work for more than 5 days a week. If this situation occurs, the monthly fares will be adjusted according to the total miles traveled for the month. The Vanpool Manager will adjust the fare and inform the driver of the total amount due.

## **Emergency Seat Subsidy**

If a vanpool with a previous 12 month history of success falls below a certain number of paying riders, it can qualify for an emergency seat subsidy. A 15 Passenger van with 12 riders can qualify for a 4 seat subsidy. A 12 passenger van with 10 passengers can qualify for a 2 seat subsidy. A 7 passenger van is not eligible for any type of subsidy. The subsidized period shall not last more than two months. This situation may occur due to company closings, layoffs or an unforeseen decline in riders. Once an emergency seat subsidy is used, the van is Not eligible for any additional subsidies until after 12 months. If the total number of passengers (including the driver) falls below 9 in a 15-passenger or 7 in a 12 passenger, the vanpool is subject to termination.

## **Out-of-Pocket Expenses**

If the driver is unexpectedly forced to pay for an expense, out-of-pocket, for the van (i.e. fuel, repair) Triangle Transit will reimburse the driver in full. The driver must submit a Request for Reimbursement Form, along with receipt of the expense to the Vanpool Manager. The Request for Reimbursement Form is located on in the forms folder or our website [Online Resources](#) or <http://triangletransit.org/vanpool/resources/>

## **MAINTAINANCE, CLAENING AND REPAIRS**

### **Scheduled**

All scheduled maintenance is coordinated through the Vanpool Manager. Vans are typically serviced at 6,000 mile intervals. At this time the oil is changed and an inspection of the van is performed according to manufactures' recommendations. Other services are performed according to the van's accumulated mileage or upon complaint / request of the driver.

### **Drivers Responsibility**

#### **Routine Maintenance**

Drivers are responsible for checking the oil and window washing fluid levels at every fuel filling. Drivers shall note the checking of the vehicle in the inspection log. The driver should also routinely check the tire pressure to be sure the tires are properly inflated. The van driver should contact the Vanpool Manager whenever there is a problem with the performance of the vehicle.

#### **Van Appearance & Cleanliness**

The van driver is responsible for keeping the van clean, both inside and out. Keeping the van's windows, head and signal lights clean improves safety through increased visibility. A clean van also represents the pride the driver takes in the van and symbolizes a positive image for both the vanpool and Triangle Transit.

Riders are also expected to help maintain the cleanliness and appearance of the van. Make sure all trash is removed from the vehicle when arriving to the destination. Please remember that smoking is strictly prohibited in any Triangle Transit van.

### **Replacement Van**

Typically, Triangle Transit will come get your van, service it and return it while you are at work. If additional service or repairs are needed, Triangle Transit will provide a replacement van until the service or repair of the assigned van is complete. As is true with the assigned van, only the pre-approved driver and back-up driver(s) are allowed to drive the replacement van.

## Keys

Four sets of keys are issued with each van. Triangle Transit recommends that the primary and back-up driver keep two sets a piece. There will be a charge of \$50.00 for lost or misplaced keys.

## EMERGENCY & ACCIDENT PROCEDURES

### Accidents

In the unfortunate event of an accident, the driver must notify the appropriate Police Department or Highway Patrol and the Triangle Transit Vanpool Manager as soon as possible. Never leave the scene of the accident, even if the other party involved does. Insist that the proper authorities be notified before moving any vehicles. Leaving the scene or moving vehicles may make it harder to establish fault and may result in the van driver being charged with the accident or no charge being made at all.

If you are in an accident before 7:00AM or after 5:30PM please call the Vanpool Manager at 919-622-9097 (cell) or the vanpool mechanic at 919-622-9098 (cell). If the accident occurs between 7:00AM and 5:00PM please call the Vanpool Manager at 919-485-7462 or customer service at 919-485-RIDE (7433).

Please complete the Accident Report Form (located in the "forms" folder) or on our website [Online Resources](#) or <http://triangletransit.org/vanpool/resources/> and submit it to the Vanpool Manager immediately. A leaflet containing information about the van insurance coverage is included in your "forms" folder. If a replacement van is needed Triangle Transit will provide one.

### Emergency Procedures for Accidents and Incidents

- Stop the vehicle
- Call 9-1-1
- Put on the hazard flashers.
- Do not move the vehicle unless you are told to by a Police Officer or Triangle Transit Supervisor.
- Properly secure the vehicle; shut the engine off if fire is suspected. **DO NOT** open the engine compartment.

- Remain calm and in control. Accidents and Incidents can be very upsetting.
- Determine if there have been any injuries, be sure to advise the 9-1-1 operator as such.
- Check for fire and other dangers.
- Inform riders of the situation, processes involved likely delay and that alternate transportation will be forthcoming.
- Riders should remain at the site until the police arrive.
- Count the number of passengers on the vehicle at the time of the accident/incident.
- No one except law enforcement, emergency medical personnel or a Triangle Transit supervisor should be allowed on the vehicle.
- If necessary, direct traffic around the scene of the accident/incident.
- If there are injuries, attempt to determine the extent of the person's injuries.
- Do not move an injured person unless further injury or life is threatened.
- Try to keep the injured person comfortable until help arrives

### **Business Hour Breakdowns**

If a breakdown occurs between 7:30AM and 5:00PM please call the Vanpool Manager at 485-7462 or 485-7461.

### **Van Theft**

Although highly unlikely, your van may be stolen. If this unfortunate event arises please report the theft to your local authorities just as you would with your own personal vehicle. You must then report the incident to the Vanpool Manager at 485-7462. Please include the time, day; police report #, and the officer who took your report. Whenever possible, Triangle Transit will provide a replacement van immediately.

### **After Hours Emergencies / Breakdowns**

Each vanpool is covered by Fuelman™ for emergency roadside assistance. Membership is in the name of the Triangle Transit. Emergency services are available for each vanpool and include towing service, tire service, battery service, fuel delivery service and lockout and key service. The emergency number for the vanpool driver to contact if assistance is needed is 1-877-388-8778. When Fuelman™ Motor Club is called, the following information should be provided:

- the name of the driver
- the name of the company (Triangle Transit)
- the make, model and color of the vehicle
- the exact location of the vehicle
- the nature of the trouble the phone number in which the driver of the van can be reached.

### **Adverse Weather**

In case of adverse weather, the Triangle Transit asks that the vanpool driver make the decision whether or not to operate the vanpool. Triangle Transit also recommends that the

driver and riders establish a means of communicating with one another in the case of adverse weather. The Triangle Transit Vanpool Manager will be in the office during adverse weather. If your vanpool requires assistance please call 485-7462.

## **VANPOOL ETIQUETTE**

### **Vanpool Disputes**

A Triangle Transit representative has already met with you and your riders to review Triangle Transit vanpool rules and regulations, and to help your vanpool determine the best route, pickup location(s), times, how to contact backup driver(s), etc. In order to avoid probable conflicts, Triangle Transit has developed a Driver/Rider Agreement (included in the "Forms" folder) or our website [Online Resources](http://triangletransit.org/vanpool/resources/) or <http://triangletransit.org/vanpool/resources/>. The vanpool driver should review this form with each prospective vanpool member. Both parties must sign the agreement once an individual has decided to join the vanpool. This agreement assures that all participants are aware of the vanpool rules, regulations and operating procedures. The driver may add additional guidelines or rules to the Driver/Rider Agreement as long as they do not directly conflict with current Triangle Transit vanpool rules and regulations. Copies of all driver / rider agreements should be sent to Triangle Transit, Attn: Vanpool Manager.

Guidelines for a vanpool should be discussed and decided with the entire vanpool group at the beginning stages. The guidelines should include but not be limited to:

- Agreement on the vanpool route – in order to keep cost low, Triangle Transit suggest that vans travel the shortest distance from pick-up point to the work site.
- Agreement on the inside van temperature – Triangle Transit recommends keeping the inside of the van at 70 degrees.
- Agreement on seat assignment – if the van is not full, Triangle Transit recommends having no one sit in the front passenger seat so that the driver has increased visibility.
- Agreements on driver/rider perfume and cologne wearing on while on the van.
- Agreement on the use of reading lights on the van.
- Agreement on the number of carry-on bags - Triangle Transit suggests riders carry 1 bag and 1 purse, if applicable, while riding the van.
- Agreement on the wearing of hats and coats while riding in the van - Triangle Transit suggests that all hats be removed when the van is moving so that the van has adequate visibility.
- Agreement on the due date of the van fare payment. Triangle Transit suggests that riders pay a deposit totaling one months fare. Riders should pay their vanpool fare when requested by the van driver at the end of each month. This allows ample time for checks to clear and the total amount to reach Triangle Transit by the due date.
- Agreement on the radio station and volume.
- Seatbelt usage is mandatory.

Smoking is never permitted in any Triangle Transit vanpool vehicle.

### **20 Rules for Resolving Disputes in Vanpools\***

1. Stop arguing.
2. Sit down together.
3. Take turns listening without interruption.
4. Summarize, clarify and acknowledge what the other person said.
5. Say what you think the other person's position is. Ask if this is correct.

6. Don't make accusations. Say: "I feel \_\_\_\_ when you \_\_\_\_\_ because \_\_\_\_\_.
7. Separate personalities from problems.
8. Separate positions from interests by asking "Why?"
9. Look for creative solutions. Brainstorm.
10. Break the problem down into smaller parts.
11. Look for criteria to make the agreement enforceable.
12. Write down your agreements.
13. If you can't agree, take a break and come back later.
14. Write down what you want the other person to do and what you will do to end the dispute.
15. Go on to other issues.
16. Split the difference.
17. Look for trade-offs.
18. Say what will happen if you don't end the dispute.
19. List and prioritize all possible solutions.
20. Ask someone you both trust to mediate the dispute.

\*From the Center for Dispute Resolution (Carrboro, NC)

### **Grievance Procedures**

If any disputes with riders or between riders cannot be resolved by the vanpool, please call the Vanpool Manager at 485-7462 or 485-7461 for assistance. A resolution will be attempted. If problems cannot be resolved between drivers and or riders, the Vanpool Manager reserves the right to remove riders and or drivers.

## **RIDERS**

### **Termination of a Rider**

Drivers may ask disruptive riders to leave the vanpool. Reasons for termination include, but are not limited to disruptive behavior, excessive lateness at pick up point, slow to pay or not paying the monthly fare. Drivers should always document reoccurring incidents. Riders should receive (1) a verbal warning, (2) a written warning, and (3) a written termination notice (30 days). Termination notices must clearly state the reason for terminating ridership. Moreover, all vanpool rules and regulations must be clearly stated both orally and written. Copies are required to be submitted to the Vanpool Manager.

### **Adding Riders**

When a pool is full the driver should maintain a list of prospective riders. This list should be kept in numerical order based on date of inquiry. When a rider leaves the pool the next person on the list should be asked to join the pool.

### **Vacant / Open Seats**

If there is no waiting list in place to fill an open seat, the driver should contact the vanpool manager and an open seat notice will be placed on the Triangle Transit website. Additionally, the driver can check [www.sharetheridenc.org](http://www.sharetheridenc.org) for any riders looking to join a pool.

### **Rider / Driver with Disabilities**

Triangle Transit is committed to comply with the Americans with Disabilities Act (ADA).

Triangle Transit will modify vans to incorporate wheelchair lift and will subsidize the seats taken by a personal care attendant or guide dog. Please contact the vanpool manager for additional information about ADA.

## **IMPORTANT NUMBERS**

Vanpool Manager – Vacant

Van Pool Assistant - Jane Litton - 919-485-7461 (office) or 919-622-9097 (cell)

Emergency Ride Home Program Inquiries - 919-485-RIDE (7433)

After Hours Emergency Roadside Assistance (Fuelman™)

Phone Number: 1-877-388-8778 Member Name: "Triangle Transit"

## **Any emergencies 9-1-1**

Local Agency for non emergency contacts:

Raleigh Police Dept. 919-890-3335

Durham Police Dept. 919-560-4209

Chapel Hill Police Dept. 919-968-2760

Cary Police Dept. 919-469-4324

# Appendix A

## Vanpool Driver Application



# Vanpool Driver Application

**Name:** \_\_\_\_\_ **Employer:** \_\_\_\_\_  
**Home Address:** \_\_\_\_\_ **Work Address:** \_\_\_\_\_  
 \_\_\_\_\_  
**Home Phone:** \_\_\_\_\_ **Work Phone:** \_\_\_\_\_  
**NC Driver's License:** \_\_\_\_\_ **Expiration Date:** \_\_\_\_\_  
**Social Security #:** \_\_\_\_\_ **Miles to Work:** \_\_\_\_\_  
**Date of Birth:** \_\_\_\_\_ **Work Hours:** \_\_\_\_\_  
**Email Address:** \_\_\_\_\_

Please list every state where you have had a valid driver's license: \_\_\_\_\_

What is your driving record? **YOU MUST LIST EVERY ACCIDENT, TRAFFIC VIOLATION & MOVING VIOLATION IN THE LAST SEVEN YEARS:**

\_\_\_\_\_

What type of space can you provide for overnight van parking (off-street)? \_\_\_\_\_

\_\_\_\_\_

How much travel and overtime does your job require?  
\_\_\_\_\_

Are you applying for Driver? \_\_\_\_\_, or Back-up Driver? \_\_\_\_\_ (check one)

Supervisor's name and work number: \_\_\_\_\_

I understand that the Triangle Transit Authority must check my driving record, employment and credit history. I give TTA the right to investigate all information given and to secure additional information if necessary. I further authorize and request any city, state, or federal agency, department or bureau to furnish this information. I hereby release from liability or responsibility all persons, companies, corporations, city, state, or federal agency, department, or bureau furnishing this information. I further acknowledge that under the **Fair Credit Reporting Act of 1996** if my driver application is denied in whole or in part because of information obtained by the TTA from a consumer reporting agency that I will be notified by written, oral, or by electronic means. I have a right to make a written request within 60 days of notification to receive the name and toll-free telephone number, where a free copy of the report from the Consumer Credit Agency can be obtained. The information from the consumer report will not be used in violation of any Federal or State equal opportunity law or regulation.

### Driver Privacy Protection Act Authorization to Disclose Personal Information (DL-DPPA-2)

I understand that personal information contained in my Motor Vehicle records are protected by the Federal Driver Privacy Protection Act and NC General Statutes 20-43.1. I hereby authorize that the personal information in my file may be released to the following person: Person to receive information: Total Information Source (TIS) Kim Goodwin

\_\_\_\_\_  
Print Full Name(as it appears on your license) NC Driver's License Number

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

# Appendix B

## Vanpool Driver / Rider Agreement



## Triangle Transit Driver/Rider Agreement

The rider whose signature appears below enters into this agreement with the driver for the purpose of riding in a vanpool to and from work. A rider can be removed from the vanpool for offensive behavior and/or violating this agreement.

### The Rider Agrees:

1. To pay the driver promptly, 5 days prior to the last day of each month, understanding that fares are not refunded if the rider is out of work for any reason, acknowledging that the van will operate Monday – Friday and may not operate on certain holidays. When terminating, rider agrees to pay for the final 30 days whether rider is on the van or not.
2. To understand that the driver may require a seat deposit equal to 1 months vanpool fare.
3. To understand that driver may require riders to pay in the form of cash or money orders in the event that a check fails to clear or is returned for insufficient funds. Rider is responsible for all penalty fees incurred by the driver for worthless checks
4. To understand that driver may terminate ridership for continuous failure to pay vanpool fare on time.
5. To notify driver as soon as possible when rider will not be riding the van.
6. To understand that substitute riders need the prior approval of the van operator.
7. To wear seat belt at all times while the van is moving.
8. To restrain from controversial conversation topics, such as politics, religion, or ethnic groups; these can lead to distraction for the driver and safety issues for riders. See item Number 5 for the van driver.
9. Abide by all guidelines set by vanpool group, such as van temperature, seat assignments, perfumes, etc.
10. To be ready to leave at the designated pick-up place at the designated time, understanding that the driver will wait only 2 minutes before departing.
11. To understand that disruptive behavior or the use or possession of any alcoholic beverage or any narcotic drug, chemical or other controlled substance in violation of the law is prohibited in the van.

**The Driver Agrees:**

1. To provide transportation on a daily basis, Monday through Friday (except designated holidays).
2. To be on time in picking up riders and to wait a maximum of 2 minutes for the rider.
3. To notify the riders if the van is inoperable and unable to transport them to work. Back-up carpools can be established for this situation.
4. To keep the van clean and serviced.
5. To maintain good order and discipline on the van as outlined in the Vanpool Procedures Manual.
6. To wear seat belt at all times while the van is moving.
7. To establish guidelines with vanpool group.

Termination of the Agreement:

The rider or driver may terminate this agreement by giving a 30-day written notice.

Pick-up Time: \_\_\_\_\_ Drop-off Time: \_\_\_\_\_

Pick-up Place: \_\_\_\_\_ Drop-off Place: \_\_\_\_\_

Rider Information:

Name: \_\_\_\_\_ Address: \_\_\_\_\_

Home Phone: \_\_\_\_\_

Employer: \_\_\_\_\_ Address: \_\_\_\_\_

Work Phone: \_\_\_\_\_ Email Address: \_\_\_\_\_

Cell Phone: \_\_\_\_\_

Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_

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

# Appendix C

## Lease Agreement (12 Pass)

NORTH CAROLINA )  
)  
DURHAM COUNTY )

**TTA VAN  
LEASE AGREEMENT**

THIS LEASE AGREEMENT (“Agreement”) is made this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, by and between Research Triangle Regional Public Transportation Authority (d/b/a “Triangle Transit Authority” and hereinafter “TTA”) of 68 T. W. Alexander Drive, Research Triangle Park, North Carolina 27709; and

\_\_\_\_\_, North Carolina  
(Print Driver Name) (City)

\_\_\_\_\_, North Carolina  
(Print Back-Up Driver Name) (City)

\_\_\_\_\_, North Carolina  
(Print Back-Up Driver Name) (City)

\_\_\_\_\_, North Carolina  
(Print Back-Up Driver Name) (City)

\_\_\_\_\_, North Carolina  
(Print Back-Up Driver Name) (City)

(collectively “Driver” or “Drivers”).

WHEREAS, TTA is the owner of certain vans which are available for lease to acceptable drivers for the advancement of TTA’s Vanpool Program:

WHEREAS, the Vanpool Program matches no fewer than seven commuters to a TTA van that is driven from or to Wake, Durham, or Orange county; and

WHEREAS, TTA and Drivers desire to enter into this Agreement by which TTA will make available to Driver a van for use in advancing the Vanpool Program;

NOW, THEREFORE, in consideration of mutual promises stated below, the parties agree:

1. Vanpool Formation. TTA agrees to assist Driver in forming and maintaining a vanpool group, and to render other administrative assistance to Driver, necessary for advancing the Vanpool Program. The extent to said assistance shall be determined by TTA in its sole discretion; however, in furtherance thereof, TTA and Driver agree to use reasonable

efforts to identify at least eleven (11) paying passengers to be transported to and from work in the Van defined in Section 2 below. If during the term of this Agreement, a Driver believes the number of paying passengers being so transported will fall below eleven (11), a Driver shall so notify TTA at the earliest possible date; and the parties shall make a reasonable effort to identify paying passengers such that the number of paying passengers being so transported shall be at least eleven (11). If said additional paying passengers cannot be identified within sixty (60) days, any party may immediately terminate this Agreement.

2. Lease of Van. TTA will furnish to Driver an eleven (11) passenger van with identification number \_\_\_\_\_ (“Van”) for use in accordance with the terms of this Agreement. The Van is and shall at all times remain the property of TTA, and Driver shall have no right, title, or interest therein except as expressly stated in this Agreement. Driver has no right to make any alterations to the Van with out first receiving TTA’s written consent, which consent may be withheld. Driver agrees that the Van is and will be suitable for the use for which it is intended. TTA makes no express or implied warranties as to any matter whatsoever, including without limitation, the condition of the Van, its merchantability, or its fitness for any particular purpose. No defect in or unfitness of the Van when received by Driver shall relieve Driver of Driver’s payment obligations under this Agreement. The Driver hereby authorizes TTA to deduct from Driver’s paycheck when possible for the payment of fares that are due and not received by TTA under this Agreement.

3. Term of Agreement. This Agreement shall be for a term of one (1) month, unless sooner terminated as provided by this Agreement. If this Agreement has not been sooner terminated, Driver may continue to lease the Van beyond the term of this Agreement on a month-to-month basis, provided that said leasing shall be in accordance with this Agreement. In addition to other termination rights described in this Agreement, any party may terminate this Agreement as of the end of any month by giving written notice, pursuant to Section 18, to the other parties at least fifteen (15) days prior to the expiration of said month.

4. Rent. Driver agrees that Driver shall pay TTA a monthly rental fee for the Van on or before the fifth (5<sup>th</sup>) of each month during the term of this Agreement. The monthly rental fee shall be the operating and fixed costs of the Van as determined based on the TTA Vanpool Monthly Fare Calculation, attached hereto as Appendix A and incorporated herein by reference. These costs will be reviewed by TTA at least every six (6) months and may be revised by TTA based on said review. Driver will pay to TTA , in addition to rent payable pursuant to this Agreement, a late fee of twenty-five dollars (\$25.00) for every amount payable from Driver to TTA pursuant to this Agreement which is not paid by its due date described in this Agreement, and twenty-nine (\$29.00) for any check given by Driver to TTA which is returned by the bank on which the check is drawn after it is first presented for payment. Any said late fee shall be due with payment of monthly rent and any said return check fee paid within ten (10) days of receipt by Driver of notice from TTA.

5. Security Deposit. Driver shall deposit with TTA, on or before the execution of the lease, the sum of  $\$520.00$  and no/100 dollars (\$520.00) to be held as a security deposit for the faithful performance by Driver of this Agreement. This security deposit will be held by TTA until this Agreement is terminated, except that TTA may apply so much thereof as is necessary to pay those fees and expenses owing to TTA under this Agreement and not timely paid. If TTA so applied any or all of said security deposit, then Driver promptly shall replenish the security deposit in the amount so applied for TTA’s benefit hereunder. If Driver fails to promptly replenish said security deposit, TTA may immediately terminate his agreement. TTA shall return to Driver upon expiration or termination of this agreement the unapplied portion of said security

deposit as replenished, if applicable, without interest, less all fees and expenses owing to TTA under this Agreement.

6. Driving License, Records, Tests. Throughout the term of this Agreement each Driver shall: (a) have a valid North Carolina license to operate the Van by, among other legal requirements, passing the written and driving tests administered by the Division of Motor Vehicles, North Carolina Department of Transportation, and (b) have not more than one (1) point on his or her driving record pursuant to North Carolina General Statutes Section 20-16 and not have been convicted of a moving violation under the motor vehicle laws of any state or any criminal law arising out of the operation of a motor vehicle in any state within the past three (3) years and not have been deemed at fault in any motor vehicle accident within the past three (3) years (collectively “good driving record”), and (c) have a good credit history, and (d) clean criminal history as revealed by the Driver’s criminal background report. Each Driver certifies that he/she has a good driving record. TTA may require any Driver to pass any driving test(s) given by TTA. If any Driver fails to maintain said valid North Carolina license or fails to maintain a good driving record or fails to pass any said driving test, TTA may immediately terminate this Agreement.

Each Driver agrees that TTA may, and hereby authorizes it to, obtain and update a copy of his or her driving record, credit report and criminal background history, from time to time in TTA’s discretion throughout the terms of this Agreement. Driver has a continuous duty to notify TTA of any changes or additions to any of those records. Driver has an immediate duty to inform TTA of any driving while impaired arrest. Driver will promptly report to TTA any accident involving bodily injury or property damage. The report shall be made according to procedures outlined in the Van Accident Information contained in the TTA Vanpool Driver’s Notebook. Driver agrees to notify TTA within twenty-four (24) hours of any allege civil or criminal charges being brought against and Driver or conviction of any Driver arising out of the operation of any motor vehicle (including, without limitation, the Van). Driver shall cooperate with TTA’s insurance company in any investigation and resolution of said charges; however, the forgoing provision shall not be construed to require said insurance company to investigate or resolve said charges. Driver shall maintain and furnish to TTA any records of vanpool use, expenses and payments made by the Driver and passengers, when and as may be requested by TTA. All such records shall be maintained in the manner specified by TTA and shall be presented upon request by TTA on a timely basis. If any Driver notified TTA of any accident, or any alleged civil or criminal charges being brought against a Driver or conviction arising out of a Driver’s operation of the Van and any other motor vehicles, TTA has the right to immediately terminate his Agreement.

7. Passengers. Driver shall operate the Van solely for the purpose of transporting persons from any designated meeting point(s) of employment, and from said places(s) of employment to the designated meeting point(s), on a punctual schedule, together with uses directly related thereto, such as maintenance. In addition, Driver, including Back-up driver, may operate the Van for the uses described in Paragraph 8 below. Without limiting the generality of the foregoing, driver may not transport any organized groups or anyone for hire except for the above-mentioned operational purpose. Driver shall transport for said operational purpose any person who wishes to be transported to a location along Driver’s route or who TTA directs Driver to so transport along said route if a seat is available for such person in the Van, and if such person agrees to and does timely pay the applicable fee for such service, provided that Driver may refuse to provide such transport to a person if Driver has reason to believe that such person is under the influence of, or in possession of, any alcoholic beverage or illegal drug or other substance, and provided further that driver shall use reasonable efforts to assure that each passenger shall not use or possess any alcoholic beverage, illegal substance or other substance within the Van. In addition, Driver shall

comply with all applicable laws, including, without limitation, the Americans with Disabilities Act, in accommodating passengers. TTA has the right to immediately terminate this Agreement upon violation of the requirements of this Paragraph 7 by Driver.

8. Personal Van Uses. Driver, not including the Back-up Driver, may use the van for up to 100 free personal miles per month. An additional 100 personal miles is available only to Driver, not to any Back-up Driver, per month at a cost of \$.55 per mile payable monthly to TTA. Driver may not save or accrue personal miles. This personal mile allowance shall terminate without compensation to Driver (a) when this Agreement terminates, or (b) during those periods when the Van is damaged, inoperable, or in need of repair, and this personal mile allowance may be terminated by TTA without compensation to Driver if Driver breaches any of the terms and conditions stated in this Agreement. Driver has no right to use the Van for personal use in excess of those miles described in this paragraph.

9. Van Operation by Driver Only. Driver shall not permit the Van to be operated by any individual other than Driver or designated Back-up Drivers. If Driver is unable to drive the Van due to unexpected circumstances, Driver shall contact the following TTA employee immediately.

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Title)

\_\_\_\_\_  
(Phone Number)

TTA shall make reasonable efforts to approve a driver for the Driver's Vanpool passengers under such circumstances.

10. Van Operation Generally. Driver shall operate the Van in accordance with all applicable State laws, in a reasonable and safe manner, and in such places as to not expose it or its passengers to unsafe conditions. The Van will be driven only on hard public streets and highways and other normal access roads and driveways; the Van will not be driven over bridges or roads posted for a maximum weight of three (3) tones or less. Driver shall not permit the Van to be used to pull trailers, and no temporary or permanent trailer hitches or carrying racks shall be attached to the Van. Driver shall not use or possess any alcoholic beverage or illegal drug or other substance within the Van. Furthermore, Driver may not take the Van to any establishment whose primary business is serving or selling alcohol. And Driver shall not operate the Van after consuming alcohol, illegal drugs or other substances, or medications which recommend refraining from driving after ingesting. TTA has the right to immediately terminate this Agreement upon any violation of this Paragraph by any Driver.

11. Van Storage. Driver shall provide at Driver's sole expense secure off-street parking for the Van when it is not in use.

12. Weekly Van Maintenance. Driver shall keep the Van in a reasonably clean condition, both inside and out. Driver shall check all fluid levels and the tire pressure of all tires on the Van on a weekly or a more frequent basis and, if low, fill same to manufacturer-recommended levels. TTA shall designate a service station reasonably convenient to a Driver and establish an account in the name of TTA wherewith, or provide a credit card where Driver may obtain gasoline and other

fluids necessary for operation of the Van. TTA will be solely responsible for paying designated service station for items charged by Driver to its account. TTA shall reimburse Driver for all costs incurred by Driver in filling Van fluids to manufacture-recommended levels provided that Driver presents to TTA receipts for said costs.

13. Other Van Maintenance and Repair. TTA agrees to provide all maintenance or to designate a maintenance facility reasonably convenient to Driver and to establish an account in the name of TTA therewith where Driver shall present the Van for maintenance inspections and repair as required by TTA. If any said maintenance inspection reveals the need to repair or corrective work Driver shall have the Van repaired at said maintenance facility. If unscheduled repair or corrective work shall be necessary, Driver agrees to obtain the approval of TTA prior to authorizing any such repair or corrective work to the Van. Driver must inform TTA within seven days of any change in address to which notice should be given, pursuant to Section 18.

14. Liability. TTA agrees to maintain in full force and effect, during the term of this Agreement, automobile liability insurance in the amount of \$1,000,000 for any one (1) accident or occurrence. Notwithstanding the foregoing, (a) Driver of Back-up Driver(s) shall be responsible for the first Two-Hundred Fifty and no/100 Dollars (\$250.00) of damage to the Van due to negligence of any Driver, and (b) if TTA is damaged and/or incurs liability due to gross negligence or willful misconduct of any Driver, TTA has the right to reimbursement for said damage and/or liability from the grossly negligence of willful Driver.

15. Alternate Van. If the Van becomes inoperative for reasons other than any Driver's gross negligence or willful misconduct, TTA will make a reasonable effort to provide an alternate van to Driver pending the repair or replacement of the original van. If TTA is able to provide an alternate van to the Driver pending the repair or replacement of the original Van, all terms in this Agreement applying to the Van shall apply thereafter to the alternate van until the original Van is repaired or permanently replaced, in which event all terms herein applying to the alternative van shall hereafter apply to the Van, or to the replacement van. If TTA is unable to provide an alternate or replacement van pending said report or replacement, TTA may immediately terminate this Agreement, and Driver and paying passengers will be responsible for arranging their own transportation to and from work. TTA will assist Driver in organizing pre-arranged car pools for passengers in the event that an alternate/replacement van is unavailable.

16. Termination. Driver may terminate this Agreement with or without cause upon fifteen (15) days written notice to TTA, pursuant to Section 18; TTA may terminate this Agreement immediately and without notice in the event of any Driver's violations of any of the terms of this Agreement of upon fifteen (15) days written notice to Driver for any other reason. Upon termination of this Agreement, Driver immediately shall return the Van and all keys thereto to TTA in good condition, ordinary wear and tear excepted, and this requirement shall survive termination of this Agreement.

17. Non-Waiver. Any failure by any party to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof and shall not prevent any party from later enforcing or requiring compliance therewith,

18. Notice. Any notice which either party hereto are required or desire to give the other hereunder shall be deemed to have been properly given for all purposes if delivered against a written receipt of delivery, (b) mailed by registered or certified mail of the United States Postal Service, return receipt requested, postage prepaid, or (c) delivered to a nationally recognized overnight courier service for next business day delivery, to its addressee at such party's address as

set forth below, or such notice, demand or request, shall be deemed to have been given upon earlier of (a) actual receipt or refusal by the addressee or (b) three days after deposit thereof in any main office or branch office of the United States Post Office if sent in accordance with section (b) above and one day after the deposit thereof with a courier if sent pursuant to section (c) above.

TO TTA:

Triangle Transit Authority  
PO Box 13787  
Research Triangle Park  
North Carolina 27709  
Fax No.: 919/485-7471

With a copy to:

Triangle Transit Authority  
PO Box 13787  
Research Triangle Park  
North Carolina 27709  
Fax No.: 919/485/7458  
Attention: JANE LITTON

To Driver:

\_\_\_\_\_  
(Name)

\_\_\_\_\_  
(Address)

\_\_\_\_\_  
(City, State, Zip)

19. Assignment. Driver may not assign its rights and responsibilities under this Agreement.
20. Independent Contractors. TTA and Driver are independent contractors for all purposes under this Agreement. Driver shall not for any purposes be deemed to be the agent, employee or servant of TTA.
21. Governing Law. This Agreement shall be governed by the laws of the State of North Carolina.
22. Severability. Notwithstanding anything herein to the contrary, no provision herein shall be deemed to be included if in contradiction to any law or lawful regulation of the State of North Carolina. The invalidation of any term or condition herein shall not act to invalidate any other term or condition.

23. Entire Agreement, Construction, Modification. This Agreement states the entire agreement of the parties to the matters discussed herein. References to the singular shall include the plural, as context requires. Captions are included only for ease of reference and are not to be considered substantive parts of this Agreement. If any provision in this Agreement by its nature and effect is required or intended to be observed, kept, or performed after termination of this Agreement, or if provision in this Agreement requires payment of funds which have not been paid prior to termination of this Agreement, said provision(s) shall survive said termination and remain binding on and for the benefit of the applicable party until fully observed, kept, performed or paid. Construction of this Agreement shall not be interpreted against either party as drafter of this Agreement. This Agreement may not be modified except by a writing signed by all parties.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed in triplicate, effective this date first above written.

**RESEARCH TRIANGLE  
PUBLIC TRANSPORTATION AUTHORITY**

**DRIVER:**

By: \_\_\_\_\_  
General Manager

Date: \_\_\_\_\_

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

**BACK-UP DRIVERS:**

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Date

# Appendix D

## Reimbursement Report



Triangle Transit Vanpool Request for Reimbursement

Date	Odometer Reading	Expense	Amount Due	
			Total Due	

Name: \_\_\_\_\_ Van # \_\_\_\_\_

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

# Appendix E Vanpool Daily Log



# Appendix F

## Accident / Incident Report

<b>INSURED POLICY # LFB001361-1</b>			<b>DATE AND TIME:</b>		
Name:	contact:	DOL:			
Address:	telephone:	Time:			
City, St, Zip:	Fax#:	E-mail Address:			
<b>Insured Driver:</b>					
Name:	Owner of IV:	Dispatch:			
Address:	Name:	Loaded:			
City, St, Zip:	Address:	Bobtail:			
Phone:	City, St, Zip:	deadhead:			
Cell Phone:	Phone:				
<b>Description:</b>					
<b>Location:</b>					
			Police Rpt. #:		
Citations:					
<b>Insured Vehicle:</b>					
Veh. #:	Trailer	Unit #:			
Make:	Plate:	<b>TRL. OWNER:</b>			
Model:	State:	Yr./Make/Model:			
Year:	V.I.N.:	Plate/State:			
Loc. Of Veh:	Driveable	Vin:			
Leinholder			Driveable:		
			Location:		
<b>Driver:</b>					
Name:	<b>Owner:</b>	<b>Insurance:</b>			
Address:	Name:	Name:			
City, State, Zip:	Address:	Address:			
Telephone:	City, State, Zip:	City, State, Zip:			
Cell Phone:	Phone	Telephone:			
		Policy#:			
<b>Vehicle:</b>					
Veh #:	Location:	Name:			
Make:	Plate:	Address:			
Model:	State:	City, State, Zip:			
Year:	V.I.N.:	Telephone:			
	Driveable				
<b>Passengers:</b>					
Name:	<b>Injuries:</b>	Name:			
Address:		Extent:			
City, St. Zip:		Ambulance:			
Phone:		Hospital:			
Work Phone:					
<b>Witnesses:</b>					
Name:					
Address:					
City, St. Zip:					
Phone:					
Work Phone:					
<b>Rep by:</b>					
	<b>Phone#:</b>	<b>Rep To:</b>			