

Commuter Van Program Application and Agreement



Office Use Only
PIN

Section 1: All Applicants Complete

I am joining the: Metro VanPool Program Metro VanShare Program Currently in program, update/change of information

I will be a (select all that apply): Rider Primary Driver Backup Driver Bookkeeper

If joining an existing group, list the: Vehicle Number (HOV) _____ or Group Number (GIN) _____

If joining a newly forming group, list the Primary Driver/Group Coordinator name: _____

1. Name: _____
Last First Middle Nickname

Have you participated in the program under a different name? No Yes, previous name _____

2. Address: _____
Number Street / Apt / Box Number City ZIP

3. Mailing Address: _____
If different than residential address Number Street / Apt / Box Number City ZIP

How long have you lived at this address? _____

4. Contact e-mail: _____
Program Information will be communicated via e-mail.

5. Phone: Work (_____) _____ Ext. _____ Home: (_____) _____
Cell: (_____) _____

6. Employer Name (or Contractor Name, if applicable): _____

7. Work Site Name: _____

Work Site Address: _____
Number Street / Apt / Box Number City ZIP

**If you are applying to be a Driver, then complete Sections 2 and 3,
otherwise skip to Section 3.**

Section 2: All Driver Applicants Complete

1. Date of Birth: Month _____ Day _____ Year _____

2. Length of employment with current employer: Years _____ Months _____ Job Title _____

3. If less than 2 years, previous Employer Name: _____ Length of employment: _____

4. How long have you had a driver's license? Years _____ Months _____

5. Do you currently have a valid and unrestricted Washington State Driver's License? License # _____
If No, Explain: _____

6. Have you had a driver's license in another State or Country within the past 5 years? Yes No
License # _____ State or Country: _____

7. Have you ever been convicted of driving while intoxicated or under the influence of drugs, or had your driver's license or driving privileges suspended, revoked or refused? Yes No
If Yes, Explain: _____

8. Do you have a condition that may or does result in physical or mental impairments: Yes No (For example, but not limited to, sight in one eye, missing limbs, deafness, paralysis, convulsive or seizure disorder, epilepsy, blackouts, diabetes, heart disease, use of driving aids, take medication or drugs, etc.).

9. Has an insurance company ever refused, cancelled, refused to renew, or given notice of intention to cancel or refuse any automobile insurance to you? Yes No
If Yes, was your insurance: Cancelled? Refused? Not Renewed?

Name of Company: _____ Date: _____

Reason: _____

10. Have you been required by any State to file evidence of Financial Responsibility (SR-22)? Yes No
If Yes, Explain: _____

Name _____

11. Are you requesting personal use of the Commuter van? Yes No If Yes, please provide the following:

Do you own a personal vehicle? Yes No

Name of Auto Insurance Company: _____

Policy #: _____

If you are **NOT** approved for personal use, you will be notified via the final approval letter upon completion of the online orientation.

12. When the van is parked at your home, can you provide off-street parking for the van? Yes No

13. As the driver of a motor vehicle, how many accidents of any kind have you been involved in in the past 3 years? _____

Describe any accidents below:

Accident #1

Date:	Time of Day:	<input type="checkbox"/> a.m. / <input type="checkbox"/> p.m.	Violation Type:
Who was at fault? <input type="checkbox"/> Me <input type="checkbox"/> Other Party	Was there bodily injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of damage to your vehicle: \$	Amount of damage to other parties property: \$		
Details:			

Accident #2

Date:	Time of Day:	<input type="checkbox"/> a.m. / <input type="checkbox"/> p.m.	Violation Type:
Who was at fault? <input type="checkbox"/> Me <input type="checkbox"/> Other Party	Was there bodily injury? <input type="checkbox"/> Yes <input type="checkbox"/> No		
Amount of damage to your vehicle: \$	Amount of damage to other parties property: \$		
Details:			

14. Describe all driving violations or citations (other than parking) for which you have been convicted, forfeited bail or paid any fines, during the past three years.

Violation #1

Date:	Time of Day:	<input type="checkbox"/> a.m. / <input type="checkbox"/> p.m.	City:	State:	
Violation or Conviction:	If speeding:	Legal limit	mph	Your speed mph	Amount of fine \$
Remarks					

Violation #2

Date:	Time of Day:	<input type="checkbox"/> a.m. / <input type="checkbox"/> p.m.	City:	State:	
Violation or Conviction:	If speeding:	Legal limit	mph	Your speed mph	Amount of fine \$
Remarks					

Section 3: All Applicants Complete – Signature Required

As a condition of participating in the King County Metro Commuter Van Program, the Participant agrees to have read and agreed to the King County Metro Commuter Van Program Terms and Conditions, below or at <http://metro.kingcounty.gov/tops/van-car/pdf/CVProgAppAgreeform1342-rev12-2011.pdf>

Signature _____ Date _____

Your signature above authorizes the County to verify employment and/or a motor vehicle record history.

Send form to: **King County Metro Rideshare Operations**
KSC-TR-0812
201 South Jackson Street
Seattle, WA 98104-3856

or Email to: **vanpool@kingcounty.gov**
or FAX to: 206-684-2166

Terms and Conditions

King County Commuter Van Programs

Managed by King County Rideshare Operations

Section A: All Participants

All Participants in the King County Commuter Van Programs agree that they are 18 years of age or older, have read and agree to comply with the following Terms and Conditions:

1. The Participant Agreement shall be effective as of the date signed by the Participant. Participants shall not be considered or hold themselves out to be Primary Drivers, Backup Drivers or Bookkeepers in a King County Commuter Van Program until their applications have been approved by King County Rideshare Operations. The Agreement shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination. Participants may terminate their participation for any reason. King County may terminate the Participation Agreement and/or the commuter van as a whole for any of the following reasons:
 - a. if fares drop below the break-even point for two consecutive months;
 - b. if the operation of the commuter van becomes inconsistent with the evaluation criteria established for the King County Commuter Van Programs;
 - c. if the Program in which the Participant is active is terminated;
 - d. if the Participant fails to pay his or her monthly fare promptly;
 - e. if the Participant disrupts the operation of the commuter van;
 - f. if the Participant fails to abide by these Terms and Conditions;

or

 - g. for other reasons as determined by King County Rideshare Operations.
2. a. Participants acknowledge that King County may revise these Terms and Conditions at any time without notice to the Participants and that Participants shall comply with such revisions in order to continue to participate in King County Commuter Van Programs.
 - b. Participants will abide by the policies and rules set forth in the King County Commuter Van Program Manual provided to all Participants by King County Rideshare Operations and as may be found here [<http://metro.kingcounty.gov/tops/van-car/pdf/cv-programManual.pdf>]. Participants agree that King County Rideshare Operations may revise those policies and rules at any time without notice to the Participants and that Participants shall comply with such revisions in order to continue to participate in King County Commuter Van Programs.
 - c. King County reserves the right to change or discontinue any aspect of the King County Commuter Van Programs, temporarily or permanently, with or without notice to Participants.
3. Participants will pay their monthly fares to Bookkeepers prior to riding and not later than the first of each month. The Participant's monthly fare is their portion of the Fixed Rate/Monthly Agreement as determined by King County.
4. Participants will abide by all day-to-day operational rules of their commuter groups as established by majority vote of the group members or as may be directed from time to time by King County Ride-share Operations.
5. Participants will receive and provide program information via email and/or U.S. Mail.
6. Participants will notify the drivers in advance of all anticipated non-use of vans due to such factors as vacation, business travel, over-time, sickness, etc.
7. Participants will notify drivers 15 calendar days in advance of planned termination of participation in Commuter Van Programs.
8. Participants will help maintain and increase ridership in the commuter group.
9. Participants will help keep the van clean and tidy.
10. Participants will find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in Commuter Van Programs.
11. Participants will cooperate to ensure, to the best of their ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of King County Commuter Van Programs because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical

disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.

12. Participants will indemnify and hold harmless King County, its authorized agents, officials and employees from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick-up, absence of the van or termination of the Program.
13. Participants acknowledge that the King County Rideshare Operations provides ridesharing referral services without screening the character or background of Participants or applicants. King County shall have no responsibility or liability for any acts or omissions of King County Commuter Van Programs Participants or applicants except as otherwise provided in these Terms and Conditions.
14. Participants agree that if they do not pay any amounts owed to King County for their participation in Commuter Van Programs, King County Rideshare Operations may refer the debt to a collection agency in accordance with state and federal law.
15. King County prohibits the use of the King County Commuter Van Programs to engage in any illegal, improper, actionable or criminal activity; to violate any local, state, or federal statute, including but not limited to threatening or harassing others; and to comply with all applicable law.
16. King County is not responsible for any personal property lost or damaged that may be associated with the use of the King County Commuter Van Programs.
17. Participant understands that King County is a government entity and its records related to the business of King County, including the King County Commuter Van Programs, are generally available for public review. Participant's personal information is subject to RCW 42.56.330.
18. These Terms and Conditions constitute the entire agreement between each Participant and King County with respect to the subject matter hereof and supersede all previous written or oral agreements, if any, between you and King County with respect to such subject matter. If Participant is any way dissatisfied with any of these Terms and Conditions, Participant's sole and exclusive remedy is to discontinue participation in the King County Commuter Van Programs.
19. These terms of use shall be construed in accordance with the laws of the State of Washington as well as with all federal law and regulations, without regard to its conflict of laws provisions. You consent to the exclusive jurisdiction of the state and federal courts in King County, Washington in all disputes arising out of or related to these Terms and Conditions and the participation in the King County Commuter Van Programs. The invalidity of any term or provision of these Terms and Conditions will not affect the validity of any other term or provision. Waiver by King County of strict performances of any provision of these terms will not be a waiver of or prejudice King County's right to require strict performance of the same provision in the future or of any other provision of these terms. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.

Section B: Drivers

Each driver, including Primary and Backup drivers, in King County Commuter Van Programs agrees that they are at least 21 years old and have been issued a driver's license for at least 5 years. In addition to those Terms & Conditions set forth above in Section A, each driver has read and agrees to comply with the following Terms & Conditions and authorizes King County to verify employment and/or motor vehicle history:

1. Drivers shall maintain valid driver's licenses as required by the State of Washington.
2. Drivers shall notify King County Rideshare Operations when they no longer meet the Driver Selection Criteria established by the King County Rideshare Operations [<http://metro.kingcounty.gov/tops/van-car/pdf/LeadersofthePackCVRolesCriterion.pdf>].
3. Drivers shall complete the King County Commuter Van Online Orientation prior to taking possession of or operating vans.
4. Backup drivers shall assume all responsibilities of Primary drivers when acting in that capacity.
5. Drivers shall drive vans to and from work/school, picking up and discharging riders in accordance with the mutually established routes and schedules.

6. Drivers shall coordinate maintenance, cleaning and servicing of vans as prescribed in the King County Commuter Van Program Manual.
7. Drivers shall keep daily and monthly records as required by the King County Rideshare Operations, submitting them to King County Rideshare Operations.
8. Drivers shall keep and report monthly odometer readings of their van as required by the King County Rideshare Operations.
9. Primary drivers shall coordinate with Backup drivers to help ensure continued operation of van in the absence of the Primary drivers.
10. Drivers shall coordinate the provision of alternate transportation when the vans are not available.
11. Drivers shall coordinate the development of rules for the day-to-day operation of their commuter groups (e.g., wait times, radio, etc.).
12. Drivers shall comply with the policies and rules in the King County Commuter Van Program Manual related to personal use of vans. Paying for the cost of personal use is the responsibility of the vanpool drivers.
13. Drivers agree they shall be considered to be volunteers under the law and shall not hold themselves out to be, or act as, employees or agents of King County.
14. Drivers shall at all times operate vans in a manner complementary to the public nature of the King County Commuter Van Program, keep the vans clean, drive in a courteous manner and, if asked, explain the unique character of the use of the van.
15. Operation of vans shall be restricted to King County approved drivers.
16. Safe driving habits and complete observance of all traffic regulations are required of all drivers. Any citation resulting from the operation of a van is the responsibility of the driver driving the van at the time of issuance of the citation. The cost of any parking ticket, toll fines, and/or impound fees resulting from improper parking or operation of the van is the responsibility of the driver. All drivers shall report each citation they receive for a moving traffic violation, whether received while driving the van or any other motor vehicle, to King County Rideshare Operations within 48 hours.
17. Drivers shall promptly report any vehicular accident involving bodily or property damage within 24 hours, whether the accident occurred while driving the van or any other motor vehicle, to King County Rideshare Operations as detailed in the King County Commuter Van Program Manual.
18. Drivers shall comply with the off-street parking policies and rules set forth in the King County Commuter Van Program Manual.
19. Drivers shall not use vans for business purposes or for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; for any purpose requiring the removal, storing, or folding of seats; or for any other purposes prohibited in the King County Commuter Program Manual. Drivers acknowledge that they shall have full liability and responsibility if vans are used for anything other than permitted purposes or in a manner inconsistent with these Terms and Conditions.
20. Drivers shall drive vans only on hard surfaced streets and highways and other normal access roads and driveways. Drivers shall not drive vans off-road, on beaches, in fields, or in any other potentially unsafe environment.
21. Drivers shall not drive vans over bridges or roads posted for less than a ton maximum weight load. Drivers shall observe width and height clearance requirement of and for the van at all times.
22. Drivers shall not allow accessories, including window or bumper stickers, appearance items or additional equipment, to be added to or removed from the van without prior approval of King County Rideshare Operations.
23. Drivers agree that if they do not pay any amounts owed to King County, King County may refer the debt to a collection agency in accordance with state and federal law.

Section C: Bookkeepers

Bookkeepers in the King County Commuter Van Programs agree to comply with the following Terms and Conditions, in addition to those Terms and Conditions set forth in Sections A and B above, if applicable:

1. Bookkeepers shall complete the required portions of the King County Commuter Van Online Orientation prior to assuming Book-keeper responsibilities.
2. Bookkeepers shall collect the monthly fares from all riders not later than the first of the month for which the fares are being paid. Bookkeepers agree that if they do not pay any amounts owed to King County, King County may refer the debt to a collection agency in accordance with state and federal law.
3. Bookkeepers may pay and be reimbursed for miscellaneous operating

expenses of the van as detailed in the King County Commuter Van Program Manual.

4. Bookkeepers shall keep and submit daily and monthly records as detailed in the King County Commuter Van Program Manual.

Section D: King County Rideshare Operations

King County Rideshare Operations agrees to comply with the following Terms and Conditions:

1. King County Rideshare Operations shall provide vans for use by vanpools and vanshares.
2. King County Rideshare Operations shall provide for servicing and maintenance of vanpool and vanshare vans.
3. King County Rideshare Operations shall help drivers, and bookkeepers fulfill their administrative obligations.
4. King County Rideshare Operations shall assist vanpools and vanshares in maintaining ridership.
5. King County Rideshare Operations shall provide service loaner vans by reservation on a first come, first serve basis.
6. King County Rideshare Operations shall assist vanpools and vanshares in making alternate transportation arrangements in the event of mechanical failure of vans.
7. King County Rideshare Operations shall attempt to resolve disputes arising out of established day-to-day operational rules of vanpools and vanshares.
8. King County Rideshare Operations shall establish and maintain a fare schedule for participation in vanpools and vanshares.
9. King County Rideshare Operations shall ensure, to the best of its ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Commuter Van Program because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable local ordinance, state or federal laws and regulations.
10. King County Rideshare Operations shall provide commuter groups with an online Commuter Van Program Manual outlining policies and rules applicable to the King County VanPool Program [<http://metro.kingcounty.gov/tops/van-car/pdf/cv-programManual.pdf>].
11. King County Rideshare Operations shall provide commuter groups with all necessary report forms online, including instructions for their completion and a submission schedule.
12. King County Rideshare Operations may allow approved drivers to use vans for personal use in accordance with the policies and rules set forth in the King County Commuter Van Program Manual.
13. The King County Commuter Van Program, managed by King County Rideshare Operations, is a self-insurer under the laws of the State of Washington, including specifically but not limited to, the Financial Responsibility Law and RCW Chapter 48.22. As such, King County Rideshare Operations does not provide an automobile liability insurance policy, nor does it provide Personal Injury Protection (PIP) coverage.
14. The King County Commuter Van Program, as a self-insurer under the laws of the State of Washington, will provide liability coverage in the event of the negligent operation of a van for and including bodily injury, property damage, comprehensive, collision. The King County Commuter Van Program will also provide minimum statutory limits per occurrence for underinsured motorist protection for a driver operating the van and its passengers at the time of an applicable accident; provided the van was being operated by a Driver authorized by King County Rideshare Operations and for a purpose permitted under these Terms and Conditions.
15. The King County Commuter Van Program, as a self-insurer under the laws of the State of Washington, will provide payment of medical and hospital bills up to \$35,000 to any vanpool driver who sustains bodily injury as a result of an occurrence while negligently operating a van within the terms and conditions of a vanpool agreement with that driver. These payments are only available for occurrences in which no liability bond or policy or health insurance applies at the time of the occurrence. Medical and hospital payments are for reasonable and necessary medical expenses incurred as a result of a covered occurrence and include payments for dental services, prescriptions, prosthetic devices, ambulance expenses, and funeral expenses. Medical payments do not include loss of income or expenses for household services. This should not be interpreted as personal injury protection (PIP) coverage.