



## **California Vanpool Authority**

1340 North Drive  
Hanford, CA 93230  
559-852-2711-office  
866-655-5444-toll free  
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VAN NUMBER \_\_\_\_\_

### **Public Vanpools Driver's Agreement**

This Agreement between the lessee, (hereinafter called "**Driver**"), and **California Vanpool Authority**, (Hereinafter called **CALVANS**"), shall become effective on the date it is accepted by **CALVANS**, as evidenced by the signature of its authorized representative.

#### **I. DEFINITION OF TERMS**

As used in this Agreement, the following terms are defined as indicated below:

- A. The **Driver** is a person who:
- Has signed this Agreement, and
  - **CALVANS** has authorized as a **Driver** by signing this Agreement.
- B. An **Authorized Driver** is a **Driver**, whom
- 1) has a valid driver's license
  - 2) has five years licensed driving experience
  - 3) is at least twenty-five years of age with no more than two points
  - 4) or is at least twenty-one years of age with no points
  - 5) has successfully passed a required physical
  - 6) has been approved, in writing, by **CALVANS** to operate vehicles provided by **CALVANS**
- C. The **Authorized Driver** is not an agent, servant or employee of **CALVANS**. The **Authorized Driver** is an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- D. Any vehicle assigned by **CALVANS** under this Agreement is the property of **CALVANS** and this Agreement is a contract to permit use of the vehicle or vehicles only as provided herein.

#### **II. REPRESENTATIONS AND AGREEMENTS BY THE PARTIES**

Each of the parties makes certain representations and agrees to terms, conditions, actions and requirements as specified below for the respective parties.

- A. **Driver** represents and agrees that he/she:
1. Will participate in **CALVANS** vanpool program as a driver and will use the van to pickup, transport and deliver others to and from their residences and their places of employment.
  2. Has an appropriate, valid driver's license and Medical Certificate to operate the vanpool vehicle and further, will comply with any restrictions to such license.
  3. Will immediately advise **CALVANS** in the event of
    - Cancellation or lapse of driver's license of **Driver**.
  4. Will, when requested by **CALVANS**, be available to participate in a basic driver training/safety awareness orientation offered by **CALVANS** or a designated agent.

5. Shall not consent to the use of vanpool vehicle by anyone other than an **Authorized Driver**.
  - **Signer may be responsible for any damages resulting from unauthorized use of a CALVANS vehicle.**
6. Will return the vehicle to **CALVANS** in the same condition, and with all the equipment and documents, as when delivered, except for ordinary wear and tear and damage which is the subject of a pending collision or comprehensive insurance claim; and agrees that, upon delivery and return of the vehicle, **Driver** and **CALVANS**, or their respective agents, shall inspect the vehicle and provide a jointly-signed report on its condition; and further agrees that damage to the vehicle, which damage is not attributable to a reported accident or collision/comprehensive claim supported by appropriate written reports, will be the sole responsibility of the **Driver**.
7. Is responsible for and will:
  - Maintain a clean vehicle.
  - Purchase gasoline for the vehicle using fuel card provided by **CALVANS**.
  - Obtain **CALVANS** authorization prior to having any maintenance or repair performed.
8. Will use the vehicle for work trips only.
9. Will operate the vehicle per all applicable laws, ordinances, rules and regulations.
10. Will be solely responsible for any citations, and any resulting fees or expenses, incurred through the use or operation of the vehicle by **Driver**
11. Will notify **CALVANS** within three (3) days of issuance of any citation to **Driver** involving the operation of any vehicle and will send to **CALVANS**, proof of the resolution of any citation involving a vehicle provided by **CALVANS**, within thirty (30) days of such resolution.
12. Will, in the case of accidents or other loss or damage to or involving the vehicle:
  - Immediately report to **CALVANS**, or the designated agent of **CALVANS**, any accident involving bodily injury or property damages or, in the event **CALVANS** cannot be notified, reports to the Insurance Company per published accident procedure instructions.
  - Complete and file with **CALVANS**, written accident reports within three (3) days of the accident or loss.
  - Cooperate fully with **CALVANS**, its insurer and other agents or representative of **CALVANS** in all accident investigations and/or settlements
  - Be willing to complete a drug test following any accident.
13. Will comply with and consent to the following:
  - Forward payments to **CALVANS**, per **CALVANS** instructions by the 15th day of the month. Payment shall be comprised of payments from each rider, in an amount equaling the monthly charge.

**Driver's** Initials/Date \_\_\_\_\_ / \_\_\_\_\_

  - To pay other charges which may be due to **CALVANS**, including but not limited to excess mileage charges, late fees, or returned check charges.

**B. CALVANS** represents and agrees it:

1. Will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the van.
2. Will provide vehicle licensing, vehicle registration and vehicle maintenance program.
3. Will, upon review and approval of original paid receipts, reimburse **Driver** for maintenance or repair expenses incurred, as provided for in the Agreement.
4. Will provide **Driver** a replacement vehicle for the period of time that the vehicle is inoperable due to accident damage or mechanical failure.

5. Will be responsible for the cost of arranging to have that vehicle towed to the nearest authorized service facility when the vehicle is inoperable.

This insurance will not apply to 1) any obligation for which a **Driver** or any insurance carrier may be held liable under any workers' compensation law or any similar law, rule or regulation, 2) any obligation assumed by **Driver** under any express or implied contract, 3) uninsured motorist protection, underinsured motorist protection, no-fault benefits or personal injury protection, except where required by law, and then only to the minimum financial responsibility required by applicable law, or 4) any liability of **Driver**, arising while the van is being operated or used during Unauthorized Use (as defined in **II.C.1**.)

6. Will assume the risk of loss of or damage to any vehicle supplied by **CALVANS** under this Agreement from collision or a peril insured against by standard comprehensive automobile physical damage insurance in excess of the deductible, except if such loss or damage occurs while the van is being used or operated during Unauthorized Use (as defined in **II.C.1**)
7. Will indemnify **Driver** against liability claims resulting from the operation of the vehicle, except during Unauthorized Use (as defined in **II.C.1**), up to the policy limits stated in paragraph **II.B.7**

C. The Parties further agree:

1. The operation of a vehicle by **Driver**, or with knowledge and consent of **Driver**, under any of the following conditions, hereinafter called **UNAUTHORIZED USE**, constitutes a material breach of this Agreement and **CALVANS** insurance does not apply to any liability arising from such use. **UNAUTHORIZED USE** includes but is not limited to:

- **USE OF THE VEHICLE BY ANYONE OTHER THAN AN AUTHORIZED DRIVER.**

- Use of the vehicle by any person under the influence of narcotics or intoxicants.
- Driving in any race or speed test or contest.
- Use of the vehicle to propel any other vehicle.
- Driving, except in an emergency, upon other than paved public highways or paved or suitably graded private roads or driveways, or on bridges posted at three tons or less.
- Carrying passengers for hire.
- Use of the vehicle 1) without making a reasonable effort to ensure all occupants, including the **Driver** are wearing their seat belts, 2) by more passengers than there are seat belts, and 3) without requiring occupants to comply with applicable seat belt laws and child restraint laws.
- Transporting formal groups, such as church groups, scout troops, athletic teams, etc.
- Transportation of any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive; or any contraband material.
- Loading the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
- Upon leaving the vehicle, failing to remove all keys; failing to close and lock all doors and windows; and otherwise contributing to the vandalism or theft of the vehicle.
- Use of the vehicle when obtained on the basis of false or misleading information or representation.
- Use of the vehicle in the commission of a crime or illegal activity.
- Use of the vehicle by any person who, as a result of reckless misconduct, damages the vehicle or causes injury or property damage to others.

2. This Agreement shall be terminated by:

- **Driver** giving **CALVANS** thirty (30) days notice, in writing, unless waived, in writing, by **CALVANS**.
- **CALVANS** giving thirty (30) days notice, in writing, to **Driver**, without causes.
- **CALVANS** giving twenty-four (24) hours notice, in writing, to **Driver** for cause.

3. Upon the termination of this Agreement, the **Driver** will arrange for pick up of vehicle from a specific location or drop off vehicle at a **CALVANS** location shown below or another location designated by **CALVANS** and agreed to by **Driver**.

4. This Agreement may not be assigned.

5. **CALVANS** may request motor vehicle records for **Driver** as necessary and the insurance applies only to vehicles supplied by **CALVANS** under this Agreement.

6. **CALVANS** shall not be responsible to **Driver** or others for any loss of income, inconvenience or other damages sustained as a result of an interruption of services to be furnished by **CALVANS**.

7. It is expressly understood neither **CALVANS** nor its insurance company will be responsible for any person's

lost, stolen, or damaged property in or from the vehicle.

- 8. This Agreement embodies the entire Agreement between the parties with respect to the transactions contemplated. There have been no agreements, representations or warranties between the parties hereto other than those set forth in this Agreement.
- 9. Any provision of the 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.
- 10. All notices and/or correspondence shall be addressed to **CALVANS** at the following address or to **Driver** at their home address.

**VOLUNTEER PULL NOTICE PROGRAM  
AUTHORIZATION FOR RELEASE OF DRIVER RECORD INFORMATION**

**Complete this section:**

I, \_\_\_\_\_, California Driver License Number, \_\_\_\_\_, hereby authorize the California Department of Motor Vehicles (DMV) to disclose or otherwise make available, my driving record, to California Vanpool Authority (CalVans).

I understand that CalVans may enroll me in the Employer Pull Notice (EPN) program to receive a driver record report at least once every twelve (12) months or when any subsequent convictions, failure to appear, accident, driver’s license suspension, revocation, or any other action is taken against my driving privilege during my participation in the vanpool program.

I am not driving in a capacity that requires mandatory enrollment in the EPN program pursuant to California Vehicle Code (CVC) Section 1808.1(k). I understand that enrollment in the EPN program is in an effort to promote driver safety, and that my driver license report will be released to CalVans to determine my eligibility as a licensed driver during my participation in the vanpool program.

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Executed at: CITY	COUNTY	STATE
		<b>CA</b>
DATE	SIGNATURE OF CALVANS VOLUNTEER	

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**Do not complete this section:**

I, \_\_\_\_\_, of California Vanpool Authority (CalVans), do hereby certify under penalty of perjury under the laws in the State of California, that I am an authorized representative of this company, that the information entered on this document is true and correct, to the best of my knowledge and that I am requesting driver record information on the above individual to verify the information as provided by said individual. This record is to be used by Calvans in the normal course of business and as a legitimate business need to verify information relating to a volunteer driving position not mandated pursuant to CVC Section 1808.1. The information received will not be used for any unlawful purpose. I understand that if I have provided false information, I may be subject to prosecution for perjury (Penal Code Section 118) and false representation (CVC Section 1808.45). These are punishable by a fine not exceeding five thousand dollars (\$5,000) or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment. I understand and acknowledge that any failure to maintain confidentiality is both civilly and criminally punishable pursuant to CVC Sections 1808.45 and 1808.46.

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Executed at: CITY	COUNTY	STATE
<b>Hanford</b>	<b>Kings</b>	<b>CA</b>
DATE	SIGNATURE OF CALVANS EMPLOYEE	

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**Complete this section:**

- Driver (at his or her home address)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Driver's Place of Employment (Name Address):

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work Days (Circle days you work)  
Sun – Mon - Tue – Wed – Thu – Fri – Sat

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

Cell Phone: \_\_\_\_\_ Work Hours: \_\_\_\_\_

VANPOOL #: \_\_\_\_\_ EMAIL: \_\_\_\_\_

- CALVANS  
1340 North Drive  
Hanford, Ca 93230

**Date and Sign:**

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

Driver's Signature \_\_\_\_\_

**Do not complete this section:**

CALVANS \_\_\_\_\_

TITLE \_\_\_\_\_

# Checklist of Items for Vanpool

## Driver Agreement:

Attach Cost Estimate; get home, work, cell numbers, work hours/schedule.

## Cost Estimate:

Include this with Agreement

## Declaration Form:

This form is to be signed by all drivers and kept in van.

## Backup Agreement:

Given to Driver and with instructions to make copies as needed.

## Driver/Rider Agreement:

For use between Driver and riders. We don't need a copy. (Optional)

## Payment Envelopes:

Envelopes for sending payments.

## Payment Reporting Forms:

Have them put date, full name of riders, the Vanpool # and the name of the driver at the top, then send with payment. Checks can be made to **CALVANS**.

## Insurance Card:

Show them where the policy number is and the number they can call for help.

## Accident Packet:

Directions to call Scottsdale Indemnity, as well as getting the information form needed in the packet.

## Registration:

Have copy in Van.

## Fuel card:

Explained how it works with PIN number, not to keep receipts, leave the card in the vehicle, and call the 800 number if they have questions or the card is not working.

## Radio/GPS:

Explain Radio use and purpose of GPS.

## Vehicle Service:

Explain vehicle service schedule every 6,000 miles and where van exchanges can occur.

## Emergencies:

Explained On-Call person and who to call in case of emergency.

## Safety Bulletins:

Provided copies of nhts research paper on 12 & 15 Passenger Vans Tire Pressure Study dated May 2005 and Rollover Warning for Users of 15-Passenger Vans, dated May 2005. Emphasized the need to monitor tire pressure with tire gauge and match vehicle speeds to conditions.

Van: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_