



California Vanpool Authority

1340 North Drive
Hanford, CA 93230
559-852-2711-office
866-655-5444-toll free
559-587-0714-fax

Public Vanpools Alternate Driver Agreement

May be mailed to the office or completed and Faxed to 559-587-0714 with a copy of driver's license

This Agreement between the authorized volunteer driver, (hereinafter called “**Alternate Driver**”) whose signature appears below 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 **Alternate Driver** is a person who:
- Has signed this agreement, and
 - **CALVANS** has authorized as an **Alternate Driver** by signing this Agreement.
- B. The **Driver** is a person who:
- Has signed a Volunteer Driver Agreement, and
 - **CALVANS** has authorized as a **Driver** by signing a Volunteer Driver Agreement for such person.
- C. 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**
- D. 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.
- E. 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. **Alternate Driver** represents and agrees that he/she:
1. Will participate in **CALVANS** vanpool program as a volunteer alternate driver and will use the van to pickup, transport and deliver other vanpool participants 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 Alternate 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**.
 6. In the absence of the Driver, is responsible for obtaining maintenance services when required and will:
 - Maintain a clean vehicle exterior and interior.
 - Purchase gasoline for the vehicle using fuel card provided by **CALVANS**.
 - Obtain **CALVANS** authorization prior to having any other maintenance or repair performed.
 7. Will use the vehicle for work trips only.
 8. Will operate the vehicle per all applicable laws, ordinances, rules and regulations.
 9. Will be solely responsible for any citations, and any resulting fees or expenses, incurred through the use or operation of the vehicle by **Alternate Driver**.
 10. Will notify **CALVANS** within three (3) days of issuance of any citation to Alternate 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.
 11. 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 accidents.
- 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 vanpool.
 2. Will provide vehicle licensing, vehicle registration and vehicle maintenance program.
 3. Will, upon review and approval of original paid receipts, reimburse **Alternate Driver** for maintenance or repair expenses incurred, as provided for in the Agreement.
 4. Will be responsible for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.

5. Will, at its expense, provide automobile liability insurance to an **Authorized Driver** causing bodily injury (including death) and property damage to others while operating vehicles provided by **CALVANS**, up to the limits of the policy requested by **Driver** and shown in the Agreement between **CALVANS** and **Driver**, a copy of which can be obtained from the **Driver** upon request by the **Alternate Driver**.
7. 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.**)
8. Will indemnify **Alternate 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.** of the Agreement between **CALVANS** and **Driver**, a copy of which can be obtained from the **Driver** upon request by the **Alternate Driver**.

C. The Parties further agree:

1. The operation of a vehicle by **Alternate Driver** or with knowledge and consent of **Alternate 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.
 - Driving outside the borders of the United States.
 - 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:
 - **Alternate Driver** giving **CALVANS** thirty (30) days notice, in writing, unless waived, in writing, by **CALVANS**.
 - **CALVANS** giving thirty (30) days notice, in writing, to **Alternate Driver**, without causes. **CALVANS** giving twenty-four (24) hours notice, in writing, to **Alternate Driver** for cause.
3. This Agreement may not be assigned.

4. **CALVANS** may request motor vehicle records for Alternate Driver as necessary and the insurance applies only to vehicles supplied by **CALVANS** under this Agreement.
5. **CALVANS** shall not be responsible to Alternate 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**.
6. It is expressly understood neither **CALVANS** nor its insurance company will be responsible for any person's property lost, stolen, or damaged in or from the vehicle.
7. 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.
8. 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.

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

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.

Executed at: CITY	COUNTY	STATE
		CA
DATE	SIGNATURE OF CALVANS VOLUNTEER	

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.

Executed at: CITY	COUNTY	STATE
Hanford	Kings	CA
DATE	SIGNATURE OF CALVANS EMPLOYEE	

9. All notices and/or correspondence shall be addressed to **CALVANS** at the following address or to **Alternate Driver** at their home address.

. All notices and/or correspondence shall be addressed to:

- 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

- Special Provisions

Agreed to on this date _____ by:

Alternates Driver's Signature _____

CALVANS _____

TITLE _____