



California Vanpool Authority

1340 North Drive
Hanford, CA 93230
Main: 559-852-2711
Toll Free: 866-655-5444
Fax: 559-587-0714
www.calvans.org

VAN NUMBER _____

This Agreement is between the lessee, (hereinafter called "**Driver**"), whose signature appears below and **CalVans** California Vanpool Authority (hereinafter called "**CalVans**"), and shall become effective on the date it is accepted by **CalVans**, as evidenced by the signature of its authorized representative. For purposes of this agreement the driver shall note one of the following.

1. I am a volunteer driver and not employed as a crew leader or supervisor. I will operate as a vanpool and will not be involved in any MSPA (Migrant and Seasonal Agricultural Worker Protection Act) activities on behalf of my employer. I am not required to register with the U.S. Department of Labor as a Farm Labor Contractor or Farm Labor Contractor Employee. If my status changes, I will amend my status with **CalVans**.
2. I am a driver and registered as a farm labor contractor (orange card). I will amend my farm labor contractor certificate to become transportation and driving authorized and/or will amend my farm labor certificate to add a **CalVans** vehicle to my farm labor certificate which currently reflects transportation authorization. I will provide proof of the amendment to **CalVans** as part of this agreement.
3. I am a driver/raitero and crew leader/supervisor and work for multiple farm labor contractors throughout the season. I may be involved in other MSPA activities such as recruiting and furnishing agricultural workers for various farm labor contractors. I intend to apply for a Federal Farm Labor Contractor Certificate (orange card) with transportation and driving authorization and will provide a copy to **CalVans** as part of this agreement.
4. I am a driver and was asked to drive a **CalVans** vehicle for one specific farm labor contractor (FLC). If I am a crew leader/supervisor involved in MSPA activities only on behalf of my FLC employer I will apply for a farm labor contractor employee (FLCE) certificate (blue card) with driving authorization and provide a copy to **CalVans** as part of this agreement. My employer will also need to amend their Farm Labor Certificate to reflect transportation authorization and/or amend their Farm Labor Certificate to add the **CalVans** vehicle to their certificate which should reflect transportation authorization.
5. I am a driver and employed by a grower and/or packer/shipper and was asked to transport employees on behalf of my employer. I am paid an hourly wage or salary and do not receive extra compensation for the productivity of workers I recruited or hired. I am not required to register with the Department of Labor as a FLC or FLCE. If I change employers and begin to work for a farm labor contractor, I will update my agreement with **CalVans**.

If I fall into categories 2-4, I agree to register with the Department of Labor Wage and Hour division before a vehicle is issued to me. If I fall into category 3, it is also my responsibility to check for any State of California requirements.

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,
 - **CalVans** has authorized as a **Driver** by signing this Agreement.
- B. An **Authorized Driver** is a **Driver** who: 1) has a valid driver's license; 2) has three years licensed driving experience, unless a shorter period is approved by **CalVans** staff; 3) is at least twenty-five years of age or twenty-one with no DMV points; 4) has successfully passed a required physical; and 5) 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 in the **Cal Vans program**.
- 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** 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 Class C driver's license 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, suspension, forfeiture, or lapse of driver's license of Driver.
 - Change of address, phone number, employer and/or other contact information
4. Gives **CalVans** permission to publish **Driver's** contact information including location of beginning and end points in commute.
5. Will, when requested by **CalVans**, be available to participate in a basic driver training/safety awareness orientation offered by **CalVans** or a designated agent.
6. Shall not consent to the use of vanpool vehicle by anyone other than an **Authorized Driver**.
7. 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**.
8. Is responsible for 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 maintenance or repair performed.
9. For purposes of transporting vanpool riders to their work sites, will not drive outside of a 200-mile radius of **Driver's** home without specific written approval, in advance, from **CalVans**, which approval shall not be unreasonably withheld.
10. Will not use the vehicle for any purpose other than participation in **CalVans**, or for personal medical emergencies.
11. Will operate the vehicle per all applicable laws, ordinances, rules and regulations.
12. Will be solely responsible for any citations, and any resulting fees or expenses, incurred through the use or operation of the vehicle by **Driver**.
13. 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.
14. 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, report 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 drug test following any accident.

15. Will comply with and consent to the following:
 - Forward payments received from vanpool riders to **CalVans**, to be received by **CalVans** no later than 7 days from receipt of bill. Payment shall be comprised of equal payments from each rider, in an amount equaling the monthly /weekly charge set by **CalVans**. Payments will be made weekly. The Weekly Fee shall be based on total miles driven as reflected on the MDT or tablet. Alternate payment method may be used where each passenger pays a daily rate, times days ridden. This daily rate will be calculated by dividing the weekly cost by the total number of days ridden by all passengers in that week.
 - The amount due to **CalVans** may be changed at any time by **CalVans** upon 30 days advance written notice from **CalVans**. It is the responsibility of the driver to notify their employer of a change in the mileage rate.
 - A Volunteer Driver may not collect any monies or fares in excess of the above fee established by **CalVans** and may not accept any monies from any other source (including any employer or company) for transporting workers in the vehicle covered by this Agreement.
16. Is a Volunteer Driver entering into this Agreement with **CalVans** as an individual and of his/her own free will, without any input, direction, or encouragement from his/her employer (or any other company); and agrees that entering into or maintaining this Agreement is not a term or condition of employment, and otherwise is a matter separate and apart from his/her employment.
17. Is individually responsible and liable for compliance with any applicable provisions of the Migrant and Seasonal Agricultural Workers' Protection Act and the California Labor Code. For example, a Driver described as Volunteer Driver understands and agrees that he/she:
 - a. CANNOT charge (or collect from) any vanpool rider any monies or fares greater than the fare established by **CalVans** in **II.A.15** above.
 - b. You can not receive payments or accept any coins CORRECT Employer or Company for Transport Workers in a vehicle covered under this Agreement.
 - c. CANNOT require any worker, as a condition of employment anywhere, to ride in a vanpool vehicle covered by this Agreement.
 - d. CANNOT offer any inducement(s) to, or receive any inducement(s) from, any vanpool rider for transporting the vanpool rider in a vehicle covered by this Agreement.
 - e. You CAN NOT participate in certain activities such as hiring or firing (to rule) an employee of the company

B. CalVans represents and agrees it:

1. Will provide a vehicle for the purpose of operating a van under **CalVans** and will render such other reasonable assistance as may be required for the functioning of the van.
2. Will provide vehicle licensing, vehicle registration, \$10 million in insurance coverage (policy may be found on **CalVans** website) and vehicle maintenance program compliant with California Vehicle Code Section 34509 (a) through (e).
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 be responsible, up to a reasonable amount, for the cost of arranging to have that 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 provided by **CalVans**. 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) 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 lawful operation of the vehicle, but not resulting from or during Unauthorized Use (as defined in **II.C.1**), up to the policy limits of the automobile liability insurance referenced in paragraphs **II.B.6** and **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 or tow another vehicle.
 - Driving outside the borders of the United States.
 - Parking the vehicle overnight other than at **Driver's** residence without prior written approval from **CalVans**.
 - 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, seat belts 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.
 - Collecting money or fares in excess of that detailed in Section II.A.14.
 - Accepting money, other than as set forth in Section II.A.14. for the purpose of transporting riders in the vehicle covered under this Agreement.
 - Requiring riders to purchase a product or transact business as a condition of riding in vehicle.
 - 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.
 - Any non-compliance by **Driver** with any of the provisions of this Agreement, specifically including II.A.14, 15, and 16.
2. This Agreement shall be terminated by:
 - **Driver** giving **CalVans** seven (7) days notice, in writing, unless waived, in writing, by **CalVans**.
 - **CalVans** giving seven (7) 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** may arrange for and/or pay the cost of the return of the vehicle, and all documents pertaining to it, to a **CalVans** location shown below or another location designated by **CalVans** and agreed to by **Driver**.
4. This Agreement may not be assigned without prior written consent by **CalVans**.
5. **CalVans** may request motor vehicle records for **Driver** as necessary and 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 property lost, stolen, or damaged 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.

**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** will 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 CalVans 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

DATE SIGNATURE OF CALVANS VOLUNTEER DRIVER

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

DATE SIGNATURE OF CALVANS EMPLOYEE

All notices and/or correspondence shall be addressed to:

Driver (at his or her PHYSICAL home address)

Driver (at his or her MAILING address- IF different)

Name: _____

Name: _____

Address: _____

Address: _____

Home Phone: _____

Home Phone: _____

Cell Phone #: _____

Cell Phone #: _____

Email address: _____

Email address: _____

III. SIGNATURE PAGE-

Special Provisions: _____

Driver

Driver's Name (Printed): _____ Assigned Van # _____

Driver's Signature: _____ Date: _____

CalVans

Name: _____ Title: _____

Signature:  _____ Date: _____

All correspondence and payments may be forwarded to:

California Vanpool Authority-
PO Box 209, 1340 North Drive
Hanford, CA 93232

Toll Free: 866-655-5444

Fax: 559-587-0714

Main: 559-852-2711

General Mailbox: calvans@co.kings.ca.us