



RIDEShare AGREEMENT

Clallam Transit Public Rideshare Program

Revised: October 2023

This Agreement establishes the rights and responsibilities of parties as participants in the Public Rideshare Program established by Clallam Transit, hereafter referred to as the Agency.

The Public Rideshare Program, as referred to below, means the Rideshare Program administered by the Agency. Rideshare Group Coordinator, hereafter referred to as Coordinator, means the person who governs the activities of an individual rideshare group. Driver, as referred to herein, means all persons who are approved by the Agency to operate the rideshare vehicle as an independent contractor. Bookkeeper, as referred to herein, means the person who has responsibility for collecting and submitting monies pertinent to the operation of the rideshare. Rider, as referred to herein, means all persons who ride in the rideshare vehicle, including the coordinator, drivers, and bookkeeper. If applicable, the Coordinator, Driver and Bookkeeper may be one responsible individual.

THE COORDINATOR, (*MUST ALSO BE APPROVED AS A DRIVER OR BOOKKEEPER*) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Establish, in cooperation with the Agency, the rideshare route and schedule to places of employment, education or other institutions.
2. Attempt to maintain the rideshare at its maximum ridership and keep the Agency informed of ridership changes
3. Coordinate maintenance, cleaning, and servicing of the vehicle as prescribed by the Agency.
4. Obtain prior approval from the Agency for any expenditures relating to the safe operation of the vehicle, in excess of \$50.00. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of the Agency. Any loss of such equipment will be reported by the Coordinator immediately. The rideshare group will reimburse the Agency for the loss of such equipment.
5. Enlist and train sufficient Drivers (minimum of two per vehicle) to ensure continued operation of the rideshare.
6. Coordinate the development of rules for the day-to-day operation of the rideshare (e.g., waiting times, music, etc.).

7. Be responsible for the condition of the vehicle (e.g., maintaining proper oil level, maintaining Agency tire air pressure requirements and be accountable for vandalism when the vehicle is not parked in accordance with Agency guidelines).
8. Complete the Agency-provided training.
9. **Wear/use safety belts properly at all times while occupying the vehicle.**

THE DRIVER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Maintain a valid driver's license as required by the State of Washington.
2. Notify the Agency when (s)he is no longer in accordance with the established Driver Selection Criteria.
3. Coordinate with the Agency approved Drivers the daily operation of the vehicle to and from places of employment, education, or other institutions, picking up and discharging riders in accordance with the mutually established route and schedule. (RCW 46.74.010)
4. Keep appropriate records as required by the Agency.
5. Prior to driving the vehicle, attend and successfully complete the mandatory four-hour rideshare driver training workshop.

6. Observe safe driving habits and all traffic regulations. Any citation resulting from the operation of the vehicle is the responsibility of the person driving the vehicle at the time of the issuance of the citation. All Agency-approved Drivers will report any citation resulting from a moving traffic violation to the Agency within 48 hours, whether received while driving the Clallam Transit vehicle or any other vehicle. The Agency reserves the right to conduct monthly Motor Vehicle Record checks to determine if a Driver continues to meet the established Driver Selection Criteria.
7. Be responsible for reporting any rideshare vehicle or incident involving bodily injury, property damage, or a third party immediately to the Agency. Such reporting is to include any injury to a passenger of the vehicle even though no third party was involved (e.g., passengers falling and injuring themselves while entering the vehicle). The Driver is responsible for completing a Washington State Motor Vehicle Accident Report and submitting it directly to the Agency for all accidents or incidents, regardless of severity. The Agency will forward copies to the relevant agencies as needed.
9. **Wear/use safety belts properly at all times while occupying the vehicle.**

THE BOOKKEEPER, (MAY ALSO BE A DRIVER OR COORDINATOR) AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Collect the fares from all riders in advance and deposit into Clallam Transit account by the 15th of every month.
2. Pay for miscellaneous operating expenses of the vehicle, such as carwash, in accordance with procedures established by the Agency.
3. Keep and submit records as required by the Agency.
4. Arrange expenditures with the Coordinator.
5. Complete the Agency-provided training.
6. **Wear/use safety belts properly at all times while occupying the vehicle.**

THE RIDER AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Pay his/her fare as established by the Agency; this payment will be made to the Group Coordinator by the fifteenth of the month.
2. Abide by all day-to-day operational rules (i.e., waiting time, music, etc.) as established by a majority of the rideshare members.
3. Find his/her own alternate transportation when work or personal schedule does not allow for riding the vehicle.
5. Not drive without agency approval.
6. **Wear/use safety belts properly at all times while occupying the vehicle.**

THE COORDINATOR, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT, TO:

1. Assist in maintaining the rideshare ridership at its maximum level.
2. Be held responsible for the cleanliness of the interior of the rideshare vehicle.
3. Be held responsible for the vehicle and small and attractive items (e.g., chains, reflector kit, spare tire, etc.).
4. Abide by all rules which may, from time-to-time, be established by the Agency. Abide by arbitration provided by the Agency in disputes arising out of the day-to-day operational rideshare rules.
5. Release the Driver and the Agency from any liability, claims and demands for:
 - * loss, theft, or damage to their personal property
 - * loss of income or consequential damages resulting from delays, tardiness, absence of the vehicle on particular days or termination of the program.
6. Respect fellow riders and the public. This means avoiding behavior or communications toward fellow riders, employees, or the public that threaten the cohesiveness of the public rideshare or damage the reputation of the Agency; refer to RCW 9.91.025.
7. **Wear/use safety belts properly at all times while occupying the vehicle.**

THE AGENCY AGREES, DURING THE TERM OF THIS AGREEMENT, TO:

1. Provide a passenger vehicle for use by the group.
2. Execute Agreements with Coordinators, Drivers, Bookkeepers and Riders as needed.
3. Provide bodily injury and property damage liability coverage at insurance pool limits for all authorized users of the vehicle per Exhibit A.
4. Assist in developing and maintaining the rideshare's ridership at its maximum level.
5. Coordinate establishment of the rideshare's daily route and schedule.
6. Provide an outline of all policy and operational aspects of the rideshare program.
7. Provide all necessary report forms, including instructions for their completion and a submission schedule.
8. Establish a fare schedule for participation in the rideshare.
9. Establish a schedule for routine service and maintenance of the vehicle at Agency-approved maintenance facilities.
10. Provide loaner vehicles by reservation on a first-come, first-served basis for occasions when the rideshare's vehicle is out of service.
11. Assist in providing alternate transportation when neither the regular nor the loaner vehicles are available. For driving rideshare groups of four or more people on such days, drivers shall be credited an agreed upon amount for each day on which they drive.
12. Provide sample rules and regulations for the daily operation of the rideshare.

THE AGENCY, COORDINATOR, DRIVER AND RIDERS MUTUALLY AGREE, DURING THE TERM OF THIS AGREEMENT THAT THE FOLLOWING REGULATIONS APPLY TO OPERATION OF THE VEHICLE:

1. The vehicle shall at all times be operated in a manner complimentary to the public nature of this program. The vehicle shall be kept clean, driven in a safe manner at all times and not operated while under the influence of alcohol and/or drugs. All members shall act in a courteous manner and the unique character of this vehicle's use shall be explained if such is questioned.
2. Operation of the vehicle is restricted to Agency-approved Drivers. Prior to the operation of the vehicle, the driver must be authorized (for insurance purposes) to drive by attending the mandatory four-hour rideshare driver workshop which includes classroom training, vehicle orientation and on-road evaluation prior to driving the vehicle.
3. The vehicle is to be parked off-street at the residence of a rideshare driver, or other approved location, during non-commute hours.
4. The vehicle is not to be used for hire; to pull trailers, boats, etc.; to haul garbage or excessive loads; nor for any purpose requiring the removal of seats.
5. The vehicle is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways.
6. The vehicle will never be left unattended, with the engine running.
7. **Wear/use safety belts properly at all times while occupying the vehicle.**

This agreement shall be effective as of the date of its signing and shall continue in force until one of the parties gives the other party written notice **15 days** prior to the planned date of termination. A Coordinator, Driver or Rider may terminate the Agreement for any reason. The Agency may terminate this Agreement if operation of the rideshare becomes inconsistent with the evaluation criteria established by the Agency, and/or the program is terminated. The Agency may terminate an individual for involvement in an accident, incident or safety complaint, failure to pay the rider fare promptly, failure to abide by any of the program's operating policies, unauthorized personal use of the vehicle, failure to abide by any of the terms of this Agreement, or for other good cause. Termination notification shall be confirmed by telephone or by mail to the last provided address. Affected party shall cooperate fully in return of all rideshare records, materials, the vehicle itself, and all keys thereto as appropriate within 48 hours of termination.

This agreement may be modified only by subsequent written agreement signed by each of the parties.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the public rideshare because of race, creed, color, sex, gender, national origin, nor the presence of any sensory, mental, or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 -- Nondiscrimination in Federally Assisted Programs of the Department of Transportation; and, Chapter 49.60 Revised Code of Washington -- Law Against Discrimination. **I have received, read and understand this agreement.**

(Check all below that apply)

COORDINATOR/BOOKKEEPER
 DRIVER
 RELIEF DRIVER
 RIDER

RIDEShare #: _____
ROUTE TO: _____
FROM: _____
GROUP COORDINATOR OR DRIVER
(if applicable): _____

All of the above are also considered a rider.

City _____ Zip _____

Work Phone _____ Home Phone _____

Signature _____ Date _____

Rachel Parker
CTS Staff Name -- Please Print

Fiscal Coordinator
CTS Staff -- Title

Agency Staff -- Signature

CTS Use Only

EXHIBIT "A"

PUBLIC RIDESHARE COVERAGE SUMMARY

OPERATORS:

1. **LIABILITY:** The agency provides auto liability insurance coverage to authorized vehicle operators for bodily injury and property damage up to the limits of the agency's insurance coverage. The terms and conditions of coverage are set forth in the policy.
2. **MEDICAL EXPENSE PROTECTION:** The agency provides medical and hospital benefits of \$35,000 per occurrence to vehicle operators for injuries sustained while operating a vehicle.

OPERATORS & PASSENGERS:

1. **UIM PROTECTION:** The agency provides uninsured and under insured motorist coverage of \$60,000 per occurrence for damages caused by uninsured and under insured motor vehicle. This coverage is to be shared by all injured vehicle occupants. There is no coverage if the damage is covered by worker's compensation.

PASSENGERS:

1. **INJURY OR PROPERTY DAMAGE:** In addition to UIM protection, vehicle passengers may be covered for bodily injury and property damage up to the limits of the auto liability insurance coverage, but only if the vehicle driver was negligent.