



## Vanpool Incentive Program (VIP) Driver Application

Please return completed Vanpool Incentive Program (VIP) Driver Application to the designated Pace portal unless otherwise directed by a Pace Vanpool Services representative.

1. Select One: I want to be a  primary driver /  back-up driver in the Pace Vanpool Incentive Program.

Select One: I  was /  was not previously a driver in the Pace Vanpool Incentive Program.

2. Name: \_\_\_\_\_  
Last First Middle Initial

3. Primary Residence Address: \_\_\_\_\_

4. How long have you resided at the address identified in 3? \_\_\_\_\_

5. Phone Numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_

6. Email Address: \_\_\_\_\_

7. Social Security Number: \_\_\_\_\_ - \_\_\_\_\_ - \_\_\_\_\_

8. Date of Birth: \_\_\_\_\_

9. Name of Current Employer: \_\_\_\_\_

10. Address of Current Employer: \_\_\_\_\_

11. Job Title at Current Employer: \_\_\_\_\_

12. Length of Employment at Current Employer: \_\_\_\_\_

13. If length of employment at current employer is less than two years, provide name of previous employer and length of employment at previous employer:  
\_\_\_\_\_

14. Do you currently have a valid U.S. driver's license?  Yes  No

15. If the answer to 14 is No, then skip 15. If the answer to 14 is Yes, then complete 15.

Driver's License (D/L) Number: \_\_\_\_\_  
(Please include a legible copy of the front and back of driver's license.)

State D/L Issued: \_\_\_\_\_ D/L Expiration Date: \_\_\_\_\_ Number of Years with U.S. D/L: \_\_\_\_\_

D/L unrestricted?  Yes  No If No, please identify restrictions: \_\_\_\_\_

16. Have you ever had your driving privileges suspended or revoked?  Yes  No

If Yes, explain: \_\_\_\_\_

17. Have you ever been convicted of driving while intoxicated or under the influence of drugs?  Yes  No

If Yes, explain: \_\_\_\_\_

18. Has an insurance company ever refused to issue an automobile insurance policy to you, cancelled or not renewed your automobile insurance policy, or given notice of termination of your automobile insurance policy (automobile insurance policy for purposes of this question includes any umbrella and/or excess insurance policy)?  Yes  No

If Yes, explain (include date(s), reason(s), and insurance company name(s)): \_\_\_\_\_  
\_\_\_\_\_

19. Have you ever been required by any state to file evidence of financial responsibility (SR-22)?  Yes  No

If Yes, explain: \_\_\_\_\_

20. If you own a vehicle, include a copy of your automobile insurance card for the vehicle.

I understand that should any information provided be shown to be materially incorrect, misrepresented, or incomplete, Pace reserves the right to deny Pace-provided insurance coverage as a result of any losses, damages, or claims related to such information. I further understand that, in the event of denial of Pace-provided insurance coverage, I shall assume full responsibility for any losses, damages, or claims related to any misrepresentations or omission of any material fact.

21. Over the past three years, how many motor vehicle accidents have you been involved in where you were the driver? \_\_\_\_\_

If one or more accidents, provide the full details for each (attach additional paper if needed):

Date of Accident: \_\_\_\_\_ Time of Accident: \_\_\_\_\_

Location of Accident: \_\_\_\_\_

Municipality or Police Agency That Responded to Accident: \_\_\_\_\_

Description of Accident: \_\_\_\_\_

Were any tickets/citations issued?  Yes  No If Yes, please identify to whom and the nature of the violations:

\_\_\_\_\_

Was anyone injured?  Yes  No

Were there any fatalities?  Yes  No

Was your vehicle damaged?  Yes  No If Yes, provide the dollar amount of the damage: \$ \_\_\_\_\_

Was any other vehicle damaged?  Yes  No If Yes, provide the dollar amount of the damage: \$ \_\_\_\_\_

22. Over the past three years, how many tickets/citations have you received? \_\_\_\_\_

If one or more tickets/citations, provide the full details for each (attach additional paper if needed):

Date of Ticket/Citation: \_\_\_\_\_ Time of Ticket: \_\_\_\_\_

If speeding ticket/citation issued: Posted Speed Limit: \_\_\_\_\_ mph Your Speed Limit: \_\_\_\_\_ mph

Did any of the violation(s) result in fines?  Yes  No If Yes, provide the total dollar amount of the fines: \$ \_\_\_\_\_

23. Can you provide off-street parking for the Pace-owned vehicle to be used in the Pace VIP?  Yes  No

24. Are you requesting authorization for personal use of the Pace-owned vehicle to be used in the Pace VIP?  Yes  No

If Yes, explain (include the nature of your personal use of the Pace-owned vehicle and the amount of time you anticipate using the Pace-owned vehicle for personal use): \_\_\_\_\_  
\_\_\_\_\_

25. Commuting Plans: Origin: \_\_\_\_\_  
Street Address City State Zip Code  
Destination: \_\_\_\_\_  
Street Address City State Zip Code

The above information is true and correct to the best of my knowledge. I understand that I must immediately give Pace, the Suburban Bus Division of the Regional Transportation Authority, (“Pace”) written notice of any change to the above information while I am a driver in the Pace Vanpool Incentive Program (“VIP”) and that any misrepresentation or omission of any material fact is grounds for disqualification of my participation in the VIP. I hereby authorize and permit Pace to verify any information contained in this Vanpool Incentive Program (VIP) Driver Application (“Application”) and to obtain my employment verification, driving history records, credit history, drug testing results, and physical results. I hereby acknowledge that a Pace-owned vehicle used in the VIP may be equipped with technology that tracks vehicle location and that records video of activities occurring inside and outside the vehicle. I hereby release and hold harmless any party, which furnishes Pace with information and/or documentation in accordance with my authorization under this Application, from liability that might otherwise result from Pace’s request for such information and/or documentation. I understand and acknowledge that under provisions of the Fair Credit Reporting Act, I may request a copy of my consumer report. I hereby authorize Pace to periodically obtain any of the documentation set forth above. I agree that a copy of this authorization has the same effect as the original.

Driver Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Vanpool Incentive Program (VIP) Back-Up Driver Agreement**

This Vanpool Incentive Program (VIP) Back-Up Driver Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and \_\_\_\_\_ (“Driver”).

The Pace Vanpool Incentive Program (“VIP”) connects individuals who live near each other and have similar travel patterns or work hours to form a vanpool using a Pace-owned vehicle (“Vehicle”).

Driver wants to participate in the VIP as a back-up driver and operate a Vehicle in the event the vanpool’s primary driver is temporarily absent or unavailable.

This Agreement establishes the rights and obligations of Pace and Driver in connection with the VIP.

Pace and Driver agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement (“Effective Date”). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

2. **Term and Termination.** This Agreement will remain in effect for a minimum of 60 days following the Effective Date and will thereafter continue in full force and effect unless terminated by a party upon 15 days’ advance written notice to the other party. Notwithstanding the foregoing, Pace may immediately terminate this Agreement:

- a. if Driver fails to comply with this Agreement and/or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Pace Traditional Vanpool Program Operation Manual (“Manual”), which Driver acknowledges receiving and which is incorporated into and made a part of this Agreement;
- b. if Driver disrupts or interferes with VIP operations;
- c. if the VIP is terminated;
- d. if Driver loses or fails to timely renew Driver’s driver’s license;
- e. if Driver fails to timely renew Driver’s Medical Examiner’s Certificate or fails to pass any non-federal 10 panel drug test required by Pace for continued participation in the VIP;
- f. if Driver receives a moving violation, exhibits unsafe driving behavior, or is involved in an accident; or
- g. for any other or no reason.

3. **Fare.** Driver will be obligated to timely pay the applicable monthly VIP fare and fare surcharge to Pace; provided, however, Driver’s employer may agree to pay all or a portion of that fare and fare surcharge pursuant to a separate agreement with Pace.

4. **Vehicle Ownership.** The Vehicle is and will remain the sole property of Pace. Driver shall not assert any claim to or otherwise affect Pace's ownership of the Vehicle.
5. **Vehicle Use.** Driver shall use the Vehicle for vanpool transportation to and from Driver's workplace pursuant to a Pace-authorized route and schedule, picking up and dropping off (a) riders who are assigned to the vanpool and whose VIP account is current as specified on Pace's monthly rider roster/payment status sheet and (b) such other riders as approved by Pace.

Driver may use the Vehicle for personal use, subject to the terms of this Agreement and provided such use does not interfere with the availability of the Vehicle for vanpool transportation or involve the transportation of organized groups of people. If, in any month, the total Vehicle mileage associated with all personal use of the Vehicle exceeds the sum of the monthly personal use miles allowance of 300 and any unused personal use miles up to a maximum of 500, the vanpool's primary driver will be obligated to pay \$0.75 per excess personal use mile to Pace. Pace will bill the vanpool's primary driver monthly for those excess personal use mileage charges. The vanpool's primary driver will coordinate any reimbursement due from Driver for excess personal use mileage charges attributable to Driver's personal use of the Vehicle. Driver shall promptly make that reimbursement to the vanpool's primary driver. Pace may revoke or suspend personal use of the Vehicle if Pace, in its sole discretion, determines that use to be improper or excessive.

6. **General Driver Requirements.**

- a. Before operating the Vehicle, Driver must:
- i. be 21 years of age or older; hold a valid, unrestricted (glasses or contact lenses are acceptable restrictions), and unexpired Illinois, Indiana, or Wisconsin driver's license; and have held a valid U.S. driver's license, without any breaks or suspensions, for at least three consecutive years immediately prior to the date of Driver's VIP application;
  - ii. be employed by Driver's current employer for one year or provide other indication of stable employment;
  - iii. have a safe driving record as determined by Pace;
  - iv. have a valid, unexpired Medical Examiner's Certificate that documents that Driver passed a U.S. Department of Transportation (DOT) physical examination, which must be administered at a Pace-approved facility;
  - v. pass a non-federal 10 panel drug test, which must be administered at a Pace-approved facility; and
  - vi. pass Pace's driver training course.
- b. Driver must further:
- i. operate the Vehicle in a courteous, safe, prudent manner in accordance with all policies, procedures, standards, and requirements established by Pace in connection with the VIP, including those in the Manual, and all applicable laws, statutes, ordinances, rules, and regulations and when Driver and all Vehicle riders are properly seated and wearing a seatbelt (standees are prohibited);
  - ii. notify Pace Vanpool Services immediately of any accident/incident with the Vehicle that involves a fatality, injuries requiring an individual to be transported from the scene, or towing of any vehicle from the scene or that involves any other event of a serious nature;

- iii. cooperate with Pace and Pace-designated vendors providing fleet management services, accident and incident management services, emergency roadside assistance, and fuel credit card services in connection with the VIP;
  - iv. notify Pace Vanpool Services: (A) within three days of receiving each written warning, ticket (including red light camera ticket), conviction, license suspension, and/or license revocation that Driver receives as a result of Driver's operation of the Vehicle or any other vehicle and (B) within seven days of the disposition of each such written warning or ticket; all written warnings and tickets (including red light camera tickets) that Driver receives as a result of Driver's operation of the Vehicle (including parking tickets) will be the sole responsibility of Driver, including any fines, fees, and costs, provided, however, Driver shall not plead guilty to or pay any tickets resulting from Driver's operation of the Vehicle until Driver has obtained Pace's written approval;
  - v. comply with all policies, procedures, standards, and requirements established by Pace in connection with the VIP (including those in the Manual for accident and incident handling, reporting, minimum ridership, annual fire extinguisher recertifications, and Vehicle breakdowns, maintenance, servicing, cleaning, semi-annual Illinois Department of Transportation safety inspections, emissions testing, and manufacturer recall notices) and all vanpool-related guidelines established by a majority vote of the vanpool's participants to the extent such guidelines do not conflict with any of those policies, procedures, standards, and requirements;
  - vi. notify Pace Vanpool Services immediately when Driver is no longer in compliance with any policies, procedures, standards, and/or requirements established by Pace in connection with the VIP;
  - vii. cooperate with Pace regarding Driver's participation in the VIP;
  - viii. coordinate an alternative transportation plan with other riders in the vanpool for when the Vehicle is not available;
  - ix. notify the vanpool's primary driver, other back-up driver(s), and riders as soon as practicable in advance of Driver's absence from the vanpool;
  - x. help keep the Vehicle clean and free from litter and garbage; and
  - xi. lock and properly secure the Vehicle in an off-street parking location when the Vehicle is not in use.
- c. Pace may establish additional VIP driver-related policies, procedures, standards, and requirements through the issuance of bulletins, manuals, or handbooks, which will be deemed incorporated into and made a part of this Agreement.

7. **Conditions and Restrictions on Vehicle Use.** Driver must not:

- a. use the Vehicle to transport animals, contraband, illicit substances, or hazardous materials that might be flammable, explosive, or corrosive;
- b. permit the consumption of alcoholic beverages and/or use of illegal drugs or marijuana in the Vehicle;
- c. bring any weapon, including a firearm or knife, onto the Vehicle or permit any individual to do so;
- d. load the Vehicle beyond the manufacturer's stated passenger capacity;
- e. use the Vehicle for hire, for pulling trailers or boats, or for hauling garbage or debris;
- f. remove any Vehicle seats;
- g. operate the Vehicle off road, on beaches, in fields, or in any other unsafe environment;

- h. drive the Vehicle over bridges or roads posted for less than a four-ton maximum weight load;
- i. operate the Vehicle in violation of width and height clearance signs;
- j. use the Vehicle for political activities or for distributing political information;
- k. use the Vehicle for business or for selling or distributing goods;
- l. alter, mark, remove, and/or install equipment, accessories, or signs on the Vehicle unless Driver obtains the prior written approval of Pace Vanpool Services;
- m. remove the Vehicle from the Pace six-county region in northeastern Illinois consisting of Cook, DuPage, Kane, Lake, McHenry, and Will Counties unless Driver obtains the prior written approval of Pace Vanpool Services;
- n. smoke in or within 15 feet of the Vehicle or permit any individual to do so;
- o. use a cellular phone, earphones, or other electronic device while operating the Vehicle, including “blue tooth” or other hands-free device;
- p. cause a mortgage, pledge, lien, hypothecation, encumbrance, or security interest on the Vehicle; and
- q. permit anyone other than a VIP-registered driver to operate the Vehicle.

8. **Use of Information.** Driver acknowledges that Driver’s participation in the VIP constitutes Driver’s consent for Pace to share Driver’s name, phone numbers, email address, and workplace location with the vanpool’s primary driver, other back-up driver(s), and actual or prospective riders.

9. **Vehicle Repossession.** If Driver fails to use, repair, or maintain the Vehicle as required by this Agreement, Driver authorizes Pace, without demand, legal process, or breach of the peace, to enter any premises where the Vehicle is located and take possession of and remove the Vehicle and its contents. Driver shall not prosecute or assist in the prosecution of any claim, suit, action, or other proceeding, and releases Pace from any liability and/or damages, arising out of such repossession.

10. **Insurance.** Driver shall maintain at least the minimum insurance on Driver’s personal vehicle(s) as required by the State of Illinois, Indiana, or Wisconsin as applicable.

Pace shall maintain automobile liability and physical damage insurance for the Vehicle within the scope of the VIP and may deny, withhold, or otherwise reserve its rights to extend such insurance coverage in the event of Driver’s violation of this Agreement or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Manual.

Pace will not be responsible to Driver for any loss of income, inconvenience, or other damage sustained by Driver as a result of an interruption or termination of VIP services. Neither Pace nor its insurance carrier(s) will be responsible for any property lost, stolen, or damaged in or from the Vehicle.

11. **Indemnification.** Driver shall indemnify, hold harmless, and defend Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents (collectively “Pace Parties”) from and against all liability (including third-party liability), injuries, losses, damages, claims (including workers’ compensation claims), suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from Driver’s intentional or negligent acts or omissions. Driver forever releases, waives, and discharges the Pace Parties from, and covenants not to sue the Pace Parties for, any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, which may be incurred by Driver, arising out of or resulting from Driver’s participation in the VIP. This paragraph is binding upon Driver and Driver’s spouse, heirs, representatives, executors, administrators, and successors.

12. **Compliance with Laws.** Pace and Driver shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

13. **Independent Relationship.** Driver is not an employee, agent, joint venturer, or partner of Pace. Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, or any other relationship between Driver and Pace, and Driver shall not act on behalf of or bind Pace in any manner.

14. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- a. by personal delivery (deemed effective as of the date and time of delivery);
- b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- c. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- d. by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

14539 S. Depot Drive  
Plainfield, IL 60544  
Attention: Supervisor of Vanpool Services

If to Driver:

Address and email address identified  
on Driver’s signature block of this  
Agreement

Email Address: [pacevanpool@pacebus.com](mailto:pacevanpool@pacebus.com)

15. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and Pace and Driver shall submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, Third Municipal District, in Rolling Meadows, Illinois for any dispute arising out of or related to this Agreement.

16. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.

17. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement.

18. **Amendment.** Pace may change, amend, or modify this Agreement and any other policies, procedures, standards, requirements, fees, charges, fares, and/or forms relating to the VIP upon 30 days’ advance written notice to Driver.



19. **Entire Agreement.** This Agreement, including any exhibits and the introductory recitals, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between Pace and Driver and supersedes any prior written or oral understandings, agreements, or representations between Pace and Driver that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.

20. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to or document incorporated into and made a part of this Agreement, the terms and conditions of this Agreement will control.

21. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.

22. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.

23. **Force Majeure.** Neither Pace nor Driver will be liable for failure or delay in performing any obligations under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party.

24. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.

25. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]**

Driver and Pace have caused this Agreement to be executed on the dates indicated below.

**DRIVER:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Work Phone Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

**PACE:**

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date



## Vanpool Incentive Program (VIP) Rider Application

Please return completed Vanpool Incentive Program (VIP) Rider Application to the designated Pace portal unless otherwise directed by a Pace Vanpool Services representative.

1. Name: \_\_\_\_\_  

Last
First
Middle Initial
2. Primary Residence Address: \_\_\_\_\_
3. How long have you resided at the address identified in 2? \_\_\_\_\_
4. Phone Numbers: Home: \_\_\_\_\_ Work: \_\_\_\_\_ Cell: \_\_\_\_\_
5. Email Address: \_\_\_\_\_
6. Social Security Number: \_\_\_\_ - \_\_\_\_ - \_\_\_\_\_
7. Date of Birth: \_\_\_\_\_
8. Name of Current Employer: \_\_\_\_\_
9. Address of Current Employer: \_\_\_\_\_
10. Job Title at Current Employer: \_\_\_\_\_
11. Length of Employment at Current Employer: \_\_\_\_\_
12. If length of employment at current employer is less than two years, provide name of previous employer and length of employment at previous employer:  
\_\_\_\_\_  
\_\_\_\_\_
13. Commuting Plans:

Origin:		Street Address	City	State	Zip Code
Destination:		Street Address	City	State	Zip Code

The above information is true and correct to the best of my knowledge. I understand that I must immediately give Pace, the Suburban Bus Division of the Regional Transportation Authority, (“Pace”) written notice of any change to the above information while I am a rider in the Pace Vanpool Incentive Program (“VIP”) and that any misrepresentation or omission of any material fact is grounds for disqualification of my participation in the VIP. I hereby authorize and permit Pace to verify any information contained in this Vanpool Incentive Program (VIP) Rider Application (“Application”) and to obtain my employment verification and credit history. I hereby acknowledge that a Pace-owned vehicle used in the VIP may be equipped with technology that tracks vehicle location and that records video of activities occurring inside and outside the vehicle. I hereby release and hold harmless any party, which furnishes Pace with information and/or documentation in accordance with my authorization under this Application, from liability that might otherwise result from Pace’s request for such information and/or documentation. I understand and acknowledge that under provisions of the Fair Credit Reporting Act, I may request a copy of my consumer report. I hereby authorize Pace to periodically obtain any of the documentation set forth above. I agree that a copy of this authorization has the same effect as the original.

Rider Signature: \_\_\_\_\_ Date: \_\_\_\_\_



## **Vanpool Incentive Program (VIP) Rider Agreement**

This Vanpool Incentive Program (VIP) Rider Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and \_\_\_\_\_ (“Rider”).

The Pace Vanpool Incentive Program (“VIP”) connects individuals who live near each other and have similar travel patterns or work hours to form a vanpool using a Pace-owned vehicle (“Vehicle”).

Rider wants to participate in the VIP as a rider and be transported in a Vehicle by a VIP-registered driver.

This Agreement establishes the rights and obligations of Pace and Rider in connection with the VIP.

Pace and Rider agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement (“Effective Date”). If a party signs this Agreement but fails to date its signature, the date that the other party receives the signing party’s signature on this Agreement will be deemed to be the date that the signing party signed this Agreement.

2. **Term and Termination.** This Agreement will remain in effect for a minimum of 30 days following the Effective Date and will thereafter continue in full force and effect unless terminated by a party upon 15 days’ advance written notice to the other party. Notwithstanding the foregoing, Pace may immediately terminate this Agreement:

- a. if Rider fails to comply with this Agreement and/or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Pace Traditional Vanpool Program Operation Manual (“Manual”), which Rider acknowledges receiving and which is incorporated into and made a part of this Agreement;
- b. if Rider disrupts or interferes with VIP operations;
- c. if the Program is terminated; or
- d. for any other or no reason.

3. **Fare.** Rider shall pay the applicable monthly VIP fare and fare surcharge to Pace no later than the last business day of the month preceding the month for which that fare and fare surcharge are due; provided, however, Rider’s employer may agree to pay all or a portion of that fare and fare surcharge pursuant to a separate agreement with Pace.

If Rider fails to pay the applicable monthly VIP fare and fare surcharge to Pace for two consecutive months, Pace will include a written notice with Rider's next monthly statement. That notice will provide that Pace will suspend Rider's riding privileges in the VIP if Rider does not pay the entire amount shown on the statement to Pace by the last business day of the month in which the notice was sent. If Pace does not receive that payment within the time prescribed, Pace will suspend Rider's riding privileges in the VIP and drop Rider from the vanpool's roster. Pace may reinstate Rider's riding privileges in the VIP if a vacancy exists in the Vehicle and Rider has paid to Pace: all outstanding applicable monthly VIP fares and fare surcharges, the applicable monthly VIP fare and fare surcharge due for the next month, and a \$25.00 non-refundable reinstatement fee. Rider will be obligated to pay a \$25.00 returned check fee to Pace if any of Rider's checks tendered to Pace fail to clear the bank or are returned unpaid for any reason.

4. **General Rider Requirements.**

- a. Rider must:
  - i. cooperate with Pace regarding Rider's participation in the VIP;
  - ii. comply with all policies, procedures, standards, and requirements established by Pace in connection with the VIP, including those in the Manual, and all vanpool-related guidelines established by a majority of the vanpool's participants to the extent such guidelines do not conflict with any of those policies, procedures, standards, and requirements;
  - iii. show Rider's Monthly Vanpool Pass to the vanpool's driver before entering the Vehicle;
  - iv. notify the vanpool's primary driver and back-up driver(s) as soon as practicable in advance of Rider's absence from the vanpool (Rider will not receive a refund of or credit for any applicable VIP fare and fare surcharge due to such absence);
  - v. help keep the Vehicle clean and free from litter and garbage;
  - vi. wear a seatbelt when riding in the Vehicle; and
  - vii. find alternative transportation when all the vanpool's drivers are unavailable (Rider will not receive a refund of or credit for any applicable fare and fare surcharge in such instances).
- b. Pace may establish additional VIP rider-related policies, procedures, standards, and requirements through the issuance of bulletins, manuals, or handbooks, which will be deemed incorporated into and made a part of this Agreement.

5. **Vehicle Ownership.** The Vehicle is and will remain the sole property of Pace. Rider shall not assert any claim to or otherwise affect Pace's ownership of the Vehicle.

6. **Use of Information.** Rider acknowledges that Rider's participation in the VIP constitutes Rider's consent for Pace to share Rider's name, phone numbers, email address, and workplace location with a VIP-registered driver who has agreed to transport Rider in the Vehicle.

7. **Insurance.** Pace shall maintain automobile liability and physical damage insurance for the Vehicle within the scope of the VIP and may deny, withhold, or otherwise reserve its rights to extend such insurance coverage in the event of Rider's violation of this Agreement or any policies, procedures, standards, or requirements established by Pace in connection with the VIP, including those in the Manual.

Pace will not be responsible to Rider for any loss of income, inconvenience, or other damage sustained by Rider as a result of an interruption or termination of VIP services. Neither Pace nor its insurance carrier(s) will be responsible for any property lost, stolen, or damaged in or from the Vehicle.

8. **Indemnification.** Rider shall indemnify, hold harmless, and defend Pace, the Regional Transportation Authority, and their respective directors, officers, employees, and agents (collectively “Pace Parties”) from and against all liability (including third-party liability), injuries, losses, damages, claims (including workers’ compensation claims), suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from Rider’s negligent or intentional acts or omissions. Rider forever releases, waives, and discharges the Pace Parties from, and covenants not to sue the Pace Parties for, any liability, injuries, losses, damages, claims, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, which may be incurred by Rider, arising out of or resulting from Rider’s participation in the VIP. This paragraph is binding upon Rider and Rider’s spouse, heirs, representatives, executors, administrators, and successors.

9. **Compliance with Laws.** Pace and Rider shall comply with all local, state, and federal laws, statutes, ordinances, rules, and regulations applicable to this Agreement, including Title VI of the Civil Rights Act of 1964 and 49 C.F.R. part 21 (Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964).

10. **Independent Relationship.** Rider is not an employee, agent, joint venturer, or partner of Pace. Nothing in this Agreement will be construed as creating an agency, partnership, joint venture, or any other relationship between Rider and Pace, and Rider shall not act on behalf of or bind Pace in any manner.

11. **Notice.** Any notice under this Agreement must be in writing and must be given in the following manner:

- a. by personal delivery (deemed effective as of the date and time of delivery);
- b. by commercial overnight delivery (deemed effective on the next business day following deposit of the notice with a commercial overnight delivery company);
- c. by registered or certified mail, return receipt requested, with proper postage prepaid (deemed effective as of the third business day following deposit of the notice in the U.S. mail); or
- d. by email with delivery receipt requested (deemed effective as of the date and time indicated on the receipt confirming delivery, except the effective date and time will be 8:00 a.m. on the next business day after delivery of the notice if the receipt shows delivery during non-business hours).

The notice must be addressed as follows or to such other address as either party may specify in writing:

If to Pace:

14539 S. Depot Drive  
Plainfield, IL 60544  
Attention: Supervisor of Vanpool Services

Email Address: [pacevanpool@pacebus.com](mailto:pacevanpool@pacebus.com)

If to Rider:

Address and email address identified on  
Rider’s signature block of this Agreement

12. **Governing Law, Jurisdiction, and Venue.** This Agreement will be governed by and construed in accordance with the laws of the State of Illinois without regard to principles of conflicts of law, and Pace and Rider shall submit to the exclusive jurisdiction and venue of the Circuit Court of Cook County, Illinois, Third Municipal District, in Rolling Meadows, Illinois for any dispute arising out of or related to this Agreement.
13. **Waiver.** Failure of a party to exercise any right or pursue any remedy under this Agreement will not constitute a waiver of that right or remedy.
14. **Assignment.** No party may assign, delegate, or otherwise transfer all or part of its rights and obligations under this Agreement.
15. **Amendment.** Pace may change, amend, or modify this Agreement and any other policies, procedures, standards, requirements, fees, charges, fares, and/or forms relating to the VIP upon 30 days' advance written notice to Rider.
16. **Entire Agreement.** This Agreement, including any exhibits and the introductory recitals, which are hereby incorporated into and made a part of this Agreement, constitutes the entire agreement between Pace and Rider and supersedes any prior written or oral understandings, agreements, or representations between Pace and Rider that may have related in any way to the subject matter of this Agreement, and no other written or oral warranties, inducements, considerations, promises, representations, or interpretations, which are not expressly addressed in this Agreement, will be implied or impressed upon this Agreement.
17. **Conflict.** In the event of a conflict or ambiguity between the terms and conditions of this Agreement and any exhibit to or document incorporated into and made a part of this Agreement, the terms and conditions of this Agreement will control.
18. **Survival.** Any provision of this Agreement that imposes an obligation after termination or expiration of this Agreement will be deemed to survive termination or expiration of this Agreement.
19. **Severability.** If any provision of this Agreement or amendment thereto is held invalid or unenforceable by an Illinois court of competent jurisdiction, that provision will be deemed severed therefrom, and the remaining provisions will remain in full force and effect.
20. **Force Majeure.** Neither Pace nor Rider will be liable for failure or delay in performing any obligations under this Agreement if the failure or delay is caused by or results from causes beyond the reasonable control of and without the fault or negligence of the affected party.
21. **Counterparts.** This Agreement may be executed in counterparts, each of which when so executed and delivered will be deemed to be an original and all of which when taken together will constitute one and the same agreement.
22. **Electronic Signatures.** This Agreement may be executed through the use of electronic signatures. Electronic signatures and signatures scanned and transmitted via email will be deemed original signatures for purposes of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK.  
SIGNATURE PAGE FOLLOWS.]

Rider and Pace have caused this Agreement to be executed on the dates indicated below.

**RIDER:**

**PACE:**

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
Signature of Authorized Signatory

\_\_\_\_\_  
Street Address

\_\_\_\_\_  
Printed Name

\_\_\_\_\_  
City, State, and Zip Code

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Cell Phone Number

\_\_\_\_\_  
Work Phone Number

\_\_\_\_\_  
Email address

\_\_\_\_\_  
Date