



VanGo Pilot Vehicle Program Driver Agreement

This VanGo Pilot Vehicle Program Driver Agreement (“Agreement”) is between Pace, the Suburban Bus Division of the Regional Transportation Authority, an Illinois municipal corporation (“Pace”), and _____ (“Driver”).

The Pace VanGo Pilot Vehicle Program (“Program”) provides an occasional last-mile/first-mile transit option for commuters traveling round trip between the _____ Park & Ride facility (“Facility”) and their workplace in the _____ corridor.

Driver wants to participate in the Program as a driver and operate a Pace-owned vehicle (“Vehicle”).

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

Pace and Driver agree as follows:

1. **Effective Date.** This Agreement is effective beginning on the date on which Pace signs this Agreement. 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 continue in full force and effect unless terminated by a party upon 30 days’ advance written notice to the other party. Notwithstanding the foregoing, Pace may immediately terminate this Agreement:
 - a. if Driver fails to comply with any provision of this Agreement, including payment of fares and/or applicable manuals, policies, procedures, standards, and requirements established by Pace in connection with the Program;
 - b. if Driver disrupts Program operations;
 - c. if the Program is terminated;
 - d. if Driver loses or fails to timely renew their driver’s license;
 - e. if Driver receives a moving violation, exhibits unsafe driving behavior, or is involved in an accident; or
 - f. for any other or no reason.
3. **Repossession.** If Driver fails to timely return the Vehicle to its designated parking spot or to use any Vehicle in accordance with 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.
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. **General Driver Requirements.**
 - a. Before operating a Vehicle, Driver must:
 - i. be 23 years of age or older, hold a valid, unrestricted, 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 Program application;
 - ii. have a safe driving record;
 - iii. 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;
 - iv. pass a non-federal 10 panel drug test, which must be administered at a Pace-approved facility;
 - v. pass an online driver training class; and
 - vi. have a valid Visa, Mastercard, or Discover credit or debit card issued in Driver’s name.

- b. Driver must further:
- i. operate the Vehicle in a courteous, safe, prudent manner in accordance with 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 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 involves any other event of a serious nature;
 - iii. notify Pace Vanpool Services immediately of any: (A) Vehicle maintenance needed, including but not limited to when the check engine, change oil, low tire pressure, and/or low fuel light is illuminated on the Vehicle dashboard, and (B) Vehicle damage;
 - iv. cooperate with Pace-designated vendors providing accident management services and Vehicle emergency roadside assistance for Pace;
 - v. 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 the Driver receives as a result of the Driver's operation of a 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 the Driver receives as a result of the Driver's operation of the Vehicle (including parking tickets) will be the sole responsibility of the Driver, including any fines and costs;
 - vi. comply with all applicable manuals, policies, procedures, standards, and requirements established by Pace in connection with the Program, including breakdown, maintenance, and accident and incident reporting procedures as prescribed by Pace;
 - vii. notify Pace Vanpool Services immediately when Driver is no longer in compliance with any applicable manuals, policies, procedures, standards, and/or requirements established by Pace in connection with the Program;
 - viii. cooperate with Pace regarding Driver's participation in the Program;
 - ix. contact Pace Vanpool Services between the hours of 8:00 a.m. and 4:30 p.m. Central Time Monday through Friday to reserve a Vehicle for the next day, except Vehicle reservations for a Saturday, Sunday, or Monday must be made prior to 4:30 p.m. on the Friday immediately preceding the Saturday, Sunday, or Monday; a reserved Vehicle may be used between 6:00 a.m. and 9:00 p.m. Central Time only;
 - x. transport only Program-registered riders in the Vehicle;
 - xi. pay a \$5.00 fare to Pace for each round trip that Driver takes under the Program, except when Driver transports a Program-registered rider in the Vehicle during that trip;
 - xii. drive the Vehicle to and from the Facility and Driver's workplace only; provided, however, Driver may use the Vehicle for travel during lunchtime if Driver stays within 10 miles of the Facility;
 - xiii. return the Vehicle to its designated parking spot in the same condition as when received;
 - xiv. keep the Vehicle free from litter and garbage; and
 - xv. lock and properly secure the Vehicle when it is not in use.

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

- a. use the Vehicle to transport animals, contraband, or hazardous materials that might be flammable, explosive, or corrosive;
- b. permit the consumption of alcoholic beverages and/or use of illegal drugs 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 or signs on the Vehicle unless Driver obtains the prior written approval of Pace Vanpool Services;
- m. drive the Vehicle more than 10 miles from the Facility;

- 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 else to operate the Vehicle.

7. **Facility Access.** If the Vehicle is equipped with a key card or other device that allows access into and out of the Facility (“Device”), Driver shall immediately notify Pace Vanpool Services if the Device is lost, stolen, or damaged during Driver’s use of the Vehicle and will be obligated to reimburse Pace for the cost of a replacement Device. Driver hereby authorizes Pace to charge Driver’s credit or debit card on file with Pace in the amount of that cost.

8. **Use of Information.** Driver acknowledges that Driver’s participation in the Program constitutes Driver’s consent for Pace to share Driver’s name, phone numbers, email address, and workplace location with Program-registered riders who Driver has agreed to transport in the Vehicle.

9. **Insurance.** Pace shall maintain automobile liability and physical damage insurance for each Vehicle. 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 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 Program services. Neither Pace nor its insurance provider will be responsible for any property lost, stolen, or damaged in or from the Vehicle.

10. **Indemnification.** Driver shall indemnify 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, suits, payments, settlements, judgments, demands, awards, costs, and expenses, including reasonable attorneys’ fees, arising out of or resulting from Driver’s negligent or intentional acts or omissions. Driver forever releases, waives, and discharges 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 Program, including Driver contracting COVID-19. This paragraph is binding upon Driver and Driver’s heirs, representatives, executors, administrators, and successors.

11. **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 49C.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).

12. **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.

13. **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:

550 W. Algonquin Road
Arlington Heights, IL 60005
Attention: Division Manager, Vanpool Services
Email Address: randy.comstock@pacebus.com

If to Driver:

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

14. **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.

15. **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.

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

17. **Amendment.** Pace may change, amend, or modify this Agreement and any of its manuals, policies, procedures, standards, requirements, fees, and/or forms relating to the Program upon 14 days' advance written notice to Driver.

18. **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.

19. **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.

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

21. **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.

22. **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.

23. **Electronic Signatures.** This Agreement may be executed using electronic signatures. The typed name of a signatory to this Agreement constitutes that signatory's electronic signature on this Agreement. Electronic signatures will be deemed original signatures for purposes of this Agreement.

**[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK.
SIGNATURE BLOCK ON FOLLOWING PAGE.]**

Pace and Driver 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