

COMPANY VANPOOL AGREEMENT

WITNESSTH

WHEREAS, the Cape Fear Public Transportation Authority (AUTHORITY) and Company (COMPANY) desire to enter into this Agreement by which AUTHORITY will make available to COMPANY a van for use in carrying out this Agreement in accordance with the terms and conditions hereinafter specified; and

WHEREAS, AUTHORITY is undertaking a "Pilot Vanpool Program" to determine the feasibility and need for a vanpool program throughout the Southeastern North Carolina region; and

WHEREAS, AUTHORITY holds title for the vehicles to be used in the pilot program which are available to eligible companies for the carrying out of the said Wave Pool vanpool pilot program;

NOW, THEREFORE, for and in consideration of the promises and other goods and valuable consideration set forth herein, the AUTHORITY and COMPANY hereby agree as follows:

- 1. EFFECTIVE DATE** This agreement shall become effective on the date of its execution by AUTHORITY, said date being set out on the signature page adjacent to the signature of the AUTHORITY representative executing this document.
- 2. TERM** The term of this agreement shall be on a month-to-month basis unless terminated upon a thirty (30) day notice or according to the other terms specified herein.
- 3. PAYMENT BY COMPANY** COMPANY agrees to pay to AUTHORITY by the fifth (5th) day of each month, fifty dollars (\$50.00) (FARE) for each passenger who is a member of COMPANY's vanpool for the month in which the fare is due. In addition, COMPANY will pay AUTHORITY a sum of five dollars (\$5.00) as a late fee for any payments due AUTHORITY that are not made by the fifteenth (15th) day of each month, and a twenty-five (\$25.00) fee for any check given by COMPANY to AUTHORITY which is returned for insufficient funds or other reason. COMPANY will deposit with AUTHORITY, the sum of one-hundred dollars (\$100.00) as a security deposit for the faithful performance by the COMPANY of this Agreement, said sum to be returned to COMPANY upon the termination of this Agreement if COMPANY is current with all payments to AUTHORITY as of the date of termination. It is agreed that the FARE will be reviewed annually for potential modification.
- 4. OUT OF POCKET EXPENSES** AUTHORITY agrees to reimburse COMPANY for out-of-pocket expenses in connection with the use of said van, which include gas, oil and other items necessary for the safe and efficient operation of the van purchased by COMPANY for use in said van, said expenses to be substantiated by receipt, and said payments to be an offset against amounts due to AUTHORITY pursuant Section 3 of this Agreement. AUTHORITY agrees to provide fueling cards and/or access to fueling sites which allow COMPANY to fuel the van with billing to be sent to AUTHORITY for remittance to gas distributor/dealer. AUTHORITY agrees to provide maintenance for the vehicle without COMPANY incurring any costs.
- 5. FORMATION OF VANPOOLS** AUTHORITY agrees to assist COMPANY in forming and maintaining a vanpool and to render other administrative assistance in connection with the program. The extent of such assistance shall be determined by AUTHORITY.
- 6. DRIVER ELIGIBILITY REQUIREMENTS** COMPANY agrees to designate a primary driver and substitute driver (DRIVERS) who shall authorize AUTHORITY to obtain a certified copy of his/her driving record from the Division of Motor Vehicles of the North Carolina Department of Transportation. DRIVERS must certify to AUTHORITY that he/she does not have more than three points on his/her driving record, no Driving While

Impaired (DWI) or Driving Under the Influence (DUI) convictions, has not been convicted of more than one (1) moving violation under the motor vehicle laws of any state and has not been convicted of any criminal offense arising out of the operation of a motor vehicle in violation of the criminal laws of any state within the immediate past three (3) years and none in the last year. DRIVER must have a valid Class C driver's license to drive the van. DRIVERS shall complete a vanpool driver application and an in-house training session before being eligible to operate the van. DRIVERS shall immediately notify AUTHORITY upon receipt of any moving violation or criminal charge involving a motor vehicle, regardless if AUTHORITY vehicle is involved.

7. **SCHEDULE AND ROUTE OF VANPOOL** COMPANY agrees to operate the van for the purpose of transporting persons from their designated pickup point to their place of employment, and from their place of employment to their pick up point, and must operate in accordance with route and other regulations prescribed by AUTHORITY and will operate on a schedule approved AUTHORITY. PERSONAL MILES are limited to a fifty (50) mile radius of Brunswick, New Hanover and Pender counties.
8. **PERSONAL USE** Upon approval of COMPANY, DRIVERS may be permitted to use the van for personal use (that is, other than transporting riders to and from employment), but such personal use shall be limited to a maximum of 300 miles per month. PERONAL MILES up to one-hundred shall be allowed by AUTHORITY at no cost to the COMPANY. COMPANY will pay to AUTHORITY a sum equal to fifty cents (\$.50) per mile for each mile in excess of 150 miles during any calendar month that said van is driven by DRIVERS for reasons other than the transportation of DRIVERS and passengers to and from employment (PERSONAL MILES).
9. **PASSENGERS** COMPANY must obtain and maintain throughout the existence of the Agreement, a reasonable number of paying passengers. AUTHORITY agrees to assist COMPANY in maintaining a reasonable number of fare paying passengers.
10. **VEHICLE OPERATION** COMPANY shall operate the van in accordance in a reasonable and safe manner within the laws of the State of North Carolina. COMPANY shall deliver vehicle to AUTHORITY for maintenance inspection upon each 6,000 miles of travel at a location to be determined by the AUTHORITY. COMPANY must have prior approval from AUTHORITY prior to undertaking repair or corrective work. COMPANY is required to keep the van in a clean condition, inside and outside and shall check fluid levels and tire pressures on a weekly basis at a minimum.
11. **PARKING** COMPANY shall provide secure off-street parking for the van when it is not in use.
12. **VEHICLE RECORDS** COMPANY shall maintain and furnish AUTHORITY such records as AUTHORITY prescribes. All such records shall be maintained in the manner, and presented at the time, prescribed by AUTHORITY.
13. **AUTHORIZED USERS** Only DRIVERS on file with AUTHORIY are permitted to operate the van, except under emergency conditions or with the express approval of the COMPANY and AUTHORITY.
14. **VEHICLE FOR HIRE PROHIBITED** COMPANY is prohibited from transporting any groups or any persons for hire except vanpool passengers. Use of the vehicle for COMPANY sponsored events is allowable but will incur additional costs as PERSONAL MILES.
16. **VEHICLE BREAKDOWN** In the event of a breakdown, AUTHORITY will provide an alternate van.
17. **PROHIBITIONS** COMPANY shall prohibit the use or possession or transportation of any weapon, firearm, alcoholic beverage or any drug or other substance in violation of law within the vanpool vehicle. Smoking and tobacco use are prohibited in AUTHORITY vehicles. COMPANY will not permit the use of the vehicle to pull trailers, and no trailer hitches, temporary or permanent, are to be attached to the van. Vehicle is to be driven only on hard-surfaced public streets and highways, and other normal access roads and driveways, and is not to be driven and such places or in such manner as to expose the vehicle to unsafe conditions. The vehicle is not to be driven over bridges or roads posted for a maximum weight of 3 tons or less.
18. **ACCIDENT REPORTING** COMPANY is responsible for promptly reporting any accident involving a bodily injury

or property damage, the reporting to be in accordance with the procedures outlined in the Operations Manual to be kept in the van at all times. COMPANY shall be responsible for any damage to the extent that said damage is not recoverable from insurance, up to a maximum of one thousand dollars (\$1000.00), and shall be fully responsible for any criminal acts arising out of the use of the van.

19. TERMINATION AUTHORITY may terminate this Agreement without cause, or for cause, including a failure to comply with any provision, at its discretion. Any failure of AUTHORITY to require compliance with any provision of this Agreement shall not be interpreted as a waiver thereof, and shall not prevent AUTHORITY from enforcing or requiring compliance with such provision or requirement at any future date.

20. AMERICANS WITH DISABILITIES ACT COMPANY shall comply with the provisions of the Americans with Disabilities Act (ADA). COMPANY hereby agrees to indemnify AUTHORITY from and against all claims, suits, damages, costs, losses and expenses in any manner arising out of or connected with the failure of COMPANY, its subcontractors, agents, successors, assigns, officers or employees to comply with provisions of the ADA.

21. HOLD HARMLESS COMPANY hereby agrees to indemnify and hold harmless AUTHORITY, its officers, agents and employees against all claims, actions, lawsuits and demands, including reasonable attorney fees, made by anyone for any damages, loss or injury of any kind, resulting from the negligent acts or omissions of COMPANY.

IN WITNESS WHEREOF, this agreement has been executed by the AUTHORITY under approval of its Executive Director or his/her designee, its corporate seal to be hereto affixed, and DRIVER and is effective the date and year first written below.

This the _____ day of _____, 20____

(seal)

ATTEST

By

ATTEST

By

APPROVED AS TO FORM

Andrew W. Olsen, Counsel

**CAPE FEAR PUBLIC TRANSPORTATION
AUTHORITY**

By

_____ title _____
Title

DRIVER

This Instrument has been pre-audited in the Manner required by the Local Government Budget and Fiscal Control Act.

Arthur T. Cottrill, CPA, Finance Officer

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

I, _____, a Notary Public in and for the State of North Carolina and the county aforesaid, certify that _____ came before me this day and acknowledged that he/she is _____ of the Cape Fear Public Transportation Authority, and that by authority duly given the foregoing instrument was signed in its name by _____, its _____, sealed with its corporate seal and attested by him/herself as _____.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____

STATE OF NORTH CAROLINA
COUNTY OF NEW HANOVER

On this _____ day of _____, 20____, personally appeared before me, the said named _____ to me known and known to me to be the person described in and who executed the foregoing instrument and he (or she) acknowledged that he (or she) executed the same.

WITNESS my hand and official seal, this _____ day of _____, 20_____.

Notary Public

My Commission Expires: _____