



## Spokane Transit Authority Rideshare Participant Agreement Form

This Vanpool Participant Agreement (“Agreement”) sets forth the rights and responsibilities of participants in the Rideshare Program as established by the Spokane Transit Authority, hereinafter referred to as “Agency”. Each Rideshare group must have at least two approved drivers and a bookkeeper. The bookkeeper may be anyone on the group, including a driver. Each Rideshare group must have a minimum of three (3) commuters to use Spokane Transit Rideshare.

**All Participants agree with Section One during the term of this Agreement.**

### Section One

- Be considered as volunteers under the law and shall not hold themselves out to be employees or agents of the Spokane Transit Authority.
- Do not drive the vehicle unless you have been first approved by Spokane Transit.
- Pay your fare before or at the beginning of the month (pay before January 1<sup>st</sup> to ride in January), understanding fares are not refunded for any reason. Failure to pay the correct fare in advance may result in immediate denial of ridership privileges. Payment of fares is accepted online or by check. Counter checks or cash cannot be accepted by STA.
- **Wear your seatbelts.** It's been the law since 1968.
- Be prompt so others are not inconvenienced. The group is encouraged to uphold a group agreed upon wait time.
- Do not smoke, vape or use e-cigarettes in the vehicle or within 25 feet of the Rideshare vehicle.
- Do not use, possess or transport alcoholic beverages, narcotic drugs, chemicals or other substances that would violate the law.
- Be kind and professional with other Rideshare participants. In disputes, Spokane Transit will make a determination based on the Rideshare Manual and/or the STA Rules of Conduct:  
<https://www.spokanetransit.com/about-sta/rules-of-conduct>
- Spokane Transit’s Code of Conduct includes personal hygiene standards. Heavy aromas of cigarette smoke, marijuana, foul body odor, perfumes, etc. will result in removal from the group.
- Notify the Driver(s) in advance of all anticipated non-use of the Vehicle. No monthly fare deduction is permitted for non-use except as provided below.
- Provide Spokane Transit with a ten (10) calendar day notice prior to last day with the group. Withdrawal notice documents can be found on our website. No monthly fare adjustment will be given for partial months.
- Notify the Agency immediately if a Driver is operating the Vanpool vehicle in a manner which concerns you.
- Rideshare is public transit. Other participants who match the commute may join the group if the Rideshare established maximums have not been met.
- Keep the vehicle clean inside and out. Report any damage or failure of vehicle and equipment. If damage is not reported, the entire Rideshare group may be required to reimburse Spokane Transit for loss of, or damage to, the vehicle and/or equipment. Per Code of Conduct, do not eat food in the Rideshare vehicle.

**The Drivers agree to Sections One and Two during the term of this Agreement.**

### Section Two

- Maintain a valid Washington or Idaho driver’s license.

- Must submit a qualifying driving record showing at least five (5) years verifiable driving history and complete the Spokane Transit's Defensive Driving and Rideshare Orientation Class. Drivers will need to complete an on-line refresher course assigned by Spokane Transit every five (5) years.
- Do not operate a Rideshare vehicle while under the influence of alcohol and/or drugs, including over the counter or prescription drugs that may cause drowsiness.
- **Do not use a cell phone, including wireless headsets (e.g., Bluetooth), while operating or sitting in the driver's seat of any Rideshare vehicle.**
- Report to the Spokane Transit Authority within twenty-four (24) hours any citation issued for any traffic related offense (including those received while driving a personal vehicle). Spokane Transit will routinely obtain Motor Vehicle Records to determine if a Driver continues to meet the established Driver Guidelines.
- Notify Spokane Transit if no longer in compliance, or cannot comply, with Spokane Transit's terms of use.
- Report to Spokane Transit immediately of any Rideshare vehicle accident or incident involving bodily injury, property damage, or a third party. This includes any injury to a passenger of the vehicle (e.g., passenger falls and injures self while entering the vehicle). The Driver is responsible for completing a Spokane Transit Accident Report for all accidents or incidents, regardless of severity.
- **Do not use the Rideshare Vehicle for business use** (e.g., driving to work-related meetings). The vehicle is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; nor for any purpose requiring the removal of seats.
- Assume full liability and responsibility if Rideshare vehicles are used for purposes other than those permitted or in a manner inconsistent with the terms and conditions outlined in this Agreement.
- Respond within forty-eight (48) hours of maintenance and service-related requests from Spokane Transit.
- Park the vehicle off-street at a location approved by Spokane Transit.
- Drive the Rideshare vehicle only on normal access roads and driveways. Do not drive on unimproved roads or beaches.
- Make sure the Fuel Card is always kept in the vehicle (in the glove box). Lock the vehicle when not in use.
- Be financially responsible for damage occurring to the vehicle due to failure to comply with Driver duties and/or responsibilities.
- Do not affix bumper or window stickers to the vehicle. Do not add or remove equipment from the vehicle.
- Be financially responsible for the replacement of lost keys.

**The Bookkeeper agrees to Sections One and Three during the term of this Agreement.**

### Section Three

- Obtain Spokane Transit approval to become Rideshare Bookkeeper and to complete Spokane Transit-provided orientation prior to assuming Bookkeeper responsibilities.
- Remind riders to pay their fare online. Provide a SASE to anyone who requests one. Please note: STA cannot accept counter checks. Do not mail cash to STA.
- Send in any reimbursements to Spokane Transit. Seek approval from Spokane Transit for any expenditure relating to the safe operation of the vehicle, other than fuel, in excess of \$50.00. All expenditures not related to the safe operation of the vehicle must be approved in advance.
- Complete and submit ridership reports by the 8th of the month.
- Submit payment of late fees as established by Spokane Transit for reports or monies not received by the required deadline without prior approval.

**Spokane Transit agrees to perform Section Four during the term of this Agreement.**

### Section Four

- Provide a Rideshare vehicle for use by the Rideshare group.
- Execute Agreements with all Rideshare participants.

- Provide liability insurance through the Washington State Transit Insurance Pool (WSTIP), providing coverage for the vehicle and all authorized occupants. **In addition, we provide uninsured and underinsured motorist coverage. Rideshare drivers are encouraged to discuss their personal insurance needs with their insurance agent. As a public agency Spokane Transit does not carry Personal Injury Protection (PIP) Insurance. If the Rideshare vehicle is involved in an accident and the Rideshare driver is not at fault, all claims will be directed to the other party's insurance. Spokane Transit does not provide PIP coverage to drivers.** Details of any additional insurance and coverage limits can change from year to year and are outlined in the Rideshare Manual or are provided upon request.
- Assist in developing and maintaining the Rideshare group's ridership at its maximum level.
- Assist with establishment of the group's daily route and schedule, if needed.
- Provide Fuel cards and personal identification numbers to all qualified Groups.
- Provide a Reference Manual detailing all policy and operational aspects of the Rideshare program.
- Provide all necessary report forms, including instructions and submission schedule.
- Establish a schedule for servicing and maintenance of the vehicle at Spokane Transit facilities.
- Provide loaner vehicles, for occasions when the Rideshare group's vehicle is out of service.

*Spokane Transit may terminate this Agreement at any time if ridership is below the minimum level for two consecutive months, operation of the Rideshare vehicle becomes inconsistent with the evaluation criteria established by Spokane Transit, reports and monies are not submitted on time, and/or the program is terminated. Spokane Transit may terminate an individual for involvement in an accident, incident, or safety complaint; failure to pay fare promptly; failure to abide by any of the program's operating policies; unauthorized use of the vehicle; failure to abide by any of the terms of this Agreement. Termination notification shall be confirmed by telephone or by mail to the last provided address. Termination by Spokane Transit will not result in any fare refunds. The affected party shall cooperate fully in return of all Rideshare records, materials, the vehicle itself, monies, other items, and all keys within twenty-four (24) hours of termination. Upon termination of an individual's or group's right to operate said vehicle by reason of violation of any conditions herein stated or by Spokane Transit's demand, said individual or group agrees to cease using said vehicle and to pay all expenses incurred by Spokane Transit in returning the vehicle to Spokane Transit's main facility.*

**This Agreement must be completed and fully executed prior to any person's use of the Rideshare program.**

*By submitting this Application for the STA Rideshare program, you allow your information to be entered into CommuteFinderNW.com Rideshare management service. You understand CommuteFinderNW.com has a ride matching function and that you can opt out at any time. To opt out, call 509-326-7665, or email us at [rideshare@spokanetransit.com](mailto:rideshare@spokanetransit.com).*



# Rideshare Participant Agreement Form

## Participant Information

Full Name (Last, First):

Street Address (include Apt #):

City/State/Zip:

Email Address:

Cell Phone:

Home Phone:

Work Phone:

## Rideshare Group Information

Group Number (or driver name):

Pickup Point:

Drop-off Point:

## Employer Information

Company/University name:

Company Address (include building #):

Does your employer provide a transit subsidy?

Yes  No

## Recruiter Information

Recruiter name:

Recruiter Contact (phone or email):

*Your signature below signifies that you have received a copy of the Spokane Transit Rideshare Participant Agreement and have read, understand, and agree to abide by all parts of that Agreement. You understand your rights and responsibilities as a Rideshare Participant.*

Signature and Date:

X