



Kitsap Transit VanLink Driver Agreement

This Agreement is made and entered into this _____ day of _____, 200__, by and between Kitsap Transit (hereafter called Transit Agency), a municipal corporation of the State of Washington providing provides public transportation services located at 60 Washington Ave #200, Bremerton, WA and providing public transportation in Kitsap County AND _____ (hereafter called Driver).

Now, therefore, in consideration of the terms and conditions set forth herein, the parties agree to the following:

Conditions of Vehicle Use

- A. The vehicle may only be used only in the following service area: _____
- B. The vehicle may only be used to the capacity established by manufacturer guidelines. There may be no more people allowed in the vehicle than available seat belts, or the load capacity of the vehicle, whichever is lower.
- C. The Service Provider shall insure all child passengers use appropriate car seats and boosters seats.
- D. The Service Provider shall insure no one uses the vehicle for personal use.
- E. The Service Provider will bring the vehicle in for routine maintenance as determined by the Transit Agency. No one other than the Transit Agency may perform mechanical work on the vehicle without the Transit Agency's expressed permission.
- F. The Service Provider shall insure that no items are removed or added to the vehicle without prior permission of the Transit Agency.
- G. Determine a location to keep the vehicle(s) overnight where vehicle(s) will be reasonably secure. Location must be approved by the Transit Agency.

Responsibilities of Service Provider's Drivers

- A. The Service Provider's driver shall participate in, and meet, all of the Transit Agency's guidelines, criteria, standards, and requirements for the selection and retention of volunteer drivers.
- B. The Service Provider's driver shall inspect the vehicle daily to make sure all the vehicle equipment is in good working order. FOR VANS, the Service Provider's driver shall monitor and maintain the vehicle's tire pressure.
- C. The Service Provider's driver shall operate the vehicle and conduct themselves in a manner complimentary to the public nature of the Transit Agency, and in a safe and legal manner in compliance with regulations and rules of the road.
- D. The Service Provider's driver shall not use a cell phone while operating the vehicle.
- E. The Service Provider's driver shall only operate the vehicle on paved streets, improved or maintained roads, and highways. Driving on the beach, into the mountains in winter, or in fields is prohibited.
- F. The Service Provider's driver shall insure all passengers, and themselves, wear seatbelts.

- G. The Service Provider's driver shall insure all child passengers use appropriate car seats and boosters seats.
- H. The Service Provider's driver shall load the vehicle in the following manner:
VANS – Front to back
- I. The Service Provider's driver will report any incidences of disruptive, illegal, or unsafe behavior in the vehicle to the Service Provider.
- J. The Service Provider's driver shall return the vehicle to its parking place after each use.
- K. The Service Provider's driver will not park by a tavern, adult entertainment establishment, or any other inappropriate locale, including gambling facilities.
- L. The Service Provider's driver shall lock the vehicle when not in use.
- M. The Service Provider's driver shall keep the inside and outside of the vehicle clean.
- N. The Service Provider's driver shall not use the vehicle for hire, to haul garbage or debris, tow anything, or remove any of the seats.
- O. The Service Provider's driver shall not place any loads on top of the vehicle.
- P. The Service Provider's driver shall observe all width and height restrictions or clearances.
- Q. The Service Provider's driver shall immediately report any vehicle accidents, passenger injuries, or vehicle damage immediately to the Service Provider and/or Transit Agency.
- R. The Service Provider's driver shall maintain in their possession at all times their own personal items. Personal items are not covered under the Transit Agency's insurance.
- S. The Service Provider's driver shall retrieve a complete driving record and submit it to the Transit Agency.

General Responsibilities of the Transit Agency

- A. Work with the service provider to define the transportation services to be provided, and set guidelines and schedules for use of the vehicle.
- B. The Transit Agency will provide a vehicle or vehicle(s) with (or without) wheelchair lifts, perform routine and preventative maintenance and repair, provide fuel, and pay for all licensing of the vehicle(s).
- C. The Transit Agency will train all approved Service Provider drivers in the operation of the motor vehicle and defensive driving. The Transit Agency will conduct an annual review of each Service Provider's driver's motor vehicle record. The Transit Agency will provide refresher training for the Service Provider's drivers every five years.
- D. The Transit Agency will maintain the vehicle(s) on a regular maintenance schedule as pre-determined by the Transit Agency. The Transit Agency will make reasonable efforts to provide a back-up vehicle(s), if available, when the vehicle(s) is in for maintenance or unavailable for service.
- E. The Transit Agency will provide accident investigation for any reported accident involving the vehicle(s).
- F. The Transit Agency will establish fueling and car wash locations, or an account for fueling the vehicle(s). Such services shall only be used for the vehicles provided under this Agreement. Fueling at other locations will not be reimbursed.

Insurance Requirements – Transit Agency

Transit Agency shall provide automobile liability coverage to the Service Provider through the Washington State Transit Insurance Pool (Pool), of which Transit Agency is a member. This coverage shall be to the benefit of the Service Provider, its officers, agents, employees, and volunteers while acting within the scope of their duties on behalf of the Service Provider.

The scope of automobile liability coverage to the Service Provider shall be as set forth in and as conditioned in the coverage document issued by the Pool to the Transit Agency for the coverage period in which the claim arose.

The limits of automobile liability coverage shall be a \$1 million per occurrence, with a \$2 million aggregate. The aggregate shall be calculated on a calendar year basis.

Dated this ____ of ____, 20__.

Driver

Dated this ____ of ____, 20__.

Transit Agency