

# PARTICIPANT AGREEMENT

## VanGo™ Vanpool Services

419 Canyon Avenue, Suite 300, Fort Collins, CO 80521  
970-221-6859 / 800-332-0950 / Fax: 970-416-2406



I, the undersigned, request participation in VanGo™ Vanpool Services ("VGO") administered by the North Front Range Metropolitan Planning Organization ("MPO") as **(check all that apply)**:  Rider  Driver\*

\* All drivers and backup drivers must complete a driver application.

Van # \_\_\_\_\_

Birth Date \_\_\_\_\_

### NAME, ADDRESS & EMAIL INFORMATION

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PLEASE TYPE OR PRINT

Last Name: \_\_\_\_\_ First Name: \_\_\_\_\_

Home Address (Incl. City & Zip): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Email (Work): \_\_\_\_\_ Email (Home): \_\_\_\_\_

### PHONE NUMBERS

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Work: \_\_\_\_\_ Ext: \_\_\_\_\_ Home: \_\_\_\_\_

Cell: \_\_\_\_\_ Emergency Contact: \_\_\_\_\_  
(Name & Phone #)

### EMPLOYMENT INFORMATION

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Employer: \_\_\_\_\_

Work Address (Incl. City & Zip): \_\_\_\_\_

**If you were referred to the program, please list the name of the vanpooler that referred you:**

\_\_\_\_\_

This agreement establishes the rights and responsibilities of Participants and supersedes any and all previous Participant Agreements executed by Participant. Participant means all persons, including drivers, riders and coordinators, who execute a Participant Agreement and are transported to and from work in a vanpool operated as part of VGO or who are otherwise expressly authorized by VGO to participate in the program.

As a condition of participating in VGO, Participant agrees to comply with VGO Terms and Conditions, a copy of which Participant acknowledges receiving.

Participant acknowledges that, while participating in VGO, he or she is subject to the regulation of the MPO, and is acting at the request of and for the benefit of the MPO by helping to reduce the number of single-passenger vehicles being operated in the region served by the MPO. As such, Participant is considered an "authorized volunteer" of VGO under the Governmental Immunity Act ("GIA"), C.R.S. § 24-10-101, et seq., and is afforded the protections of the GIA for acts or omissions occurring during the performance of duties as such a volunteer, provided Participant is within the scope of the rights and responsibilities established by this agreement, and the act or omission was not willful and wanton. Drivers shall not transport anyone (including family and coworkers) in any van unless that rider has executed a Participant Agreement. Any driver who allows any rider to be transported without an executed Participant Agreement: (1) will be acting outside the scope of his or her duties as an authorized volunteer and outside the scope of the rights and responsibilities established by this agreement; (2) will not have the protections of the GIA; (3) will not have the protections of insurance coverage through VGO; and (4) will be solely responsible for any injury, damages, or liability

resulting there from. Transportation of unauthorized individuals may result in immediate termination of participation.

Participant acknowledges that under the GIA, the MPO and its employees and authorized volunteers are immune from liability except under the limited circumstances specified therein, and that, where immunity does not apply, the maximum recovery of any claimant is limited to \$350,000 per occurrence, up to a maximum recovery of \$990,000 in a multi-claimant occurrence. It is understood that the MPO, as permitted under the Colorado Open Records Act, C.R.S. § 24-72-201, *et. seq.*, will keep all information provided by Participants confidential and will only disclose such information to persons affiliated with VGO as necessary for the administration of the program, except as otherwise provided by law.

In addition, I, the undersigned, do hereby affirm that:

- the above contact information is true and accurate;
- I am qualified to give my consent to be contacted by mail, email, or phone;
- I take full responsibility for keeping my contact information current and up to date for VGO;
- I will indemnify, defend, and hold VGO harmless for any injury sustained by a third party as a result of attempts to contact me at an address, email address, or phone number that is no longer mine;
- I give my consent to be contacted by VGO, their representatives, and their assignees at the above address(es), email address(es), and phone number(s), and any address(es), email address(es), and phone number(s) associated with me in the future, including calls made by automatic dialing systems or prerecorded voices; and
- VGO may rely upon the above representations made by me.

Participant Signature: \_\_\_\_\_ Date: \_\_\_\_\_



### **Fare Contributions**

VanGo™ uses Federal Transit Administration (FTA) funding to purchase vehicles for the program. The Federal Funding Agency requires VanGo™ report the percentage of fares that are paid by employers and the percentage paid by employees. To receive funding for our vehicles we must collect and report this information from all VanGo™ participants.

**Please read all options carefully.**

<input type="checkbox"/>	I will pay my fare in full. My employer does not provide a subsidy, or contribute to commuter benefits/FSA (flexible spending account) that will be used to pay my fare.
<input type="checkbox"/>	My employer will pay 100% of my fare. NO amount will be deducted from my paycheck.
<input type="checkbox"/>	My employer will contribute a portion of my fare. This includes employer contributions to commuter benefits and FSA's.  Amount that will be contributed by my employer: \$ _____

**You are required to notify VanGo™ immediately if there are any changes to your employer's contributions.**

\*\*\*Please contact [mkimsey@nfrmpo.org](mailto:mkimsey@nfrmpo.org) with any questions regarding this form. \*\*\*

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**Last 4 digits of your Social Security Number:**



Keep the following two pages for your records.

## VanGo™ VANPOOL SERVICES TERMS & CONDITIONS

### SECTION A: ALL PARTICIPANTS

Each Participant in the VanGo™ Vanpool Services (VGO) program, whether as a Driver, rider or Coordinator, agrees to comply with the following terms and conditions:

1. The Participant Agreement (Agreement) shall be effective as of the date signed by the Participant and shall supersede all previous Participant Agreements executed by Participant. Participants shall not be considered or hold themselves out to be Primary Drivers, Backup Drivers or Coordinators in VGO until their applications have been approved by VGO staff. **The Agreement shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination.** The Agreement can also be terminated for behavior outlined in VGO's Complaint and Appeal Policy. Participants may terminate their participation for any reason. VGO may terminate the Participation Agreement or the vanpool as a whole, with or without cause, and for any of the following reasons:
  - a. if ridership drops below five (5) riders for a van for three consecutive months;
  - b. if the operation of the vanpool becomes inconsistent with the evaluation criteria established by VGO;
  - c. if the Program is terminated;
  - d. if the Participant fails to pay the rider fee promptly;
  - e. if the Participant disrupts the operation of the vanpool;
  - f. if the Participant fails to abide by these Terms and Conditions; or
  - g. for other reasons as determined by the VGO manager.
2. Participants must be 18 years or older.
3. Participants acknowledge that VGO may revise these Terms and Conditions and those Participants shall comply with such revisions in order to continue to participate in the VGO.
4. Fares are paid in advance, due on the 1st of the via e-commerce or mail. Payment must be received no later than 5:00PM on the 5th calendar day of each month, or be subject to a late fee. A fee will be charged for insufficient funds and returned checks. (Refer to VanGo™ Vanpool Services Fare & Payment Policies at [www.vangovanpools.org](http://www.vangovanpools.org) )
5. Participants will abide by all day-to-day operational rules of vanpools as established by majority vote of the vanpool members or as may be directed from time to time by the VGO manager. Failure to comply with such rules may result in expulsion from the program. Participants shall attend safety training programs offered by VGO.
6. Participants will abide by the policies and rules set forth in the Vanpool Guide Book and Fare & Payment Policies provided to vanpools by VGO. Participants acknowledge that VGO may revise those policies and rules. Participants shall comply with such revisions in order to continue to participate in VGO.
7. Participants who choose to pay a reduced schedule fare must also abide by all terms and conditions of the Reduced schedule Participant Agreement.
8. Participants will notify Coordinators in advance of all anticipated non-use of vans due to such factors as vacation, business travel, overtime, etc.
9. Participants will notify Coordinators or nearest fellow riders of non-use of vans due to sickness.
10. Participants will notify VGO 15 calendar days in advance of planned termination of participation in vanpools.
11. Participants will help maintain ridership in the vanpool.
12. Participants agree to be automatically enrolled in the Vangovanpools carpool database for recruiting purposes. Participants will have the option to opt out of the Vangovanpools carpool database when they discontinue their vanpool participation. Participants will have the ability to control how much personal information is revealed in the carpool database.
13. Participants will help keep the van clean and tidy.
14. Smoking is not permitted at any time in the van.
15. Vanpool fares are non-refundable.
16. If it becomes necessary to refer an account to a collection agency or an attorney to collect unpaid amounts due, VGO shall be entitled to recover the reasonable costs of collection, including attorney fees and interest upon the unpaid balance at the legal judgment rate then in effect from the time the balance was incurred, in addition to the unpaid amount due.
17. Participants will find alternate transportation on days when vans do not operate and when work or personal schedules do not allow participation in vanpools.
18. Pets are not allowed in VGO vans, except service animals.
19. Participants shall comply with procedures contained in the VanGo™ System and Emergency Preparedness Plan.
20. VGO shall have no responsibility or liability for the improper use or installation of a bike on a program-provided bike rack. VGO shall have no responsibility or liability if a bicycle is damaged while being transported on a program-provided bike rack.
21. The North Front Range Metropolitan Planning Organization (MPO) shall not be liable to Participants for any damages arising out of Participants' use of a private parking lot to park personal vehicles, including but not limited to personal injury or damage to Participants' personal vehicles. If Participants use a private parking lot, they shall be subject to the terms of the related Parking Agreement between the MPO and the lot owner, which includes a disclaimer of liability. **THE MPO EXPRESSLY DISCLAIMS ANY LIABILITY ARISING FROM A PARTICIPANT'S USE OF A PRIVATE PARKING LOT. A PARTICIPANT'S USE OF SUCH LOTS SHALL BE AT PARTICIPANT'S OWN RISK.**
22. Participants acknowledge that VGO provides rideshare referral services without screening the character or background of Participants or applicants. The MPO shall have no responsibility or liability for any acts or omissions of vanpool Participants or applicants except as otherwise provided in these Terms and Conditions.
23. If any term or condition of this Agreement shall to any extent be held invalid or unenforceable by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and condition shall be valid and enforceable to the fullest extent permitted by law.
24. No waiver of a breach of any provision of this Agreement shall constitute a waiver of any other breach, or of such provision. Failure of either party to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.
25. The Agreement embodies the entire agreement between the parties with respect to the transactions contemplated, and there have been no agreements, representations or warranties other than those set forth in the Agreement.
26. In consideration of being permitted to participate in the Vanpool Services whether as a driver, rider or coordinator, the Participant hereby agrees to WAIVE, RELEASE, DISCHARGE, INDEMNIFY AND HOLD HARMLESS the City of Fort Collins, the City of Greeley, the MPO and their officers, employees, drivers, volunteers, and agents (collectively referred to as "Releases") from any and all liability and claims, even though such liability or claims may arise out of negligence or carelessness (but excluding willful and wanton conduct) on the part of the persons or entities mentioned above, for damages, death, personal injury, or property damage which the Participant may have or hereafter accrue as a result of participation in the VanGo Vanpool Services or activities related to the VanGo™ Vanpool Services, including, but not limited to time as passenger or driver, during the exiting or entering of the vehicle, and when waiting for the vehicle. Participant agrees to accept all responsibility for the risks, conditions, and hazards which may occur whether or not they are now known. The Releases retain all of the

protections afforded by the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.*

#### 27. Insurance and Risk of Loss.

The Vanpool Coordinator and the applicable participants of a route, to the extent allowable by law, will be responsible for all loss of or damage to the Vehicle which results from

- i. Leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by VanGo™ related to maintenance or a breakdown);
- ii. Failing to close and lock all doors and windows;
- iii. Leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or
- iv. Otherwise contributing to the vandalism or theft of the Vehicle.

### SECTION B: DRIVERS

**Each Driver in the VanGo™ Vanpool Services program (VGO) agrees to comply with the following terms and conditions, in addition to those terms and conditions set forth in Section A above:**

1. Drivers shall maintain valid drivers' licenses as required by the State of Colorado, must be a minimum of 24 years of age.
2. Drivers shall notify VGO when they no longer meet the Driver Selection Criteria established by VGO.
3. All drivers shall complete a Safety Awareness Course prior to taking possession of or operating a VanGo™ van, after any moving violation, or after any preventable accident involving a VanGo™ van. In the event of a preventable accident, the driver shall be immediately removed from the Approved Driver list, and no longer allowed to drive any VanGo™ vehicle until they have completed the assigned CIRSA incident-related safety course. They will be reinstated as a driver when VanGo™ has been notified that they have passed the course.
4. Drivers shall drive vans daily to and from work/school, picking up and discharging riders in accordance with the mutually established routes and schedules.
5. VGO requires each vanpool to have at least two (2) approved drivers per van.
6. Drivers shall ensure that all participants wear a safety belt.
7. Drivers shall coordinate with each other to ensure continued operation of vanpool.
8. Drivers are independent parties participating with others in a vanpool rideshare arrangement as an authorized volunteer driver with the consent of the MPO. Drivers are not covered under any workers compensation policies of the MPO.
9. Drivers shall be responsible for fueling and delivering vans for maintenance to a program approved facility.
10. Drivers shall at all times operate vans in a manner complimentary to the public nature of VGO, keep the vans clean, and drive in a courteous manner.
11. Operation of vans shall be restricted to VGO-approved Drivers.
12. Safe driving habits and complete observance of all traffic regulations are of the utmost importance and are required of all Drivers. Any citation for a moving traffic violation resulting from the operation of a van is the responsibility of the Driver driving the van at the time of issuance of the citation. All Drivers shall report each citation they receive for a moving traffic violation, suspension, cancellation or loss of license, while driving the van, to VGO within 48 hours.
13. Any condition which would impair a Driver's ability to drive will result in the revocation of driving privileges. VGO may require a physical examination if necessary to make such a determination. Poor eyesight that is correctable by lenses is acceptable.
14. Drivers shall promptly report injury or illness that could impair driving ability and will report any vehicular accident involving bodily injury or property damage, defects, malfunctions or breakdowns and complete an Incident Report.
15. Drivers shall cooperate fully with the MPO claim adjustor or insurance company in all accident investigations and legal proceedings.
16. Drivers shall agree to comply with off-street parking policies set forth in the VanGo™ Guide Book.
17. Drivers shall not use vans for business purposes or for hire or to transport groups of any kind, to pull trailers, boats, etc.; to haul garbage, hazardous materials, debris, or excessive loads, for any purpose requiring the removal of seats, or for any other purposes. Drivers acknowledge that they shall have full liability and responsibility if vans are used for other than permitted purposes or in a manner inconsistent to these Terms and Conditions.
18. Drivers shall drive vans only on hard surfaced streets and highways and other normal access roads and driveways. Drivers shall not drive vans

off-road, on beaches, in fields, or in any other potentially unsafe environment.

19. Drivers shall not drive vans over bridges or roads posted for less than a 4-ton maximum weight load. Drivers shall observe width and height clearance requirements of and for the van at all times.
20. Drivers shall not allow accessories, including window or bumper stickers, appearance items or additional equipment, to be added to or removed from the van without prior approval of VGO.
21. Driver shall not allow rearranging or removal of seats.
22. Drivers may be disqualified for the following offenses: 1) two moving violations within the last three years, 2) conviction of a major violation such as hit and run or leaving the scene of an accident 3) conviction of driving under the influence of alcohol or controlled substance within the past five years, 4) other restrictions of the MPO's insurance company.
23. Drivers shall be rejected for five years from the date of an incident for driving under the influence of alcohol or controlled substance.
24. Each vanpool group (not each driver) may use the van for 150 miles per month for personal use. The miles are restricted to the municipality in which the van originates or the VGO approved work location and hours. Passengers without signed Participant Agreements cannot be transported. Miles associated with fueling, cleaning, and servicing the van are commute miles and are not considered personal use miles. The VGO reserves the right to revoke or suspend personal use if such use is deemed by the program to be improper or excessive. (*A fee for excess personal miles will be invoiced to the drivers in the vanpool.*)
25. Drivers agree that electronic delivery will be used to notify them of acceptance or rejection of this application and that their status as an approved driver will be public knowledge.
26. No eating or cell phone use while driving the van.

### SECTION C: COORDINATORS

**Each Coordinator in the VanGo™ Vanpool Services program (VGO) agrees to comply with the following terms and conditions, in addition to those terms and conditions set forth in Sections A and B above:**

1. Coordinators shall maintain and submit monthly records, ridership information, seatbelt logs, fuel receipts, and Parking Waivers to VGO.
2. Coordinators shall act as the point of contact for prospective riders.
3. Coordinators shall coordinate van maintenance, cleaning, and service.
4. Coordinators shall facilitate cooperation, communication, and the development of rules for the daily operation of the van (wait times, etc.)
5. Coordinators shall immediately notify VGO of any route or ridership changes, and any damage to or accidents involving the van.
6. Coordinators shall recruit to help fill empty seats.
7. Coordinators shall maintain emergency plans and contact information.
8. Coordinators shall ensure VGO is reimbursed for tolls accrued by their vanpool, collecting payment from their vanpool partners and obtaining a transponder as necessary.
9. Each vanpool is required to have a coordinator who is actively participating in VGO.
10. VGO reserves the right to transfer the Coordinator's responsibilities to another participant with or without cause.

(Refer to VanGo™ Vanpool Coordinator Agreement at [www.vangovanpools.org](http://www.vangovanpools.org))

### SECTION D: VanGo™ Vanpool Services (VGO)

**VGO agrees to comply with the following terms and conditions:**

1. VGO shall provide vans for use by vanpools.
2. VGO shall approve all origination pick-up locations.
3. VGO shall provide for licensing, registration, fuel, servicing and maintenance of vans.
4. VGO shall help Drivers and Coordinators fulfill their administrative obligations.
5. VGO shall assist vanpools in maintaining ridership.
6. VGO shall provide service loaner vans as needed.
7. VGO shall attempt to resolve disputes arising out of established day-to-day operational rules of vanpools.
8. VGO shall review motor vehicle records in conjunction with the Driver application process and may review motor vehicle records twice a year.
9. VGO shall establish and maintain a fare schedule based on fare zones and van size. VGO reserves the right to adjust fares by providing 30 days' notice of changes in fares. (See VGO Pricing Policy)
10. VGO reserves the right to adjust the vanpool routes and assign/or reassign passengers when such adjustment or reassignment will result in a savings of overall costs and time to program participants and/or for any other reason in the sole discretion of VGO.
11. VGO shall ensure, to the best of its ability, that no person is denied the opportunity to participate in or be subjected to discrimination in the

- conduct of the Vanpool Services because of race, creed, color, sex, age, national origin, sexual orientation, or the presence of any sensory, mental or physical disability in any manner contrary to applicable law.
12. VGO will make reasonable accommodations for individuals with disabilities.
  13. VGO shall provide vanpools with Vanpool Services Guide books outlining applicable policies and rules.
  14. VGO shall provide vanpools with all necessary report forms, including instructions for their completion and a submission schedule.
  15. VGO will not be responsible for personal property lost, stolen, or damaged in or from any van.
  16. VGO shall provide liability coverage at statutory limits for negligent operation of a van for and including bodily injury, property damage, comprehensive, and collision, provided the van was being operated by

drivers authorized by VGO and for a purpose permitted under these Terms and Conditions.

*We would like to acknowledge King County Metro ([www.metrokc.gov](http://www.metrokc.gov)) for their help in developing this form.*



North Front Range Metropolitan Planning Organization  
VanGo™ Vanpool Services  
419 Canyon Avenue, Suite 300, Fort Collins, CO 80521  
1-800-332-0950 or 970-221-6859 - Fax # 970-416-2406

*Rev 2015/12/14*



## Reduced Schedule Participant Agreement Form

1. The reduced schedule fare is 50% of a regular fare.
2. No reduced schedule participant shall use the VanGo™ service more than twice in any given week.
3. No Reduced schedule Participant will be allowed to use the VanGo™ service on non-scheduled days.

**I agree that the following days will be my designated days (circle two):**

Initials: \_\_\_\_\_ **Monday**    **Tuesday**    **Wednesday**    **Thursday**    **Friday**

4. No vanpool group may have more than two reduced schedule participants per day, up to a maximum of four reduced schedule participants.
5. No month shall be pro-rated between part- and full-time fares due to a change in ridership schedule. A month may only be split between full and reduced schedule fares if a reduced schedule participant changes to full-time to avoid being replaced by a full-time participant.
6. Vanpool participants (including reduced schedule participants) are required to provide fifteen (15) calendar days' prior notice to targeted end date or change in designated days. (Example: If you intend to stop riding on February 1<sup>st</sup>, you must notify the VanGo™ staff by January 16<sup>th</sup>.)
7. Preference will be given to full-time participants.
  - a. If a potential full-time participant is found for the van, a current reduced schedule participant may elect to pay a full-time fare to avoid being replaced by the potential full-time participant.
  - b. Reduced schedule participants will be given 15 calendar days' notice before being replaced by the potential full-time participant.
8. A reduced schedule participant may not serve as the Coordinator for the vanpool group.
9. **The reduced schedule participant must abide by all other terms and conditions of the Participant Agreement and the Fare and Payment Policies.**

The VanGo™ program reserves the right to rescind the reduced schedule participant monthly fare discount at will, or in the event that reduced schedule ridership creates hardship for full-time participants.

I, the undersigned, hereby approve and accept the preceding terms and conditions:

**Reduced schedule Vanpooler Name:** \_\_\_\_\_

**Van #:** \_\_\_\_\_

**Signature:** \_\_\_\_\_

**Effective Date:** \_\_\_\_/\_\_\_\_/20\_\_