Community Van Driver Application and Agreement

King County METRO
We'll Get You There

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Section 1: Driver Complete

For which community or city are you applying to become a volunteer driver: _____

1. Name: _____
   Last First Middle Nickname

   Have you participated in a Metro Rideshare program under a different name?

   ___ No ___ Yes, previous name _____

2. Date of Birth: Month_____ Day_____ Year_____

3. Address:_____
   Number Street / Apt / Box Number City ZIP

4. Mailing Address:_____
   If different than residential address Number Street / Apt / Box Number City ZIP

   How long have you lived at this address? _____

5. Contact e-mail: _____
   Program Information will be communicated via e-mail.

6. Phone: Work (_____)_____ Ext. _____Home: (_____)_____

   Cell: (_____)_____

7. Employer Name or Contractor Name: _____

8. Work Site Address: _____
   Number Street / Apt / Box Number City ZIP

9. Length of employment with current employer: Years_____ Months _____ Job Title_____

10. If less than 2 years, previous Employer Name: _____ Length of employment: _____

11. How long have you had a driver's license? Years_____ Months _____

12. Do you currently have a valid and unrestricted Washington State Driver's License? License #_____

    If No, Explain: _____

13. Have you had a driver's license in another State or Country within the past 5 years? ___ Yes ___ No

    License #_____ State or Country: _____

14. Have you ever been convicted of driving while intoxicated or under the influence of drugs, or had your driver's license or driving privileges suspended, revoked or refused? ___ Yes ___ No

    If Yes, Explain: _____

15. Do you have a condition that may or does result in physical or mental impairments: ___ Yes ___ No (For example, but not limited to, sight in one eye, missing limbs, deafness, paralysis, convulsive or seizure disorder, epilepsy, blackouts, diabetes, heart disease, use of driving aids, take medication or drugs, etc.).

16. Has an insurance company ever refused, cancelled, refused to renew, or given notice of intention to cancel or refuse any automobile insurance to you? ___ Yes ___ No

    If Yes, was your insurance: ___ Cancelled? ___ Refused? ___ Not Renewed?

    Name of Company: _____ Date: _____

    Reason: _____

17. Have you been required by any State to file evidence of Financial Responsibility (SR-22)? ___ Yes ___ No

    If Yes, Explain: _____

Name _____

18. As the driver of a motor vehicle, how many accidents of any kind have you been involved in in the past 3 years? _____
    Describe any accidents below:

Accident #1

Date:	Time of Day:	__ a.m. / __ p.m.	Violation Type:
Who was at fault? ___ Me ___ Other Party		Was there bodily injury? ___ Yes ___ No	
Amount of damage to your vehicle: $		Amount of damage to other parties' property:	
$ Details:			

Accident #2

Date:	Time of Day:	__ a.m. / __ p.m.	Violation Type:
Who was at fault? ___ Me ___ Other Party		Was there bodily injury? ___ Yes ___ No	
Amount of damage to your vehicle: $		Amount of damage to other parties' property:	
$ Details:			

19. Describe all driving violations or citations (other than parking) for which you have been convicted, forfeited bail or paid any fines during the past three years.

Violation #1

Date:	Time of Day:	__ a.m. / __ p.m.	City:	State:
Violation or Conviction: If speeding: Legal limit	mph	Your speed mph	Amount of fine $	
Remarks				

Violation #2

Date:	Time of Day:	__ a.m. / __ p.m.	City:	State:
Violation or Conviction: If speeding: Legal limit	mph	Your speed mph	Amount of fine $	
Remarks				

Section 2: Driver Signature Required

As a condition of participating in the King County Metro Community Van Program, the driver agrees to the attached King County Metro Community Van Program Terms and Conditions
http://metro.kingcounty.gov/tops/van-car/programs/community-van/pdf/cv-driver-app-agreement-form.pdf

Signature _____ Date _____

Your signature above authorizes the County to verify employment and/or a motor vehicle record history.

King County Metro Rideshare Operations or Fax to: **206-684-2166**
KSC-TR-0812,
201 South Jackson Street
Seattle, WA 98104-3856
CommunityVan@kingcounty.gov

Terms and Conditions

KEEP THIS PAGE

King County Community Van Program
Managed by King County Rideshare Operations

King County METRO
We'll Get You There

Section A: Driver

All Drivers in the King County Community Van Program agree that they are 21 years of age or older, attest that the information provided is complete and accurate, have read and agree to comply with the Community Van Manual, which may be found at: and the following terms and conditions:

1. This Agreement shall be effective as of the date signed by the Driver in Section 2. Drivers shall not be considered or hold themselves out to be in the King County Community Van Program until their applications have been approved by King County Rideshare Operations. The Agreement shall continue in force until one of the parties gives the other party written notice 15 calendar days prior to the planned date of termination. Drivers may terminate their participation for any reason. King County may terminate this Agreement for any of the following reasons:
   A. if the operation of the Community Van becomes inconsistent with the evaluation criteria established for the King County Community Van Program (which may be found in the Program Manual); http://metro.kingcounty.gov/tops/van-car/programs/community-van/pdf/cv-driver-manual.pdf
   B. if the Program in which the Driver is active is terminated;
   C. if the Driver disrupts the operation of the Community Van;
   D. if the Driver fails to abide by these Terms and Conditions; or
   E. for other reasons as determined by King County Rideshare Operations.
2. A. Drivers acknowledge that King County may revise these Terms and Conditions at any time without notice to the Drivers and those Drivers shall comply with such revisions in order to continue to participate in King County Community Van Program.
   B. Drivers will abide by the policies and rules set forth in the King County Community Van Program Manual provided to all Drivers by King County Rideshare Operations.
   C. King County reserves the right to change or discontinue any aspect of the King County Community Van Program, temporarily or permanently, with or without notice to Drivers.
3. Drivers will indemnify and hold harmless King County, its authorized agents, officials and employees from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, and failure to make an appropriate or scheduled pick-up, absence of the van or termination of the Program.
4. Drivers acknowledge that King County Rideshare Operations provides ridesharing services without screening the character or background of Drivers or passengers. King County shall have no responsibility or liability for any acts or omissions of King County Community Van Program Drivers or passengers except as otherwise provided in these Terms and Conditions.
5. Drivers agree that if they do not pay any amounts owed to King County for their participation in the Community Van Program, King County Rideshare Operations may refer the debt to a collection agency in accordance with state and federal law.
6. King County prohibits the use of the King County Community Vans to engage in any illegal, improper, actionable or criminal activity; to violate any local, state, or federal statute, including but not limited to threatening or harassing others; and to comply with all applicable law.
7. King County is not responsible for any personal property lost or damaged that may be associated with participation in the King County Community Van Program.
8. Drivers understand that King County is a government entity and its records related to the business of King County, including the King County Community Van Program, are generally available for public review. Driver's personal information is subject to RCW 42.56.330.
9. These Terms and Conditions constitute the entire agreement between each Driver and King County with respect to the subject matter hereof and supersede all previous written or oral agreements, if any, between you and King County with respect to such subject matter. If Driver is any way dissatisfied with any of these Terms and Conditions, Driver's sole and exclusive remedy is to discontinue participation in the King County Community Van Program.
10. These terms of use shall be construed in accordance with the laws of the State of Washington as well as with all federal law and regulations, without regard to its conflict of law's provisions. You consent to the exclusive jurisdiction of the state and federal courts in King County, Washington in all disputes arising out of or related to these Terms and Conditions and the participation in the King County Community Van Program. The invalidity of any term or provision of these Terms and Conditions will not affect the validity of any other term or provision. Waiver by King County of strict performances of any provision of these terms will not be a waiver of or prejudice King County's right to require strict performance of the same provision in the future or of any other provision of these terms. No waiver by either party of any breach or default hereunder shall be deemed to be a waiver of any preceding or subsequent breach or default.
11. Drivers shall maintain valid driver's licenses as required by the State of Washington.
12. Drivers shall notify King County Rideshare Operations when they no longer meet the Driver Selection Criteria established by the King County Rideshare Operations http://metro.kingcounty.gov/tops/van-car/pdf/LeadersPack.pdf info.
13. Drivers shall complete the King County Community Van Orientation prior to taking possession of or operating vans.
14. Drivers shall drive vans to and from pre-planned destinations.
15. Drivers may assist with coordinating maintenance, cleaning and servicing of vans with the assigned King County Rideshare service Representative.
16. Drivers may be requested to keep daily and monthly records as required by the King County Rideshare Operations, submitting them to King County Rideshare Operations.

17. Drivers may be required to report monthly odometer readings of their van as required by the King County Rideshare Operations.
18. Drivers shall coordinate with their Transportation Coordinator to ensure continued operation of the van.
19. Drivers agree they shall be considered to be volunteers under the law and shall not hold themselves out to be, or act as, employees or agents of King County.
20. Drivers shall at all times operate vans in a manner complementary to the public nature of the King County Community Van Program, keep the vans clean, drive in a courteous manner and, if asked, explain the unique character of the use of the van.
21. Operation of vans shall be restricted to King County approved drivers.
22. Safe driving habits and complete observance of all traffic regulations are required of all drivers. Any citation resulting from the operation of a van is the responsibility of the driver driving the van at the time of issuance of the citation. The cost of any parking ticket, toll fines, and/or impound fees resulting from improper parking or operation of the van is the responsibility of the driver. All drivers shall report each citation they receive for a moving traffic violation, whether received while driving the van or any other motor vehicle, to King County Rideshare Operations within 48 hours.
23. Drivers shall promptly report any vehicular accident involving bodily or property damage within 24 hours, whether the accident occurred while driving the van or any other motor vehicle, to King County Rideshare Operations as detailed in the King County Community Van Program Manual.
24. Drivers shall ensure van is parked at the designated space provided by the local jurisdiction..
25. Drivers shall not use vans for business purposes or for hire; to pull trailers, boats, etc; to haul garbage, debris, or excessive loads; for any purpose requiring the removal of seats; or for any other purposes prohibited in the King County Community Van Program Manual. Drivers acknowledge that they shall have full liability and responsibility if vans are used for other than permitted purposes or in a manner inconsistent with these Terms and Conditions.
26. 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.
27. Drivers shall not drive vans over bridges or roads posted for less than a ton maximum weight load. Drivers shall observe width and height clearance requirement of and for the van at all times.
28. 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 King County Rideshare Operations.
29. Drivers shall receive an orientation from the Transportation Coordinator prior to operating the Community Van for the first time.
30. Drivers agree to participate in program related surveys.

Section B: King County Rideshare Operations

King County Rideshare Operations agrees to comply with the following Terms and Conditions:

1. King County Rideshare Operations shall provide vans for use by Community Van.
2. King County Rideshare Operations shall provide for servicing and maintenance of Community Van vehicles.
3. King County Rideshare Operations shall help drivers fulfill their administrative obligations.
4. King County Rideshare Operations shall assist in maintaining ridership.
5. King County Rideshare Operations shall provide service loaner vans by reservation on a first come, first served basis.
6. King County Rideshare Operations shall ensure, to the best of its ability, that no person shall be denied the opportunity to participate in or be subjected to discrimination in the conduct of the Community Van Program 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 local ordinance, state or federal laws and regulations.
7. King County Rideshare Operations shall provide commuter groups with an online Community Van Program Manual outlining policies and rules applicable to the King County Community Van Program [http://metro.kingcounty.gov/tops/van-car/pdf/TP-programManual.pdf]. Add Community Van info here.
8. The King County Community Van Program, managed by King County Rideshare Operations, is a self-insurer under the laws of the State of Washington, including specifically but not limited to, the Financial Responsibility Law and RCW Chapter 48.22. As such, King County Rideshare Operations does not provide an automobile liability insurance policy, nor does it provide Personal Injury Protection (PIP) coverage.
9. The King County Community Van Program, as a self-insurer under the laws of the State of Washington, will provide liability coverage in the event of the negligent operation of a van for and including bodily injury, property damage, comprehensive, collision, and minimum statutory limits per occurrence for underinsured motorist protection for a driver operating the van at the time of an applicable accident; provided the van was being operated by a Driver authorized by King County Rideshare Operations and for a purpose permitted under these Terms and Conditions.
10. The King County Community Van Program, as a self-insurer under the laws of the State of Washington, will provide medical and hospital benefits up to $35,000 to any Community Van driver who sustains bodily injury as a result of an occurrence while negligently operating a van within the terms and conditions of a Community Van agreement with that driver. This benefit is only available for occurrences in which no liability bond or policy or health insurance applies at the time of the occurrence. Medical and hospital benefits means payments for reasonable and necessary medical expenses incurred as a result of a covered occurrence and includes payments for dental services, prescriptions, prosthetic devices, ambulance expenses, and funeral expenses. Benefits do not include loss of income or expenses for household services.