

University of California, Santa Cruz, Employee Vanpool Passenger Agreement

The University of California, Santa Cruz Vanpool Program, sponsored by Transportation and Parking Services (TAPS), is available for University employees and students and other eligible persons to reduce campus related traffic and parking demand. Participation in the program is a privilege and not a benefit of employment or enrollment at the University. TAPS reserves the right to refuse participation to any one.

This is an agreement between the passenger who signs below (hereinafter PASSENGER) and the Regents of the University of California (hereinafter UNIVERSITY).

I. UNIVERSITY RESPONSIBILITIES AND PROGRAM POLICIES

1. UNIVERSITY will make a commuter van available for "Vanpool Use." UNIVERSITY will provide fuel, maintenance and repair of the van for vanpool use. "Vanpool Use" for PASSENGER means travel between the pre-designated pickup points and the worksite.
2. UNIVERSITY Transportation and Parking Services (TAPS) Sales Office will collect all passenger fares based on established payment procedures. UNIVERSITY will determine incentive programs, the operational costs, and the fare to be charged to PASSENGER. UNIVERSITY encourages all vanpool participants to fill vacant spaces.
3. All vanpool participants must officially enroll in the vanpool program through the TAPS Sales Office. Vanpool participants must enroll as full time participants. Part-time and/or standby status is not available. Enrollment requires completion of a TAPS Permit & Program Application, payment or authorization of payment method, and Signed Passenger Agreement.
4. UNIVERSITY, at its sole discretion, may terminate any vanpool at any time for any reason (including low ridership) without prior notice to participants. Whenever possible, thirty days written notice will be provided to participants. In the event of termination, UNIVERSITY shall have no obligation, financial or otherwise, to provide another van or other means of transportation. UNIVERSITY will refund to PASSENGER any unused fares, based on the TAPS refund policy in effect at the time of termination; participants will return any unused incentive items, such as Daily-A-Permits and bus passes. Vanpool program bus passes may be exchanged for staff bus passes.
5. If the vanpool vehicle breaks down, is damaged in an accident, or no Driver or Back -up Driver is available due to situations such as illness, vacation or unscheduled emergencies UNIVERSITY will offer participants free temporary carpool parking permits for those participants that choose to carpool (defined as 2 or more passengers).
6. UNIVERSITY ensures that the van possesses all necessary safety and emergency equipment as required by State/Federal law and University policy.
7. Vanpool Drivers and Back-up Drivers volunteer to drive and receive discounted fares based upon the percentage of time spent driving. They are required to satisfy University and State of California driving, training, licensing, and safety requirements. Vanpool Drivers operating 15-passenger vehicles must obtain a Class B License.
8. UNIVERSITY intent is to provide alternate transportation to staff and faculty. Staff and faculty will be given priority to maximize full-time ridership on vanpool vehicles. UNIVERSITY will maintain waiting lists for vans that have maximum ridership and staff

and faculty will be placed at the top of vanpool waiting lists. Students and non-University persons will be allowed to enroll in the vanpool program if no other staff or faculty are listed on vanpool waiting lists and a space becomes available. All participants must be 18 years or older. No minor children are allowed in the vanpool. Exceptions may be made on a case-by-case basis for minor children who are household members of Primary and Co-Drivers. When a van is in need of a driver or backup driver a person qualified to be a driver who agrees to be a Primary Driver, Co-Driver or Back-up Driver will be given a permanent space over all others on a vanpool waiting list. To ensure efficient operation of a vanpool, if permanent space is not available, the qualified driver will be enrolled as the sixteenth passenger, on a stand-by basis until a permanent space is available and will drive when necessary.

9. PASSENGERS going on leave, medical leave, furlough, sabbatical, etc., who wish to reserve their seat on the vanpool must pay full fare during the leave period. Seats may be held for a maximum of three months with payment; after three months, the seat will be made available to people on the waiting list. This three-month reservation period can be extended month by month with payment if there is no waiting list at the end of the holding period and until such time that someone requests to be a vanpool participant. Payment procedures will be based on the payment policy in effect at the time of leave.

10. Vanpool ridership will be reviewed by TAPS on a monthly basis. Vanpool participants are expected to use the vanpool as their primary mode of commuter transportation and must ride the vanpool an average of 3 days a week. Low ridership by an individual will be assessed to determine whether vanpooling is the appropriate commute option for the individual. Continued low ridership by an individual may be grounds for termination from the vanpool program. Assessment of circumstances will be done on an individual, case-by-case basis.

11. UNIVERSITY will institute a Complaint Resolution Procedure to allow participants to file written complaints about operation of the vanpool and the conduct of vanpool PASSENGERS and DRIVERS. TAPS will promptly investigate all complaints, and advise the party making the complaint of its findings and resolution of the matter, to the extent permitted by law.

12. In the event of a campus or regional emergency or disaster, all vanpools will need to remain at the work site until all participants can be contacted. Any vanpool may leave prior to the departure time, if all participants have been able to arrange for other transportation. TAPS cannot provide individual rides to participants.

13. In consideration of individuals with chemical sensitivities vanpools are fragrance free vehicles.

14. The UNIVERSITY will establish standards and policies and will enforce all requirements imposed by law. The UNIVERSITY may terminate, without advanced notice, any DRIVER or PASSENGER for failure to comply with policies, regulations or other requirements by law.

II. PASSENGER RESPONSIBILITIES

The success of the UCSC Vanpool program relies on the cooperative relationship between its PASSENGERS, DRIVERS and TAPS Staff. Each participant must take personal responsibility to work together to resolve conflicts, and reasonably meet the individual needs of all participants and the vanpool program requirements. TAPS develops equitable policies and assists with limited conflict resolution, but ultimately it is the responsibility of participants to work together to resolve minor issues. Participation in the program is a

privilege and not a benefit of employment or enrollment at the University and TAPS reserves the right to refuse participation to anyone.

The following outlines responsibilities as it relates to PASSENGER in the vanpool program:

1. To wear seatbelts at all times when van is in operation and waive driver's responsibility for PASSENGER's non-use of a seatbelt.
2. To arrive at designated pick-up location 5 minutes before scheduled departure time and clearly identify self to driver. Drivers are not required to wait for late passengers. Drivers must follow campus guidelines regarding pick-up locations due to safety considerations and will not change locations without prior approval from TAPS.
3. To notify the driver in advance, when possible, of any change in scheduling such as vacation, business trips or illness
4. To provide prompt written notice to the driver and TAPS of any changes in personal or business addresses including phone/fax number(s) and e-mail addresses.
5. To notify the driver, participants and UNIVERSITY, 30 days before vacating a seat, if possible. UNIVERSITY will refund unused fares based on the TAPS refund policy in effect at the time; participants will return any unused incentives items, such as Daily-A-Permits. PASSENGER is responsible for monthly fares until written notice is given to TAPS and all unused incentives are returned including the bus pass. To receive a full refund, notice must be given before the first of the month as fares are not prorated.
6. To not smoke, drink alcoholic beverages or use controlled substances in the van.
7. To recruit additional participants for the vanpool, when space is available.
8. To comply with reasonable requests of the driver and other participants.
9. To refrain from inappropriate language and behavior (such as verbal, physical or sexual harassment, racial slurs or abuse of any form) at all times. To also refrain from loud or unruly behavior as it may pose a distraction to driver. UCSC Principles of Community and standards of conduct apply at all times while riding the van.
10. To understand seats on the van are not reserved and PASSENGERS should seat themselves in a manner that facilitates passenger loading and unloading or accommodates special consideration for physical limitations.
11. To follow the Complaint Resolution Procedure and participate in mediation efforts.
12. Each PASSENGER is responsible for loading and unloading their own bicycle from the vehicle bicycle rack. If more than two people on the van use the bike racks on a regular basis, a schedule for use should be agreed upon and adhered to. A PASSENGER utilizing the bike rack shall be courteous to the other members of the vanpool by arriving early to pick-up points and loading/unloading bicycles in a timely manner. PASSENGERS must provide their own locking devices. PASSENGERS using bike racks are solely responsible for securing bicycles to the rack in a proper manner. By using the bike racks, PASSENGERS assume all risk of loss of or damage to their bicycles from such use, and agree to waive, release and hold both UNIVERSITY and DRIVER harmless from any and all such claims.

13. To agree to ride only on the vanpool to which the PASSENGER is enrolled. Switching vanpools must be pre-approved by TAPS.

14. To not bring any personal items of a size and quantity that impact safety, access in and out of the van, or other passenger comfort (i.e.. luggage, large boxes).

15. To be financially responsible for any damage caused to the van by PASSENGER's acts or omissions.

16. PASSENGER agrees to report immediately all injuries incurred as the result of his/her UCSC Vanpool Program participation to TAPS and to the Office of Risk Management (408) 459-2850, FAX (408) 459-3268, 1156 High Street - H Barn, Santa Cruz, CA 95064 immediately. Employee Vanpool Riders injured on the campus are ONLY authorized to be treated at (1) Dominican Occupational Health Center, 610 Frederick Street, Santa Cruz, (408) 457-7118 (weekdays 8:00 to 4:30 PM), or (2) Dominican Hospital Emergency Room (after hours).

III. INSURANCE COVERAGE AND RESPONSIBILITIES

The following outlines insurance coverage as it relates to PASSENGER in the vanpool program:

1. PASSENGER, if a UNIVERSITY employee, is covered by the UNIVERSITY's Self-Insured Workers' Compensation Program for any injury, including death, resulting from participation in the Vanpool Program, if such injury was sustained during the round trip commute between pre-designated pickup points and the authorized work site.

2. University self-insurance does not cover the loss, theft or damage to personal property in or on vanpool vehicles, including bicycles on vehicle bike racks. These are the responsibility of the owner of the personal property.

IV. ELECTION OF REMEDY AND INDEMNIFICATION

1. ELECTION OF REMEDY: In consideration and as a condition of my participation in the UCSC Vanpool Program and in consideration for my riding as a passenger in UCSC's Vanpool Vehicles, I hereby understand and agree that in the event I am injured or contract an illness or disease either while riding as a passenger in any UCSC Vanpool Vehicle or temporary substitute vehicle therefore, exiting or entering any such vehicle, or as a result of my participation in the UCSC Vanpool Program, that I am hereby electing to be covered under the University of California's Self Insured Workers' Compensation Program and that the benefits provided by the Labor Code of the State of California shall be my sole and exclusive remedy for any and all such injuries, illnesses, or diseases. The election of remedy shall be binding on myself, my heirs, administrators, executors, and assigns.

2. WAIVER, RELEASE & INDEMNITY: In consideration of my participation in the UNIVERSITY's Vanpool Program, of my riding as a passenger in Vanpool Program Vehicles, or temporary substitutes therefore, and of my coverage under the UNIVERSITY's Self-Insured Workers' Compensation Program, I the undersigned PASSENGER do hereby for myself, my spouse, heirs, executors, administrators, and assigns voluntarily release, waive, relinquish and forever discharge any and all actions, claims, judgments, or causes of action for bodily injury, wrongful death, personal injury, and damage to my property, including the loss of use thereof, which I have now or may have at some future time occurring or arising out of my participation in the UNIVERSITY's Vanpool Program, my riding as a passenger in any Vanpool Vehicle, or

temporary replacement therefore, and/or my entering or exiting such vehicles, against the UNIVERSITY its officers, agents and employees and the Vanpool DRIVER, whether such claims are know or unknown, and whether such claims shall arise by contract, the negligence of any said persons, or otherwise. It is my intention by this agreement to exempt and relieve the DRIVER and the UNIVERSITY, its officers, agents and employees from any and all liability to me, my heirs, spouse, administrators, executors, and assigns for bodily injury, property damage, and wrongful death caused by negligence. I further agree to defend, indemnify and hold harmless both the DRIVER and the UNIVERSITY for any and all fines resulting from my failure to wear a seat belt while riding in any Vanpool Vehicle or substitute therefore.

I, the PASSENGER, for myself, my heirs, spouse, administrators, executors and assigns, do hereby agree that in the event any claim for bodily injury, property damage, or wrongful death arising out of my participation in the UNIVERSITY's Vanpool Program, my riding in any Vanpool Vehicle or substitute therefore, and/or my exiting or entering any such vehicle, shall be prosecuted against the DRIVER or the UNIVERSITY, its officers, agents or employees, I shall defend, indemnify and hold harmless the DRIVER and the UNIVERSITY, its officers agents and employees from and against any and all such claims or causes of action by whomever made or presented.

I, the PASSENGER, further agree that neither DRIVER or the UNIVERSITY, its officers, agents and/or employees shall be liable for any incidental or consequential loss or damages whether same result directly or indirectly from any tardiness, delay or failure on the part of the UNIVERSITY to operate any Vanpool Vehicle on any particular day or days, or for any termination of the UNIVERSITY's Vanpool Program without prior notice or otherwise.

I, the PASSENGER, hereby expressly waive all rights under Section 1542 of the Civil Code of California which states that a "general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if known by him must have materially affected his settlement with the debtor."

My signature below indicates that I have read, understood and agree to all terms and conditions of this agreement, and will comply with the duties, responsibilities, policies and procedures of the UNIVERSITY's Employee Van Pool Passenger Agreement. I agree that my violation of any of the rules, obligations, responsibilities or procedures of the Passenger Agreement is cause for immediate termination of my participation in the Vanpool Program.

Print Name

Signature

Date

Campus Unit _____ Mail Stop: _____

Home Address _____

City _____ Zip Code _____

Home Phone: _____

Work Phone: _____

Email Address: _____

In case of emergency, please notify:

Name _____

Address _____

City _____ Zip Code _____

Home Phone: _____

Work Phone: _____

Reviewed By _____
Transportation and Parking Services Representative

Date _____