

University of California, Santa Cruz,
Student and Non-University Employee
Vanpool Passenger Agreement

The University of California, Santa Cruz Vanpool Program is a service provided by Transportation and Parking Services (TAPS) for University affiliates 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.

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 or classroom.
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 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. In the event of termination, UNIVERSITY shall have no obligation 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 incentives items, such as Daily-B-Permits.
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 volunteer to drive and receive discounted fares based upon the percentage of time spent driving. Vanpool Drivers 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. UCSC students are eligible to participate in vanpool program. Concurrent enrollment students and University Extension students are not eligible to participate.

9. Non-University persons are eligible to participate in vanpool program. As a condition of participation the non-University persons employer must agree to provide Worker's Compensation Coverage for the participant while the non-University person is participating in the vanpool program and an agreement provided by UNIVERSITY regarding Worker's Compensation Coverage by the non-University participant's employer must be completed and on file in the TAPS Department.

10. 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 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 are 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.

11. PASSENGERS going on leave, medical leave, furlough, sabbatical, summer break, 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. Students enrolled in the program are required to pay full fare in advance to reserve their seat over summer break. Students that do not contact the TAPS Sales Office and arrange payment for summer months will automatically forfeit enrollment in the vanpool program. 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.

12. 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 alternative for said 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.

13. UNIVERSITY will institute a Complaint Resolution Procedure to allow participants to file written complaints about operation of the Vanpools and the conduct of Vanpool riders 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.

14. 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.

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

16. 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-B-Permits. 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 passengers.
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. Also to refrain from loud or unruly behavior as it may pose a distraction to the 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 bicycle 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 be financially responsible for any damage caused to the van by PASSENGER's acts or omissions.
15. 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).
16. PASSENGER agrees to report immediately all injuries incurred as the result of his/her UCSC Vanpool Program participation to TAPS at 459-2190 or the program coordinator.

III. INSURANCE COVERAGE AND RESPONSIBILITIES

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

1. In the case of personal injuries to UCSC student participants in University vanpools, the injured parties will need to rely on their personal insurance or resources, or payment from a third party causing injury or their insurance company and shall not be covered by University insurance.
2. In the case of personal injuries to non-University participants in University vanpools, the injured parties will need to rely on their personal insurance or resources, or payment from a third party causing injury or their insurance company, or their employer's worker's compensation program, and shall not be covered by University insurance. As a condition of participation the non-University persons employer must agree to provide Worker's Compensation Coverage for the participant while the non-University person is participating in the vanpool program and an agreement provided by UNIVERSITY regarding Worker's Compensation Coverage by the non-University participant's employer must be completed and on file in the TAPS Department.
3. 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. LIABILITY RELEASE & IDEMNIFICATION

I understand that there are risks and dangers inherent in commuting to and from my place of employment or school in vanpool vehicles, including but not limited to automobile collisions,

vehicle over-turn, mud slides, and earthquakes. I also understand that, as I am not a UCSC employee who is covered by workers' compensation while a passenger in such a vanpool, that in order to be allowed to participate in the UCSC Vanpool Program, I must give up my rights to hold the Regents of the University of California, its officers, agents, and/or employees liable for any injury or damage which I may suffer while a vanpool passenger or driver or while entering or exiting a vanpool vehicle.

Knowing this, and in consideration of being permitted to participate in the UCSC Vanpool Program, I hereby voluntarily release the Regents of the University of California from any and all liability resulting from or arising out of my participation in the UCSC Van Pool Program, my riding as a passenger in any UCSC van pool vehicle or temporary substitute vehicle therefore, and my operation of any UCSC van pool vehicle.

I understand and agree that I am releasing not only the entities set forth in the paragraph above, but also the officers, agents, and employees of those entities, and that I expressly waive all rights under section 1542 of the Civil Code 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."

I understand and agree that I am releasing, discharging, waiving and forever relinquishing any and all actions or causes of action that I may have or have had, whether past, present or future, whether known or unknown, and whether anticipated or unanticipated by me, arising out of my participation in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute vehicle therefore, and my operation of any UCSC vanpool vehicle. This release constitutes a complete release, discharge and waiver of any and all actions or causes of action against the Regents of the University of California, its officers, agents or employees.

I understand and agree that this release applies to personal injury, property damage, or wrongful death which I may suffer, even if caused by acts or omissions of others.

I understand that I am assuming full responsibility for any and all risk of death or personal injury or property damage suffered by me while participating in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute therefore, and/or my operation of any UCSC vanpool vehicle.

I understand and agree that this release will be binding on me, my spouse, my heirs, my personal representatives, my assigns, my children and any guardian ad litem for said children.

I understand and I am agreeing to release, indemnify and hold the Regents of the University of California and its officers, agents and employees harmless from any and all liability or costs, including attorneys fees, associated with or arising from my participation in the UCSC Vanpool Program, my riding as a passenger in any UCSC vanpool vehicle or temporary substitute vehicle therefore, and my operation of any UCSC vanpool vehicle.

I understand and agree that if I am signing on behalf of my minor child, that I will be giving up the same rights for said minor as I would be giving up if I signed this document on my own behalf.

I, the PASSENGER, further agree to defend, indemnify and hold harmless the DRIVER and the UNIVERSITY from any and all fines resulting from my failure to wear a seat belt while riding in any Vanpool Vehicle or substitute therefore. I understand and 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.

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 Student and Non-University Employee Vanpool 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/College _____ Ext.# _____

Home Address _____

City _____ Zip Code _____

Home Phone# _____ Work Phone # _____

E-Mail Address: _____

*If participant is student under the age of 18 the parent/guardian must complete the following three lines

I am the parent of legal guardian of the minor _____
and I am signing this release on behalf of said minor.

Print name of Parent: _____

Signature of Parent: _____

In case of emergency, please notify:

Name _____

Address _____

City _____ Zip Code _____

Home Phone# _____ Work Phone # _____

Reviewed By _____
Transportation and Parking Services Representative

Date _____