



VANPOOL PROGRAM PARTICIPATION AGREEMENT

You must read and execute this online Participation Agreement (“Agreement”) to participate in the SolVan Vanpool Program, funded by the SunLine Transit Agency (SunLine) and managed by WSP USA Inc. (a consultant to SunLine). This Agreement sets forth the terms, conditions, and responsibilities of you, a SolVan Vanpool Program Participant. This is a binding contract; you must read it carefully. You, the Participant, and SunLine Transit Agency, are collectively referred to as the “Parties”.

You must read each of the following provisions, which are the terms and conditions of this Agreement. You show your agreement to the terms, conditions, and responsibilities to this Participation Agreement, by checking “I Agree” after each paragraph, signing the Agreement at the end, and submitting the completed Agreement. If any of these steps are not completed, there is no Agreement between the Parties and you may not participate in the subsidy program.

Should you have any questions about this Agreement or the terms and conditions, or the submittal process, contact SolVan immediately at SolVan@SunLine.org or call 877-4SOLVAN (877.476.5826).

1. **Introduction.** This Vanpool Program Participation Agreement sets forth the terms, conditions, and Parties’ rights and responsibilities. By electronically signing the Agreement and acknowledging the terms of each paragraph, Participant indicates that he/she has read, understands, and agrees to abide by all terms and conditions of this Agreement.

I Agree

2. Definitions.

- (a) “SunLine” is the SunLine Transit Agency, a Joint Powers Authority Public Agency that provides transit service in the greater Coachella Valley area, and is funding the vanpool program.
- (b) “WSP” is WSP USA Inc. the independent contractor selected by SunLine to administer and manage the SolVan Vanpool Program.
- (c) “SolVan Vanpool Program” or “SolVan” means the vanpool subsidy program administered by WSP for SunLine.
- (d) “Vendor” is an authorized SolVan vanpool leasing vendor.
- (e) “Participant” means any individual person or entity that enters into this Agreement with Sunline.
- (f) “Leaseholder” is a Participant that holds a valid vanpool vehicle lease agreement with a Vendor.
- (g) “Primary Driver” is a Participant and vanpool passenger, other than the Leaseholder, who primarily drives the vanpool for commuting purposes. The Primary Driver is designated by the Leaseholder in the online system.
- (h) “Alternate Vanpool Reporter” is a Participant and a vanpool passenger other than the Leaseholder, who will assist or support the Leaseholder with submitting the monthly reports into the online system. The Alternate Vanpool Reporter is designated by the Leaseholder in the online system.
- (i) “Employer Rideshare Representative or Employer Transportation Coordinator” is the Participants’ employer representative that oversees ridesharing and commuter assistance programs at the employer’s worksite.
- (j) Participant and Sunline are each a “Party” to this Agreement, and are referred to collectively as “Parties”.
- (k) “Subsidy” means a payment of up to \$400 per month, not to exceed 50% of the vehicle lease cost, whichever is less, payable to the Vendor by Sunline.



VANPOOL PROGRAM PARTICIPATION AGREEMENT

- (l) "System" or "online system" is the method by which Participants apply to the Vanpool Program and Participants enter reports and submit information required for participation in the Vanpool Program. The system can be accessed by going to SolVan.org and monthly reports/logs accessed through TransTrack.net.

I Agree

3. **Participant Is a Volunteer.** Participant is a volunteer as defined in California Labor Code section 1720.4. No Participant shall receive compensation for any vanpool-related activity under this Agreement. Participant acknowledges that participation in the Vanpool Program is strictly voluntary and that such participation is not within the course and scope of employment, and further that participation in the Vanpool Program does not establish an employment or agency relationship between Participant and WSP or Participant and SunLine.

I Agree

4. **SolVan Vanpool Program Guidelines.** Participant agrees to comply with all terms and conditions of this Agreement and with the SolVan Vanpool Program Guidelines (which may be modified from time to time with the latest version found on the system website at SolVan.org). Participant further agrees to submit the following information through SolVan.org online system, for each vanpool passenger before such passenger rides with the vanpool: name, email address, phone number, address, and employer name and phone number.

I Agree

5. **Subsidy, Online System, Referrals**

- (a) SunLine will pay subsidies to Vendor. Subsidies are not guaranteed each month and Leaseholder is responsible for the full amount of its vehicle lease payment(s) in case any subsidy is not paid for any given month.
- (b) SunLine will provide to Participant, access to the SolVan.org online system and to TransTrack.net, including report forms with instructions and schedules applicable to the Vanpool Program.
- (c) SunLine will promote, advertise and provide ridesharing referral services for Vanpool Program participation and vanpool seat availability.
- (d) The Parties agree not to discriminate against any person because of race, creed, color sex, age, sexual orientation, disability, or employer group, or other protected class under state or federal law.

I Agree

6. **Term of Agreement.** This Agreement shall become effective on the date the SolVan Vanpool Program staff notifies Participant of Vanpool Program approval, and shall continue until terminated pursuant to the provisions of this Agreement.

I Agree

7. **Reporting.** Participant shall complete and maintain a monthly report log/form, which it shall be inputted into TransTrack.net, by no later than the sixth of the month, covering the preceding month.

I Agree



VANPOOL PROGRAM PARTICIPATION AGREEMENT

8. Public Access.

- (a) **Non-discrimination.** The vanpool is open to the public. Participant shall ensure that no person shall be denied the opportunity to participate in, nor be subject to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, sexual orientation, disability, or employer group, or any other protected class under state or federal law. Any potentially discriminatory acts shall be reported immediately by emailing SolVan@SunLine.org or by calling 877-4SOLVAN (877.476.5826).
- (b) **No Screening of Referrals.** Participant acknowledges and understands that the SolVan Vanpool Program provides ridesharing referral services for vanpool seat availability but does not conduct character screening or background checks. WSP and/or SunLine shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals. To the fullest extent permitted by law, Participant agrees to defend and indemnify SunLine and WSP, and its officers, directors, employees, affiliates, and agents from any claims, allegations, costs, damages, fines, penalties, or fees, including attorney's fees, expert fees, and costs, arising out of, or caused by any acts or omissions of any vanpool passengers.
- (c) **Accommodations for Riders with Disabilities.** Vanpools must comply with all requirements of the California and Federal Americans with Disabilities Acts (collectively, "ADA"). If a person with a disability applies for an existing vanpool vacancy, Participant(s) shall make (itself or with the Vendor) any ADA-required accommodations for such individual. Participants are required to comply with this and all ADA requirements. Subject to the Leaseholder's lease, additional charges may apply to modify a leased vanpool vehicle to accommodate a rider with a disability, for which SunLine and WSP are not responsible, and any such costs of accommodation shall solely be Participant's responsibility. To the fullest extent permitted by law, Participant agrees to defend and indemnify SolVan and WSP, and its officers, directors, employees, affiliates, and agents from any claims, allegations, costs, damages, fines, penalties, or fees, including attorney's fees, expert fees, and costs, arising out of, or caused by any actual or alleged violation of ADA.

I Agree

9. **Vanpool Use.** Personal use (defined as use of a vehicle for purposes other than traveling to and from a place of work, or to and from college or post-secondary school to attend classes) of the leased vehicle is permitted but shall not exceed 20% of total van miles traveled during a calendar month period. SunLine may immediately terminate this Agreement without penalty, and withhold and recoup (within five days of demand) all subsidy payments for any violations of this Article 9. Participant shall be liable to SunLine for any and all claims, costs, damages, fines, penalties, or fees, including attorney's fees, expert fees, and costs, arising out of, or caused by any actual or alleged violation of this Article 9.

I Agree

10. **Indemnification.** Without limiting any other provision in this Agreement, and to the fullest extent permitted by law, Participant, in consideration of permission to participate in the Vanpool Program, assumes full responsibility and all risk of property damage, personal injury or loss, including bodily injury and death, caused by or arising out of his/her participation in this Vanpool Program. WSP and SunLine, its directors, officers, affiliates, employees and agents shall not be responsible for any liability arising from any act or omission of Participant, Participant's employer, Leaseholder, Vendor, Primary Driver, Employer Rideshare Representative, Alternate Vanpool Reporter, or any of the



VANPOOL PROGRAM PARTICIPATION AGREEMENT

foregoing's officers, agents, affiliates, employees or subcontractors. To the fullest extent permitted by law, Participant agrees to defend and indemnify (with legal counsel approved by WSP and SunLine), protect and hold harmless WSP and SunLine, its directors, officers, employees, affiliates, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of or alleged to arise out of any vanpool-related activity, including but not limited to, acts, errors, or omissions of any person or entity, and for any costs or expenses incurred by WSP or SunLine on account of any claim. Participant's indemnification obligation applies to WSP's or SunLine's "active" as well as "passive" negligence, but does not apply to WSP or SunLine's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.

I Agree

11. **Access to Records.** Participant authorizes the Leaseholder and the Vendor to release to SolVan Vanpool Program staff and WSP records pertaining to the SolVan Vanpool Program, including, but not limited to: Primary Driver and Leaseholder contact information; Leaseholder-Vendor agreements; lease information; actual monthly invoice/billing statement; and any other documentation relevant to the SolVan Vanpool Program. Participant acknowledges that authorized third parties, including but not limited to, Participant's Employer Rideshare Representative, Vendor, and regional rideshare agency representatives may be given access to Participant's submittals to SolVan.org, including, but not limited to reports, applications and forms.

I Agree

12. **Other Subsidies/Incentives.** Participant acknowledges that by participating in the SolVan Vanpool Program, Participants and vanpool passengers, are all ineligible for any further subsidies from any other Vanpool Subsidy Program (including, but not limited to the Los Angeles Metro, Orange County Transportation Authority, Riverside County Transportation Commission, San Bernardino County Transportation Authority, San Diego Association of Governments or the Victor Valley Transit Authority). Participants and the vanpool passengers, are further ineligible for any vanpool subsidies or incentives from the Inland Empire (IE) Commuter program, including the staggered nine-month vanpool subsidies and three-month, \$2-a-day gift card incentives funded by the Riverside County Transportation Commission (RCTC). Participant acknowledges that accepting any subsidies from any of the above-mentioned programs shall be grounds for immediately termination of this agreement, without penalty to SunLine or WSP.

I Agree

13. **Termination.**

(a) **By Participant.** Participant may withdraw from the Vanpool Program at any time. Participant may terminate this Agreement via email at SolVan@SunLine.org, at least five (5) business days prior to withdrawing from the Vanpool Program. The final SolVan Vanpool Program subsidy will be prorated during the last month of participation based on the number of days the vanpool was in operation that month. No payment of the final vanpool subsidy to the Vendor shall be made until the final Participant report has been completed and submitted to TransTrack.net. WSP and SunLine have no liability or responsibility for any lease costs or fees, including termination costs, fees or penalties, between Participant, Leaseholder and/or Vendor. All responsibilities, obligations, and duties for any lease is solely between and subject to, the lease between Leaseholder and each Vendor.



VANPOOL PROGRAM PARTICIPATION AGREEMENT

- (b) **By Sunline.** Sunline may terminate this Agreement for its convenience, immediately upon written notice of termination, which may be by telephone, followed by electronic mail or letter, electronic mail or letter, sent to the current Participant address in the online system. Subsidy payment for the final month of participation will be prorated based on the number of days the vanpool operated that month. Participant is not entitled to payment of any termination costs, fees, penalties or damages resulting from termination under this Article.
- (c) Sunline may terminate this agreement for default, including but not limited to, for the following reasons:
 - I. Misreporting of vanpool operation;
 - II. Unauthorized use of the vanpool or Vanpool Program;
 - III. Repeated failure to submit scheduled reports and/or records to SolVan.org or to Program Staff;
 - IV. Operation of the leased vehicle becomes inconsistent with Vanpool Program eligibility requirements;
 - V. Failure to provide timely responses to requests for information such as, but not limited to, those listed in SolVan's Vanpool Program Guidelines;
 - VI. Failure to comply with this Agreement and its terms;
 - VII. Failure to comply with the most current version of the SolVan Vanpool Program Guidelines; or
 - VIII. Discontinuance of vanpool operation during the term of Agreement.

I Agree

14. Participant expressly acknowledges that:

- (a) Each Participant directs and is responsible for the activities of their respective vanpool group, including, but not limited to: Leaseholder, riders, the Primary Driver (if the Leaseholder is not also the Primary Driver).
- (b) The Leaseholder shall designate through the online system a Primary Driver and/or an Alternate Vanpool Reporter. Leaseholder shall ensure that the Primary Driver and Alternate Vanpool Reporter (if any) read and electronically sign their own Participation Agreement with Sunline. The Leaseholder is ultimately responsible for submitting the monthly reports into TransTrack.net, according to the SolVan Vanpool Program Guidelines.
- (c) Subsidies may be denied for any vanpool application that is not in accordance with the SolVan Vanpool Program Guidelines.
- (d) Sunline may terminate the funding for Participant's vanpool if Program Staff deems that it is in the best interest of the Program to do so.
- (e) SunLine may discontinue or terminate the Vanpool Program if funding is no longer available, or if for any other reason discontinuance is deemed in SunLine's best interest.
- (f) Sunline may establish a wait list for Vanpool Program enrollment or change the SolVan Vanpool Program Guidelines.
- (g) SunLine may promote and advertise vanpool route information and seat availability to the general public for passenger solicitation purposes, which may include, but not be limited to the release of the Leaseholder's first and last name, e-mail and phone contact information to individuals interested in joining a vanpool.

I Agree



VANPOOL PROGRAM PARTICIPATION AGREEMENT

15. Miscellaneous.

- (a) WSP or SunLine shall not act as arbiter, nor be a party or deemed a party to, any disputes among or between vanpool passengers, Participant, Leaseholder, Primary Driver, Vendor, Employer Rideshare Representative, or Alternate Vanpool Reporter.
- (b) Safety-related complaints are the responsibility of the Participant. Any such complaints shall be directed to the Vendor and/or Leaseholder, who will investigate and address the complaint within one business day. Drivers who exhibit unsafe driving practices may lose subsidy payments.
- (c) The SolVan Vanpool Program Guidelines, as modified by SolVan from time to time and posted on SolVan.org, and the Vanpool Program Application as submitted by Leaseholder and approved by SolVan Program Staff and available on SolVan.org website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between SolVan and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to the SolVan Vanpool Program.
- (d) Any changes or additions to this Agreement must be presented agreed to by the Parties.
- (e) Nothing in this Agreement shall be construed to limit the right of SunLine to adjust or modify its services or perform any other lawful functions.
- (f) Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.
- (g) In the event that any section or part of section of this Agreement shall, for any reason, be determined by a court or tribunal to be invalid or unenforceable: the remaining section and parts of sections shall not be affected, impaired or invalidated, shall remain in full force and effect and shall continue to be binding on the Parties; and so far as possible, the Parties shall in good faith negotiate an enforceable amendment to the section or part, reflecting the intent of the Parties at the date hereof and achieving almost the same result.
- (h) To the fullest extent allowed by law, and notwithstanding any other stipulation to the contrary, WSP and SunLine's liability under or related to this Agreement, including for personal injury (including death) or property damage arising from the performance of vanpool-related activities or the Agreement, shall not exceed the sum of Ten Thousand dollars (US \$10,000.00).
- (i) To the fullest extent allowed by law, in no event shall WSP or SunLine be liable for special, punitive, incidental or consequential damages, including any damages resulting from loss of use, loss of profit, or loss of business by any reason, whether arising out of or in connection with the performance of the vanpool-related activity, the Agreement or any other means, and regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort, negligence, strict liability or any other legal or equitable theory. To the fullest extent permitted by law, Participant shall protect, indemnify, hold harmless and defend WSP and Sunline of and from any loss, cost, damages, or expense arising from any claim asserted against that is in any way associated with the matters set forth herein.
- (j) Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, its validity, breach, termination, enforcement, or interpretation, whether in contract, tort, common or statutory law, equity or otherwise (collectively, a "Dispute"), shall be brought exclusively in the Court of the State of California in the County of Riverside (the Designated Courts). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of



VANPOOL PROGRAM PARTICIPATION AGREEMENT

the Designated Courts and agrees that it will not bring any action whether in tort, contract, common or statutory law, equity or otherwise arising out of or relating to this Agreement or any other transaction, or the subject matter hereof or thereof in any court other than the Designated Courts. **Each Party knowingly, voluntarily, intentionally, irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Dispute under this Agreement.**

- (k) The prevailing party in any Dispute shall be awarded its costs and attorneys' fees reasonably incurred by such party in the Dispute.
- (l) In the event of conflicting provisions, the following order of precedence will apply:
 - i. The Participation Agreement,
 - ii. SolVan Vanpool Program Guidelines,
 - iii. Vanpool Program Application.

I Agree

16. **Participant Authorization.** By checking the box below and writing my name in Section 18 below, and submitting this Agreement, I represent that I am at least 18 years of age, authorized to enter into this Agreement, the information provided herein is true and correct, and I have read and understand the above terms and conditions.

I Agree

17. **Participant Signature.** Enter your full legal name (at a minimum your first and last name) below, which serves as a digital signature. The use of a digital signature shall have the same force and effect as the use of a manual signature.

I Agree

18. **Participant Signature**

Date

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SUBMIT

PRINT THIS AGREEMENT

Thank you! Your Participation Agreement has been submitted to SolVan Staff. If you are the vanpool's Leaseholder and if on SolVan.org you have designated vanpool participants to serve as the Primary Driver or Alternate Vanpool Reporter for this vanpool, SolVan will generate an email to direct them to the website to review and sign a Participation Agreement. Your application will not be approved until their Participation Agreements are submitted.

If you have any questions regarding your Application, please contact us at SolVan@SunLine.org or call at our 877-4SOLVAN (877.476.5826).