

**ADA COUNTY HIGHWAY DISTRICT (ACHD) COMMUTERIDE
EMPLOYER-SPONSORED VAN AGREEMENT**

The Ada County Highway District (ACHD) sponsors the "ACHD Commuteride" commuter vanpool program. Vans provide commuter transportation to and from a work location on a regular schedule determined jointly by the Employer and the ACHD Commuteride office. As much advance notice as possible will be given prior to any route changes, consolidations or terminations.

If you elect to sponsor an ACHD Commuteride commuter van for a vanpool route serving your business and employees, you agree to the following:

1. Pay the required monthly fare **in advance** of the use of the van unless ACHD has approved special arrangements. Pay monthly fare by check, money order, on-line at www.commuteride.com, or by an approved fare media (no cash please) (checks payable to ACHD). If a Contractor fails to pay the full monthly fare by the fifteenth (15th) of the month, the Contractor will be charged a 10% late fee. If a check made payable to Ada County Highway District is dishonored by nonacceptance or nonpayment, Ada County Highway District and the Drawer or Maker of the check agree that the Drawer or Maker shall pay to Ada County Highway District a collection fee not to exceed Twenty Dollars (\$20.00) as provided in section 28-22-105 of the Idaho Code, or such other sums as provided by an amendment to this code section. The Drawer or Maker will replace checks that have been returned for nonacceptance or nonpayment with a money order or cashier's check. For this fare, ACHD Commuteride will provide a designated van and vanpool route to provide commuter transportation to and from your worksite. Failure to pay the fare as outlined above could result in loss of designated vanpool route and ridership eligibility. ACHD will proceed with collection efforts which may include employing a debt collection agency to collect any debt, which may result in additional costs to the participant.
2. This agreement is not a Vehicle Lease agreement. If Employer wishes to lease a Vanpool Vehicle from ACHD Commuteride, a separated Lease Agreement will need to be completed.
3. Vanpools are expected to operate with a minimum of 7 riders including the driver; ridership may not exceed the manufacturer's capacity of the van. If vanpool ridership consistently drops below the minimum ridership levels, Commuteride reserves the right to terminate this agreement and corresponding vanpool route.
4. All Drivers and Vanpool Participants must be approved by ACHD Commuteride and must complete required agreements and trainings provided by ACHD Commuteride prior to participating in the Vanpool Program or riding in the vans. Agreements are located at <https://www.commuteride.com/clubred>.
5. All Drivers and Vanpool Participants must abide by Vanpool Program Policies, Rules and Procedures as outlined in the Club Red Program Handbook and Participant and Driver agreements.
6. Per ACHD Commuteride policy, Vanpool Driver (or Employer) must submit a completed monthly report to ACHD Commuteride showing daily ridership and mileage of the commuter van for the preceding month no later than the tenth (10th) day of the month.
7. Failure to comply with federal, state or local laws, regulations, or orders (including ACHD Commuteride's COVID-19 commute precautions) or any other actions that would warrant termination for cause, may result in immediate termination of ridership and sponsorship for cause.
8. Notify ACHD Commuteride at least thirty (30) days in advance if you elect to withdraw your sponsorship of the Commuteride Vanpool Program.
9. Acknowledge and comply with the Vanpool Program Policies, Rules and Procedures as outlined in the Club Red Program Handbook and Participant and Driver agreements. Failure to comply with the relevant policies and procedures may result in termination of this Agreement. Such documents have been made available to Employer for their review.

10. Indemnify, defend, and hold harmless ACHD and its officers, boards, commissions, employees, agents, and contractors from and against any and all liability, obligation, damages, penalties, claims, liens, costs, charges, losses and expenses which may be imposed upon, incurred by or be asserted against ACHD based upon the actions or activities of the Employer or any occupant or driver of the commuter van related to the use of the commuter van provided under this Agreement.
11. **Non-exclusivity:** The Vanpool Vehicle was acquired with federal funds. As such, the Vanpool Vehicles are intended for public transportation purposes. As such, use of the Vanpool Vehicle is not intended to exclusively serve Employer's employees. ACHD Commuteride may add commuters to the Vanpool that are not employed by Employer if vacant seats are available and if schedules align. Commuteride will notify employer prior to adding commuters to the van to determine available seating. In the event additional commuters are added to the vanpool, the monthly fare for said rider(s) will be deducted from the Employer's monthly payment, which will be referenced on Employer's invoice.
12. Through this sponsorship, employer may request to have a logo placed with ACHD Commuteride's approval on the Vanpool Vehicle(s) associated with the sponsored route.
13. Through this sponsorship, Employer receives a discounted fare for its employees to utilize the sponsored vanpool. Any changes to the fare will be communicated to the Employer with a minimum of 30-days notice.
14. Employer acknowledges that the Vanpool Vehicle was purchased with federal funding and as required by 49 U.S.C. 5332 (prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d)
15. ACHD Commuteride is self-insured and carries General Liability and Automobile Liability insurance up to \$500,000 per occurrence. A rider's own personal auto policy and/or medical coverage apply if injuries occur while riding the van when the Commuteride driver is not at fault. Contact Commuteride at 208-345-7665 to get the information for the insurance contact for the incident. We may determine that a driver is liable for repairs and replacement costs if incident occurs due to gross negligence.

I have read the Ada County Highway District Employer-Sponsored Van Agreement as well as the Club Red Policies, Rules and Procedures and understand the policies, rules and procedures of the program as described therein and further acknowledge that my participation in the Commuteride Vanpool program as a Sponsor is conditioned upon my compliance with the policies, rules and procedures as outlined in the Employer-Sponsored Van Agreement and accompanying Program Policies, Rules and Procedures.

Signature of Employer

Date

Employer's Full Name (Please Print)

Email Address

Phone Number

Address / Location

Van #

Vanpool Start Date

Monthly Fare

Ada County Highway District - Commuteride
(208) 345-7665
3775 Adams Street, Garden City, ID 83714