

# Metro Vanpool Program

## Participation Agreement

### TERMS AND CONDITIONS

This Metro Vanpool Program Participation Agreement (Agreement) sets forth the terms, conditions, and responsibilities of the volunteer participants in the Metro Vanpool Program (Program) and the Los Angeles County Metropolitan Transportation Authority (Metro). The Program is administered by Metro. The Volunteer Participant (Participant) shall refer to all persons that sign the Agreement and hold a valid vanpool vehicle agreement with an authorized Metro Vanpool Vehicle Supplier. The Supplier refers to the vanpool leasing agency authorized by Metro to participate in the Program. Each Participant has read, acknowledges, and agrees to abide by the following terms and conditions.

#### Volunteer Participants

Participant shall be considered a volunteer under the law. Participant acknowledges that participation in the Program is strictly voluntary and that such participation is not acting in or required by the course and scope of official company business, nor does it in any manner establish an employer-employee or an agency relationship with Metro.

#### Reporting

Participant shall record and maintain daily and monthly records as required by the Program, utilizing required forms and formats as provided by Metro and submitting these records to Metro as instructed and scheduled by Metro.

#### Public Access

Participant shall cooperate and act to 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.

Participant acknowledges and understands that the Program provides ridesharing referral services for vanpool seat availability without screening the character or background of referrals. Metro shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.

#### Indemnification

Neither Metro nor any officer or employee thereof shall be responsible for any damage or liability occurring by reason to anything done or committed to be done by the Participant under or in connection with any work performed by and/or services provided by the Participant, their employer, officers, agents, employees and subcontractors under this Agreement. The Participant shall fully indemnify, defend, and hold Metro and its officers, agents, and employees harmless from and against any liability and expenses including without limitation, defense costs, any costs or liability on account of bodily injury, death or personal injury of any person or for damage to or loss of risk of property, any legal fees and any claims for damages of any nature whatsoever arising out of Participant's participation in the Metro Vanpool Program, including without limitation (i) breach of Participant's obligations under this Agreement; or (ii) any act or omission of Participant, or their employer, officers, agents, employees, or subcontractors in connection with its participation in the Metro Vanpool Program. Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.

#### Term of Agreement

The Agreement shall be effective as of the date signed by the Participant and shall continue in full force until one of the parties terminates the Agreement by giving the other party written notice.

#### Termination By Metro

Metro retains the right to discontinue Participant enrollment and terminate this Agreement immediately or withhold subsidy payments, pursue claims, demands or lawsuits against, or seek prosecution of any Participant for any of the following reasons: a. Misrepresentation of vanpool operation and/or inappropriate use of the Program services; b. Failure to submit daily, monthly, and other scheduled records to Metro as required; c. The operation of the vehicle becomes inconsistent with Program eligibility requirements; d. Failure to provide timely responses to reasonable requests for information such as, but not limited to, those listed in the Metro Vanpool Program Participation Guidelines; e. Failure to abide by this Agreement and/or the most current version of the Metro Vanpool Program Participation Guidelines, which can be modified from time to time with the latest version found at [metro.net/vanpoolforms](http://metro.net/vanpoolforms); or f. Discontinuance of vanpool operation during the term of Agreement. Termination notification shall be confirmed by telephone, electronic mail, or by postal mail service to the current address on record.

#### Miscellaneous

This Agreement, the Metro Vanpool Program Participation Guidelines, and the Metro Vanpool Program Participation Application contains all the terms and conditions of the Agreement between Metro and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to the Metro Vanpool Program. Any changes or additions to the Agreement must be in writing and signed by all parties. The captions or headings on any paragraphs in this Agreement are for reference only and do not affect any of the terms and conditions of this Agreement. Nothing in this Agreement shall be construed to limit the right of Metro to adjust or modify its services or perform any other lawful functions.

Metro agrees, during the term of the Agreement to:

- > Provide monthly Program subsidy up to \$400 per month not to exceed 50% of the vehicle lease cost payable to vehicle owner/Supplier pursuant to the terms of the Program.
- > Provide Participant with all policies, rules, report forms with instructions, and schedules applicable to the Program.
- > Collect and record all agreements, reports, audits, and other Program correspondence as required of the Program or requested by Metro.
- > Promote, advertise and provide ridesharing referral services for Program participation and vanpool seat availability.
- > Cooperate to ensure that no person shall be denied the opportunity to participate in the vanpool because of race, creed, color sex, age, sexual orientation, disability, or employer group.

Participant agrees, during the term of Agreement to:

- > Comply with Agreement Terms and Conditions and the Metro Vanpool Program Participation Guidelines.
- > Authorize Supplier release of actual and true records specific to the Metro authorized vanpool vehicle to include, but not limited to: fully executed coordinator/driver agreement, and actual monthly invoice/billing statement.

It is herein acknowledged that:

- > Metro retains the right to deny funding for any new vanpools and to terminate the funding for a vanpool or the Program if Metro deems that it is in the best interest of the agency to do so.
- > Metro reserves the right to establish a wait list for Program enrollment, change the Program, or cancel the Program at any time, without obligation, at the sole discretion of Metro.
- > Metro is authorized to promote, advertise, and release to the general public vanpool route information, seat availability and participant e-mail contact information for passenger solicitation purposes.

Revised 9/2014 (previous versions may not be used)



Print, initial, sign and send completed application and agreement by e-mail attachment to [vanpool@metro.net](mailto:vanpool@metro.net) or by U.S. Mail to Metro Vanpool, 1 Gateway Pl, M.S. 99-19-6, Los Angeles, CA 90012.