

**RIDER AGREEMENT**  
**THE KCATA REGIONAL ADVANTAGE VANPOOL PROGRAM**

This KCATA Regional AdVANtage Program, as referred herein as the AdVANtage, means the vanpool program administered by the Kansas City Area Transportation Authority, located at 1350 East 17<sup>th</sup>, Kansas City, Missouri 64108. The Rider, as referred to below, means any person, except Drivers (and Backup Drivers when acting as Drivers) who is authorized to be transported to and from work in the AdVANtage vehicle.

**In consideration for being allowed to participate in this program, the Rider agrees during the term of this Agreement to:**

1. Pay his/her monthly fare as established by the AdVANtage prior to riding and not later than the 1<sup>st</sup> of the month for which the fare is due. Riders making payments after the 5<sup>th</sup> of the month may be assessed a \$10.00 late fee. Rider is responsible for any fees assessed because of a returned check. Failure to pay by the 10<sup>th</sup> of the month for which the fare is due may result in termination from the program. *(Note: If the employer covers the fare under a separate agreement this paragraph does not apply.)*
2. Pay in advance a deposit of \$50.00. No interest will be paid on the deposit. The deposit will be returned in full when the Rider notifies the AdVANtage (in writing) 30 day in advance of planned termination of program participation and no fees (late fees, returned check fees or any other applicable charges) are outstanding. *(Note: If the employer covers the deposit under separate agreement this paragraph does not apply.)*
3. The Rider agrees that the Driver, Backup Driver, the AdVANtage and its authorized agents and employees are not responsible for: (a) personal injury, loss, theft or damage to personal property while the Rider participates in the program; or (b) loss of income or consequential damages or expenses of any nature arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pickup, absence of the van or termination of the program.
4. Abide by day-to-day operational practices/guidelines of the vanpool as established by majority vote of the vanpool members. Individual group vanpool guidelines shall not conflict with any rule established by the AdVANtage.
5. Abide by all rules, which are established by the AdVANtage.
6. Notify the Driver in advance of all anticipated non-use of the vanpool due to such factors as vacation, business travel, overtime, etc.
7. Notify the Driver or nearest fellow rider of non-use of the vanpool due to sickness.
8. Notify the AdVANtage (in writing) 30 calendar days in advance of planned termination of participation in the AdVANtage program.
9. Help maintain van ridership at the maximum level.
10. Help keep the van clean and neat.
11. Find alternative transportation on days when the assigned vanpool does not operate.
12. Be responsible for own alternative transportation when transportation is necessary and work or personal schedules do not allow temporary participation in the vanpool.
13. Not bring weapons, including firearms concealed or not, other instruments intended for use as a weapon, or any object capable of inflicting serious bodily injury upon another person or property. Even if Rider has a permit to carry a concealed weapon, Rider will not bring any firearms onto any AdVANtage van. Also, no explosives, flammable liquids, acids, fireworks, other highly combustible materials, radioactive materials or biochemical materials may be carried on or in any KCATA property, facility or vehicle except as authorized by KCATA.

**The KCATA AdVANtage agrees during the term of this Agreement to:**

1. Provide a passenger van for use by the vanpool.
2. Provide liability insurance at or above statutory requirements for all authorized users of the van for and including bodily injury, property damage, comprehensive, collision, and uninsured motorist protection.
3. Help the Drivers and Riders fulfill their vanpool administrative responsibilities.
4. Assist the Driver in maintaining the vanpool's ridership at its maximum level.

5. Assist the vanpool in making alternate arrangements if the van is unavailable due to mechanical failure. This shall include permitting fee reductions for Drivers of carpool of four or more.
6. Arbitrate disputes arising out of established day-to-day operational rules of the vanpool.
7. Establish a fee schedule for participation in the vanpool.

**Termination of Agreement:**

This Agreement shall be in effect as of the day of its signing and shall continue in force until one of the parties gives the other party written notice 30 days prior to the planned date of termination. Riders may terminate this Agreement for any reason. The AdVANtage may terminate the vanpool as a whole if the operation of the vanpool becomes inconsistent with the evaluation criteria established by the KCATA, the program is terminated, or for any other reason whatsoever. The AdVANtage may terminate an individual Rider's participation for failure to pay the rider fee promptly, disrupting the vanpool's operation, failure to abide by the terms of this Agreement, or any other reason whatsoever.

**Modification**

This Agreement may be modified only by a subsequent written agreement signed by each of the parties.

**Non-Discrimination**

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in, nor be subjected to, discrimination in the conduct of the vanpool because of race, creed, color, religion, sex, age, national origin, nor the presence of any sensory, mental or physical disability, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including but not limited to: Title VI of the Civil Rights Act of 1964; Title 49, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation.

\_\_\_\_\_  
Rider Name (please print)

\_\_\_\_\_  
KCATA Regional AdVANtage Vanpool Staff  
Representative

\_\_\_\_\_  
Address

\_\_\_\_\_  
Title

\_\_\_\_\_  
City            State            Zip

\_\_\_\_\_  
Work Phone

\_\_\_\_\_  
Home Phone

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Document revised: 07-11-2007