



**SAN BERNARDINO COUNTY TRANSPORTATION AUTHORITY
SB LOOP VANPOOL PROGRAM PARTICIPATION AGREEMENT**

You must read each of the following provisions, which are the terms and conditions of this Agreement. You must check “I Agree” after each paragraph, sign the Agreement at the end, and submit the completed Agreement. If any of these steps are not completed, the Agreement has not been properly submitted and will be invalid.

Should you have any questions about this Agreement or the terms and conditions, or the submittal process, contact SBCTA immediately at ridetheloop@gosbcta.com or call 833-RIDETHELOOP (833.743.3843).

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 condition of this Agreement.

2. Definitions.

- (a) “SB Loop” means the vanpool subsidy program administered by SBCTA.
- (b) “Vendor” is an authorized SBCTA vanpool leasing vendor.
- (c) “Participant” means any person or employer who directs activities of a vanpool group, including, but not limited to: Leaseholder, Primary Driver (if the Leaseholder is not also the Primary Driver), Back Up Driver(s) (optional), and Reporter(s) (optional).
- (d) “Leaseholder” is the Participant who applies to SB Loop and holds a valid vanpool vehicle agreement with a Vendor. The Leaseholder may designate through ridetheloop.com (System) a Primary Driver, Back Up Driver(s) and/or Reporter(s). Leaseholder shall ensure that the Primary Driver, Back Up Driver(s) and Reporter(s) (if any) each create an online username and password, and read, execute, and electronically sign an Agreement. The Leaseholder is responsible for submitting the monthly reports into the online System if the designated Reporter(s) do not submit the reports according to this Agreement.
- (e) “Primary Driver” is a 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.
- (f) “Back Up Driver” is a vanpool passenger other than the Leaseholder who drives the vanpool for commuting purposes when the Primary Driver is not available to drive. The Back Up Driver is designated by the Leaseholder in the online System and the Leaseholder may designate multiple Back Up Drivers In the online System.
- (g) “Reporter” is a vanpool passenger other than the Leaseholder, whose responsibility is to assist the Leaseholder with submitting the monthly reports into the online System. The Reporter is designated by the Leaseholder in the online System and the Leaseholder may designate multiple Reporters In the online System.
- (h) Participant and SBCTA are each a “Party” to this Agreement, and are referred to collectively as “Parties”.

- (i) “Subsidy” means SBCTA’s payment of up to \$400 per month, not to exceed 50% of the vehicle lease cost payable to vehicle Vendor.
- (j) “System” is the method by which potential Leaseholder applies to SB Loop and Participants enter reports and submit information required for participation in SB Loop.

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. Participant acknowledges that participation in SB Loop is strictly voluntary and that such participation is not within the course and scope of employment, and further that participation in SB Loop does not establish an employment or agency relationship between Participant and SBCTA.

4. Participant Agrees to:

- (a) Comply with all terms and conditions of this Agreement.
- (b) Submit the following information to SBCTA, through the System, for each vanpool passenger before such passenger rides with the vanpool: name, email address, phone number, address, employer name and phone number.
- (c) Upon SBCTA’s approval of the Participant, Participant agrees to receiving emails as they relate to the SB Loop program. If at any time, the Participant wishes to unsubscribe from the participation-related notifications, they will have to terminate their participation in the SB Loop program.
- (d) Participant understands that the remaining lease amount not covered by SBCTA’s subsidy is billed by the Vendor to the vanpool Leaseholder, who may recover the balance of costs from the vanpool passengers. Should vanpool passengers leave the vanpool, the Leaseholder and the remaining vanpool passengers are responsible for covering all non-subsidy vanpool costs.
- (e) The Leaseholder is responsible for maintaining the application information submitted into ridetheloop.com. Any changes in your contact information, employer information, passenger list, route, drop off or pickup locations, or scheduling information, shall be updated no later than five (5) business days after the change takes place.
- (f) Should in the future you have changes to your vanpool’s Primary Driver, Back Up Driver(s) or Reporter(s), those persons will be required to submit an online Participation Agreement.

5. SBCTA Agrees to:

- (a) Provide a monthly SB Loop Subsidy. The Subsidy shall be paid to Vendor; Vendor shall reduce the Leaseholder’s monthly payment by the amount of the Subsidy.
- (b) Provide to Participant through the online System, all guidelines, policies, rules, URLs for online web-access and report forms with instructions and schedules applicable to SB Loop.
- (c) Collect, record and maintain all agreements, reports, surveys and other SB Loop correspondence.
- (d) Promote, advertise and provide ridesharing referral services for SB Loop participation and vanpool seat availability.
- (e) Through a review of the application process and when referring potential passengers to a vanpool, 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, or any other protected class under state or federal law.

6. Term of Agreement. This Agreement shall become effective on the date SBCTA notifies Participant of SB Loop approval and shall continue until terminated pursuant to the provisions of this Agreement.

7. Reporting. Participant shall complete and maintain records as required by SBCTA. SBCTA only accepts monthly reports/logs on SBCTA’s online system at ridetheloop.com. Monthly Reports must be submitted into the System by 5:00 p.m. on the 6th day of each month for the previous month’s vanpool

operation. It is the responsibility of the Leaseholder to ensure accurate information is submitted for the reporting period. To continue to receive a SBCTA subsidy, monthly reporting must demonstrate that the vanpool has maintained, on a monthly basis, at least four passengers, or that 50% of the vanpool vehicle seats are filled (whichever is greater). SBCTA will terminate the vanpool subsidy if vanpool occupancy is less than the minimum occupancy requirement for four consecutive months.

8. **Public Access.**

- (a) Non-discrimination. The vanpool is open to the public and must accept any person wishing to join the vanpool, provided that the vanpool has a vacant seat and that commuting schedules and routes are compatible. As such, 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 to SBCTA immediately by contacting SBCTA at ridetheloop@gosbcta.com or calling 833-RIDETHELOOP (833.743.3843).
- (b) No Screening of Referrals. Participant acknowledges and understands that SB Loop provides ridesharing referral services for vanpool seat availability but does not conduct character screening or background checks. SBCTA shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals.

9. **Accommodations for Riders with Disabilities.** Vanpools must comply with all requirements of the Federal Americans with Disabilities ACT (ADA). If a person with a disability applies for an existing vanpool vacancy, the vanpool Participants and Vendor shall make reasonable accommodations to enable the individual to join the vanpool. SBCTA's Vendors shall comply with this and all ADA requirements. Additional charges may apply to modify a leased vanpool to accommodate a rider with a disability, which SBCTA is not responsible for.

10. **Vanpool Use.** Personal use (non-work and/or vocational/post-secondary education destination commuting purposes) of the leased van is permitted but shall not exceed 20% of total van miles traveled during a calendar month period. SBCTA may terminate Participant's enrollment, withhold subsidy payments, pursue claims, demands or lawsuits against Participant, and/or press criminal charges against any Participant who misreports vanpool use/operation or uses the vanpool and/or SB Loop in any unauthorized manner. Participant shall reimburse any expenses incurred by SBCTA as a result of Participant's inappropriate use of SB Loop.

11. **Indemnification.** Participant, in consideration of permission to participate in SB Loop, assumes full responsibility and all risk of damage, injury or loss, including death, which may result from participation in SB Loop. SBCTA, its directors, officers, employees and agents shall not be responsible for any liability arising from any act or omission of Participant, or Participant's employer, officers, agents, employees or subcontractors. Participant agrees to indemnify, defend (with legal counsel reasonably approved by SBCTA) and hold harmless SBCTA, its directors, officers, employees, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of any vanpool-related activity, including acts, errors, or omissions of any person, and for any costs or expenses incurred by SBCTA on account of any claim, except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of Indemnitees. Participant's indemnification obligation applies to SBCTA's "active" as well as "passive" negligence, but does not apply to SBCTA's "sole negligence" or "willful misconduct" within the meaning of Civil Code section 2782.

12. **Access to Records.** Participant authorizes its Vendor to release to SBCTA SB Loop staff records pertaining to SB Loop, including, but not limited to: Primary Driver, Back Up Driver(s) and Leaseholder contact information; Leaseholder/Vendor agreement; lease information; vehicle checklists and information; actual monthly invoice/billing statement; and any other documentation. Participant acknowledges that Participant's employer rideshare representative, Participant's Vendor, and regional rideshare agency representatives may also view Participant's submittals to SBCTA, including, but not limited to reports, applications and forms.

13. **Other Subsidies/Incentives.** Participant acknowledges that by participating in SB Loop, Participants and vanpool passengers, are all ineligible for further subsidies from any other Vanpool Subsidy Program (including, but not limited to the Victor Valley Transit Authority, Los Angeles Metro, Orange County Transportation Authority, Riverside County Transportation Commission, San Diego Association of Governments or the SunLine Transit Agency).. Participant acknowledges that accepting subsidies from any of the above-mentioned programs shall immediately disqualify the vanpool from receipt of further SBCTA SB Loop subsidies. Participant further acknowledges that any employer-provided incentive or subsidy provided directly to Participants and/or the vanpool passengers (including, but not limited to the Federal Mass Transportation Benefits Program or MTBP) is permitted.

14. **Termination.**

- (a) **By Leaseholder.** Leaseholder may withdraw from SB Loop at any time, pursuant to Leaseholder's agreement with his/her Vendor. Leaseholder may terminate this Agreement by emailing SBCTA at ridetheloop@gosbcta.com at least five (5) business days prior to withdrawing from SB Loop. SBCTA will prorate the subsidy during the last month of participation based on the number of days the vanpool was in operation that month. SBCTA will not release the last vanpool subsidy to the Vendor until the final Participant report has been completed and submitted.
- (b) **By Primary Driver, Back Up Driver(s) or Reporter(s).** A Primary Driver, Back Up Driver(s) or Reporter(s) may withdraw from the vanpool after giving Leaseholder sufficient notice to enable Leaseholder to designate a replacement Primary Driver, Back Up Driver(s) or Reporter(s) and emailing notice of their withdrawal to SBCTA, at ridetheloop@gosbcta.com at least five (5) days before withdrawing.
- (c) **By SBCTA.** SBCTA may terminate Participant enrollment and/or this Agreement immediately upon notice of termination, which may be by telephone, electronic mail or postal mail service to the current Participant address in the System. Subsidy payment for the final month of participation will be prorated based on the number of days the vanpool operated that month. SBCTA may terminate for any of the following reasons:
 - I. Misreporting of vanpool operation;
 - II. Unauthorized use of the vanpool or SB Loop;
 - III. Repeated failure to submit scheduled reports and/or records online to SBCTA;
 - IV. Operation of the leased vehicle becomes inconsistent with SB Loop eligibility requirements;
 - V. Failure to provide timely responses to reasonable requests for information such as, but not limited to, information listed in this Agreement;
 - VI. Failure to comply with this Agreement and its terms;
 - VII. Failure to comply with the most current version of the SB Loop Program Guidelines. The Guidelines may be modified from time to time; the latest version can be found on the System website; or
 - VIII. Discontinuance of vanpool operation during the term of Agreement.

15. **Participant expressly acknowledges that:**

- (a) SBCTA may deny funding for any new vanpool application in accordance with the SB Loop Program

Guidelines, without any liability to Participant.

- (b) SBCTA may terminate the funding for Participant’s vanpool if SBCTA deems that it is in the best interest of SBCTA to do so, without any liability to Participant.
- (c) SBCTA may discontinue SB Loop if funding is no longer available, or if for any other reason SBCTA deems discontinuance is in SBCTA’s best interest, without any liability to Participant.
- (d) SBCTA may establish a wait list for SB Loop enrollment, change the SB Loop Program Guidelines, without any liability to Participant.
- (e) SBCTA may promote and advertise vanpool route information, schedule, origin and destination information, and seat availability to the general public for passenger solicitation purposes. SBCTA may release the first and last name, e-mail and phone contact information of Participant to individuals interested in joining a vanpool. A member of the public who is not affiliated with your employer is entitled to be a passenger in a vanpool serving the geographical area that the vanpool travels to, if there is an opening and the work hours, origin, destination, and routes are compatible.

16. Miscellaneous.

- (a) SBCTA shall not act as arbiter of disputes among vanpool passengers.
- (b) Safety-related complaints shall be directed to the Vendor, who will investigate and address the complaint within one business day. Primary and/or Back Up Drivers who exhibit unsafe driving practices may lose their vanpool driving privileges.
- (c) The SB Loop Program Guidelines, as modified by SBCTA from time to time and posted on the SBCTA Vanpool website, and the SB Loop Application as submitted by Participant and approved by SBCTA and available on the System website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between SBCTA and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to SB Loop.
- (d) Any changes or additions to this Agreement must be in writing and signed by all Parties.
- (e) 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.
- (f) Nothing in this Agreement shall be construed to limit the right of SBCTA to adjust or modify its services or perform any other lawful functions.
- (g) Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.
- (h) In the event of conflicting provisions, the following order of precedence will apply:
 - i. The Participation Agreement,
 - ii. SB Loop Program Guidelines,
 - iii. SB Loop Application.

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

I Agree

18. 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.

Participant Signature

Date

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SUBMIT

PRINT THIS AGREEMENT