



This Volunteer Driver Agreement (the “**Agreement**”) is between (1) the approved volunteer driver, (hereinafter called “**Driver**”), whose signature appears below, and (2) vRide, Inc., (hereinafter called “**vRide**”). This Agreement shall become effective on the date it is signed by **vRide**.

**I. DEFINITION OF TERMS**

As used in this Agreement, the following terms are defined as indicated below:

- A. The **Driver** is a person who has been approved, in writing, by **vRide** as the **Driver** and has signed this Agreement.
- B. An **Alternate Driver** is a person who has been approved, in writing, by **vRide** as an **Alternate Driver** and has signed an Alternate Volunteer Driver Agreement.
- C. The **Driver** and an **Alternate Driver** are vanpool participants who volunteered to be the approved **Driver** or **Alternate Driver** and each: 1) has and maintains a valid driver’s license, 2) has a minimum of five years current and uninterrupted licensed driving experience, 3) is twenty-five years of age or older, 4) has and maintains a driving record acceptable to **vRide** and, 5) **has been issued written approval by vRide to operate vehicles provided by vRide.**
- D. The **Driver** and an **Alternate Driver** volunteered to be a vanpool driver and have not been designated by a group or company as a driver and each receives no compensation from a group or company for driving. Neither the **Driver** nor the **Alternate Driver** is not an agent, servant or employee of **vRide**. The **Driver** or the **Alternate Driver** are independent parties participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- E. Any vehicle assigned by **vRide** under this Agreement is the property of **vRide** and this Agreement is a contract to permit use of the vehicle only by the **Driver** or an **Alternate Driver** who are each in possession of written approval issued by **vRide** to operate a vehicle provided by **vRide**, and only to be used as provided herein.

**II. REPRESENTATIONS AND AGREEMENTS BY THE PARTIES**

Each of the parties makes certain representations and agrees to terms, conditions, actions and requirements as specified below:

- A. **Driver** represents and agrees that he/she:
  - 1. Will participate in a **vRide** commuter vanpool as a volunteer driver and will use the vehicle to pick up, transport and deliver other vanpool participants to and from their residences (or other locations agreed to by **Driver** and the passengers) and their places of employment (or other locations agreed to by **Driver** and the passengers), and further agrees use of the vehicle for the purposes permitted under this Agreement will not be construed as “driving for hire or being engaged in transportation as a business.”
  - 2. Has a non-expired, valid driver’s license to operate the vanpool vehicle and further, will comply with any restrictions to such license.
  - 3. Will immediately advise **vRide** in the event of:
    - a. Cancellation, lapse or change of the license of **Driver**.
    - b. Termination of **Driver’s** principal employment.
  - 4. Has viewed the **vRide** safety video, “The Vanpool Difference” and will, when requested by **vRide**, be available to participate in basic driver training or safety awareness orientation offered by **vRide** or a designated agent, and will execute all documentation necessary, from time to time, to authorize **vRide** to perform background checks on the Driver including a motor vehicle driving record background check.
  - 5. Shall not consent to or allow the use of the vehicle by anyone other than an **Alternate Driver** or **vRide**.
  - 6. Will return the vehicle to **vRide** in the same condition, and with all the equipment and documents, as when delivered. Upon delivery and return of the vehicle, **Driver** and **vRide**, or their respective agents, shall inspect the vehicle and execute a jointly-signed report on its condition. Damage, that is not attributable to a reported accident or collision/comprehensive claim supported by appropriate written reports, will be the sole responsibility of **Driver**. **Driver** is not responsible for ordinary wear and tear or damage which is the subject of a pending collision or comprehensive insurance claim.

7. Is responsible for obtaining maintenance service and will:
  - a. Maintain a clean vehicle -exterior and interior.
  - b. Purchase gasoline for the vehicle at major name-brand service stations.
  - c. Comply with recommended or required maintenance service on the vehicle in accordance with **vRide** instructions, including those contained in the **vRide** Preventive Maintenance Coupon Book.
  - d. Check and adjust all tire pressures on the vehicle to conform to manufacturer's specifications particular to the vehicle (as found on the placard or sticker attached to the driver door post, driver door edge, fuel door or glove box).
  - e. Obtain **vRide** authorization prior to having any other maintenance or repair performed on the vehicle, **except** for individual items of less than \$25 such as engine oil, anti -freeze, transmission fluid, wiper blades, fuses, bulbs or headlights which are necessary for the safe operation of the vehicle; and **except** for the use of the Preventive, Emergency or State Inspection Coupons in the **vRide** Preventive Maintenance Coupon Book.
8. Will not drive the vehicle outside of a 200-mile radius of **Driver's** home without specific written approval, in advance, from **vRide**.
9. Will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
10. Will be solely responsible for any violation, fee , toll, penalty, parking ticket, towing charge or any other cost related to a violation resulting from the use or operation of the vehicle.
11. Will notify **vRide** within 24 hours of any moving violation by **Driver** involving the operation of any vehicle and will send to **vRide**, proof of the resolution of any violation involving a vehicle provided by **vRide**, within thirty (30) days of such resolution.
12. Will, in the case of any incident or accident or any other loss or damage to or involving the vehicle:
  - a. Immediately notify and provide information to **vRide** or the designated agent of **vRide**, regarding any incident or accident involving the vehicle and any bodily injury or property damage in accordance with published accident reporting instructions.
  - b. Provide a written accident report to **vRide** within 24 hours of the incident or accident.
  - c. Cooperate fully with **vRide**, its insurer and other agents or representatives of **vRide** in all incident or accident investigations and/or settlements.
13. **Driver** further represents and agrees:
  - a. To pay **vRide, when due and without setoff**, for lease (see below) and vehicle expenses, related services, and other fees including, without limitation, monthly lease payments, fuel card payments, tolls, citations for parking violations, fines and excess mileage charges (see section 13(h) below), in accordance with the terms of this Agreement. All amounts due to **vRide** are due by the fifth calendar day of the month covered by vRide's invoice unless a shorter timeframe is set forth on **vRide's** invoice or other notice, provided however that all monthly lease payments and fuel card payments, if any, are due to vRide, in full, by the fifth calendar day of the month covered by vRide's invoice for the same.
  - b. To pay other charges which may be due **vRide**, including but not limited to applicable sales tax, excess mileage charge as described below, or non-sufficient funds charge of \$40 for any payment returned for non-sufficient funds.
  - d. Late fees will be assessed on any unpaid balance at a periodic (monthly) rate of either (i) 2% or (ii) the highest rate allowed by law, whichever is higher..
  - e. Payments shall be applied first to late fees and then to the unpaid balances of each product or service purchased, in the order in which it was purchased.
  - f. All charges will be deemed final and binding unless disputed in writing within forty-five (45) days of the invoice date. All disputed charges must be paid pending dispute resolution.
  - g. If **Driver** defaults on this Agreement, or any other agreement between **Driver** and **vRide** (each an "**Other Agreement**"), then **vRide** may terminate this Agreement and any Other Agreement, terminate Driver's account, demand immediate payment of the entire balance due under this Agreement and under any Other Agreement, and initiate collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, **Driver** agrees to pay all of vRide's collection and court costs, including reasonable attorney's fees and costs.
  - h. The amount due **vRide** may be changed at any time by **vRide** upon 30 days advance written notice from **vRide**.

		Initials of Driver	Date
1. Monthly Fee.....	\$ _____	_____	_____
2. Monthly Mileage Allowance.....	_____ miles	_____	_____
3. Excess Mileage Allowance..... (Applies to miles used in excess of monthly mileage Allowance)	\$ _____	_____	_____
4. Driver Collision Deductible per Accident.....	\$ _____	_____	_____

B. **vRide** represents and agrees it:

1. Will lease and provide a vehicle to the Driver for the purpose of operating a vanpool and will render such other reasonable ride matching and customer service assistance as may be required for the functioning of the vanpool.
2. Will, at its expense, provide vehicle licensing, vehicle registration and vehicle maintenance.
3. Will, upon review and approval of original paid receipts, reimburse **Driver** for maintenance or repair expenses incurred, as provided for in this Agreement.
4. Will allow only the **Driver** or an **Alternate Driver** limited personal use of the vehicle outside of normal commuting periods as described in Section II. A. 8. of this Agreement.
5. Will credit **Driver** on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by **vRide** or its agent.
6. Except as set forth in Section II. A. 10., will be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable provided that such inoperability is not due to, in whole or in part, any action described in Section II.C.1.
7. Will, at its expense, provide automobile liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof, equal to a combined single limit (CSL) of \$1,000,000.00 to protect **Driver** and an **Alternate Driver**, in the aggregate, while operating a vehicle provided by **vRide**, from insured claims made by others for bodily injury (including death) and property damage.

This insurance will not apply to: 1) any obligation for which **Driver**, **Alternate Driver**, or any insurance carrier may be held liable under any workers' compensation law or any similar law, rule or regulation, 2) any obligation assumed by **Driver** or **Alternate Driver** under any expressed or implied contract, 3) uninsured motorist protection, underinsured motorist protection, no-fault benefits, personal injury protection, or medical payments, except where required by law, and then only to the minimum financial responsibility required by applicable law.

8. Will assume the risk of loss of or damage to a vehicle provided by **vRide** under this Agreement in excess of the deductible set forth in Section II.A.13.h.4, except if such loss or damage occurs while the vehicle is being used or operated during **UNAUTHORIZED USE** as described in Section II. C.1.

C. The Parties further agree:

1. The operation of a vehicle by any person with the knowledge or consent of **Driver** or **Alternate Driver** under any of the following conditions, hereinafter called **UNAUTHORIZED USE**, constitutes a material breach of this Agreement. **UNAUTHORIZED USE** includes but is not limited to:
  - a. **USE OF THE VEHICLE BY ANYONE OTHER THAN THE DRIVER OR AN ALTERNATE DRIVER.**
  - b. Use or evidence of use, of the vehicle by any person under the influence of narcotics or intoxicants, including any person who knowingly is adversely affected by medicines or prescriptions.
  - c. Driving the vehicle in any race or speed test or contest.
  - d. Use of the vehicle to propel or tow any trailer or other vehicle.
  - e. Driving the vehicle upon other than paved or suitably graded public highways, private roads, and driveways; or under or upon tunnels and bridges posted with insufficient clearance or weight capacity.
  - f. Carrying passengers for hire in the vehicle, or any business or commercial use of the vehicle.
  - g. Driving the vehicle outside the borders of the United States.
  - h. Parking the vehicle overnight other than at the residence of **Driver**, **Alternate Driver** or a vanpool participant without prior written approval from **vRide**.
  - i. Use of the vehicle 1) without making a reasonable effort to ensure all occupants, including the **Driver** or **Alternate Driver**, are wearing their seat belts, 2) by more passengers than there are seat belts, and 3) without requiring occupants to comply with applicable seat belt laws and child restraint laws.
  - j. Transporting formal groups, such as church groups, scout troops, athletic teams, etc. in the vehicle.
  - k. Transporting of any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive; or any contraband material in the vehicle.
  - l. Loading the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
  - m. Leaving the vehicle and failing to remove all keys; failing to close and lock all doors and windows; and otherwise contributing to the vandalism or theft of the vehicle.
  - n. Use of the vehicle in the commission of a crime or illegal activity.
  - o. Use or abuse of the vehicle by **Driver**, **Alternate Driver** or vanpool participant who, as a result of reckless misconduct or gross negligence, damages the vehicle or causes injury or property damage to others.
  - p. Use of any cell phone smart phone or similar device or equipment (including a hands free cell phone or system) or personal audio or video equipment by the **Driver** or **Alternate Driver** while operating the vehicle.

2. This Agreement shall be terminated by:
  - a. **Driver** giving **vRide** thirty (30) days notice, in writing, unless waived, in writing, by **vRide**.
  - b. **vRide** giving thirty (30) days notice, in writing, to **Driver**, without cause.
  - c. **vRide** giving twenty-four (24) hours notice, in writing, to **Driver** for cause.
3. Upon the termination of this Agreement, the **Driver** will arrange and pay for the cost of the return of the vehicle, any accessories and all documents pertaining to it, to the **vRide** Customer Service Center location shown below or another location reasonably designated by **vRide**.
4. This Agreement cannot be assigned by Driver without the prior written consent of **vRide**.
5. **vRide** insurance applies only to vehicles supplied by **vRide** under this Agreement.
6. **vRide** shall not be responsible to **Driver**, **Alternate Driver** or others for any loss of income, inconvenience or other damages sustained as a result of an interruption of services or vehicles to be furnished by **vRide**.
7. It is expressly understood neither **vRide** nor its insurance company will be responsible for any person's property lost, stolen, or damaged in or from the vehicle.
8. This Agreement embodies the entire Agreement between the parties with respect to the transactions contemplated herein. Any prior agreements, representations or warranties between the parties other than those set forth in this Agreement are void, terminated and rescinded. This Agreement cannot be modified or altered except in writing by Addendum attached hereto and signed by both **Driver** and **vRide**.
9. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.
10. This Agreement may be executed in separate counterparts, each of which is deemed to be an original and all of which taken together constitute one and the same agreement. A facsimile or digital signature, whether by fax or electronic form, shall be deemed an original and shall bind the signing party.
11. All notices and/or correspondence shall be addressed to:

**Primary Driver**

*Please print or type name and address*

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**vRide, Inc.**  
 309 Cherry Street  
 Philadelphia, PA 19106

**vRide, Inc.** Customer Service Center

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Agreed to this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
**Primary Driver's Signature**

\_\_\_\_\_  
**Primary Driver's Name (Print)**

**vRide, Inc.**

By: \_\_\_\_\_

**Name (Printed):** \_\_\_\_\_

**Title:** \_\_\_\_\_