

THREE-PARTY VANPOOL INCENTIVE PROGRAM AGREEMENT

This agreement is between a vanpool primary driver ("driver") of a qualifying vanpool, an authorized vanpool vendor ("vendor"), and the Sacramento Area Council of Governments ("SACOG"), with regard to SACOG's Vanpool Incentive Program. A full description and list of requirements for this program is attached as Exhibit A and incorporated into the terms of this agreement. This agreement shall become effective on the date it is signed by all three parties.

Each of the parties agrees to these terms, conditions, and responsibilities:

1. A qualifying vanpool is a vanpool that meets the "program requirements" listed in Exhibit A and continues to meet those requirements for the entire six-month term (or twelve month term, depending on subsidy chosen) of this agreement. SACOG reserves the right, in its sole discretion, to determine whether the driver's vanpool meets the program requirements.
2. The driver has leased a van from the vendor pursuant to a separate lease agreement between the driver and the vendor. Responsibility for maintenance and repair of the van rests with the driver and/or the vendor pursuant to the terms of their agreement. **Both driver and vendor acknowledge and agree that (i) SACOG's sole responsibility under this agreement is to provide the financial incentives set forth herein, (ii) neither the driver nor the vendor is an agent of SACOG, and (iii) SACOG is not responsible for the condition of the van or its manner of operation. Both driver and vendor forever release SACOG from any and all actions, claims, or demands, that they, their assignees, heirs, distributees, next of kin, spouse and legal representatives now have, or may have in the future, for injury, death, or property damage, related in any way to this agreement, the van lease agreement, or the operation of the vanpool. The driver and vendor acknowledge the foregoing release by signing their initials below.**

Driver

Vendor

3. The driver must register the vanpool in the rideshare database (Go online to www.sacregioncommuterclub.org or call Adrienne Moretz at 916-319-5189) so that other interested individuals can join the vanpool or fill seats that may become empty if members leave the vanpool. The driver will also promptly notify the vanpool vendor of empty seats. The driver must remain registered in the database during the term of the subsidy.
4. SACOG will pay to the vendor a subsidy of either \$300/month (\$1,800 total) for six consecutive months or \$150/month (\$1,800 total) for twelve consecutive months, on behalf of the driver's vanpool. The vendor will give the driver a credit of either \$150/month or \$300/month (\$1,800 total) against the monthly vanpool lease cost charged to the driver.
5. To receive the monthly subsidy, the vendor agrees to submit to SACOG an invoice for reimbursement of the subsidy amount of either \$150 or \$300 for each month that the vanpool qualifies for the program. The invoice will be printed on the vendor's letterhead, dated, and will clearly state that the invoice is to SACOG for payment to

vendor as reimbursement for the lease credit given to the driver, with the driver's name and the relevant month and year of the requested reimbursement.

6. The driver is responsible to pay the remaining monthly lease amount to the vendor and fulfill all of the responsibilities stated in the vanpool lease.
7. The driver is responsible to pay the full monthly lease to the vendor if this subsidy is revoked because SACOG determines that the driver has failed to comply with this agreement, or that the vanpool no longer meets the program requirements of Exhibit A below. If SACOG terminates this agreement for any other reason, the vendor agrees to permit the driver to terminate the van lease agreement without penalty.
8. Once a month for the six-month length (or the twelve-month length, depending on the subsidy chosen) of the program, the driver agrees to provide SACOG with updated information on the names, phone numbers, e-mail addresses, origins, destinations, and mileage for each of the vanpool riders. SACOG will contact the driver for this information.
9. SACOG will revoke the subsidy if the vanpool fails to meet the program requirements set forth in Exhibit A, or if the driver has not otherwise fulfilled the requirements of this agreement.
10. The vendor is responsible for the condition of the van delivered to the driver and for ensuring that the driver (and any backup driver) has the required driver's license and medical examination to perform his or her duties as driver of the vanpool. To the extent permitted by law, vendor agrees to defend (with counsel acceptable to SACOG), indemnify, and save harmless SACOG, its directors, officers, employees, and agents (collectively, the "Indemnitees"), from and against any and all liabilities, obligations, losses, damages, penalties, fines, claims, actions, suits, costs and disbursements, including reasonable attorneys' fees and expenses, of any kind and nature imposed in, asserted against, incurred or suffered by, any Indemnitee by reason of damage, loss, or injury (including death), of any kind or nature whatsoever to persons or property in any way relating to or arising out of the subject vanpool, this agreement, or the vendor's lease agreement with driver.
11. SACOG reserves the right to modify, or discontinue, the vanpool incentive program and terminate this agreement at any time and for any reason, including without limitation a loss of, or change in, funding.

Executed by:

Vanpool Primary Driver:

I certify that this vanpool qualifies for SACOG's Vanpool Incentive Program and that I will comply with the terms of this agreement.

Date_____

Signature_____

Printed Name_____

Home Address _____

Home Phone/Email_____

Work Address _____

Work Phone/Email_____

Vanpool Vendor:

I certify that this vanpool qualifies for SACOG's Vanpool Incentive Program and that my company will comply with the terms of this agreement.

Date_____

Signature of Representative_____

Printed Name and Title of Representative_____

Name of Vanpool Vendor_____

Address of Vanpool Vendor_____

Sacramento Area Council of Governments:

I certify that the vendor will be reimbursed for the vanpool subsidy credited to the driver, as described in this agreement, if all the terms of this agreement are met.

Date_____

Signature_____

Printed Name and Title_____

Address: 1415 "L" Street, Suite 300, Sacramento, CA 95814

EXHIBIT A

SACOG's Vanpool Incentive Program

The Sacramento Area Council of governments (SACOG) will subsidize newly-formed vanpools operating in the Sacramento Region – Sacramento, Yolo, Yuba, Sutter, El Dorado, and Placer Counties – for either a six-month or twelve-month initial period. This is a \$1,800 value! This incentive to vanpool is offered on a first-come, first-served basis to any qualifying vanpool that has signed agreements with SACOG and an authorized vanpool vendor.

Program features

1. SACOG will pay either \$300/month for six consecutive months (\$1,800 total) or \$150/month for twelve consecutive months (\$1,800 total) directly to a vanpool vendor for each qualifying vanpool, with the savings passes on to the vanpool members.
2. The primary driver is responsible to pay the remaining monthly lease to the vanpool vendor.

Program requirements

1. The vanpool must have one or more employment destinations within the Sacramento region (Sacramento, Yolo, Yuba, Sutter, El Dorado, and Placer counties), *or* if the employment destination is outside of the region, the vanpool must originate within the Sacramento region and at least 75% of the daily trip miles must be within the region.
2. The vanpool must be newly formed upon entry into the program, with a minimum of at least six committed passengers, including one primary driver. No more than two of these passengers may be from the same previously existing vanpool.
3. Participants are required to use an authorized vanpool vendor (Enterprise Rideshare or Green Commuter). See below for more information on these vendors).
4. The primary driver, vanpool vendor, and SACOG will sign an agreement to activate the subsidy. This agreement covers financial arrangements between SACOG and the vendor and reporting requirements that the primary driver must fulfill.
5. New vanpools may supplement this incentive subsidy with other subsidies, for example, from transportation management organizations.
6. The subsidy will be revoked if a vanpool's ridership falls below six members (including the driver) for two consecutive months during the six-month (or twelve month, depending on subsidy chosen) program periods.

7. If an "offshoot" vanpool is formed from member of a vanpool that applies for a subsidy from this program, the original vanpool must remain viable or the new vanpool will not qualify for the subsidy.
8. The vanpool riders must give the primary driver a 30-day notice prior to permanently leaving the vanpool group. Each rider will be financially responsible for the seat for the full 30 days after giving notice to terminate their ridership.
9. The vanpool riders will individually pay the primary driver for their share of vanpool costs as agreed upon.
10. The primary driver is responsible for fueling and maintaining the vehicle, collecting rider contributions, providing a receipt, and driving responsibly.

What you need to do to join the vanpool incentive program

1. The primary driver registers the vanpool in the rideshare database (Once registered at: www.sacregioncommuterclub.org, log in and click on "Vanpool List" and then on "Add My Listing") so that other interested individuals can join the vanpool. Vanpool vendors and transportation management organizations can also assist in finding vanpool riders.
2. The primary driver coordinates at least five other committed vanpool members, chooses a vanpool vendor from the two companies listed below, and completes the [3-Party SACOG-Driver-Vendor Agreement](#).
3. Monthly, the primary driver provides SACOG with a list of vanpool members, along with phone numbers, e-mail addresses, origins, destinations, and mileage, for the six-month period (or twelve month period, depending on subsidy chosen) of the subsidy.

For assistance with the program or if you have questions

Call SACOG directly at 916-319-5189 or e-mail amoretz@sacog.org.

Authorized Vanpool Vendors in the SACOG Region

Enterprise Rideshare
1-800-van-4-work
<http://www.vanpool.com/index.shtml>

Green Commuter
1-800-VAN-RIDE
<http://www.greencommuter.com>