

The Rideshare Company

A Non-Profit Commuter Service Corporation

1404 Blue Hills Avenue, P.O. Box 7237
Bloomfield, CT 06002-7237



Toll Free: 800-972-3279

Local: 860-692-1234

Fax: 860-692-1279

www.rideshare.com

DRIVER / ALTERNATE DRIVER AGREEMENT

This Agreement establishes the rights and responsibilities of primary drivers, alternate drivers, and other eligible drivers and The Rideshare Company (TRC) as participants in easy street®. "Driver" refers to the person who operates the easy street® vehicle as an independent contractor and includes the alternate driver when he or she is functioning as driver. easy street® refers to the commuter van service administered by TRC.

The Driver, during the term of this Agreement, shall:

- Maintain a valid driver's licence in his/her state of residence.
- Notify TRC when he/she no longer meets established driver selection criteria.
- Drive an **easy street®** group to and from work, picking up and dropping off riders in accordance with the mutually established route and schedule.
- Attempt to maintain the **easy street®** group at maximum ridership.
- Coordinate maintenance, cleaning, and servicing of the van as prescribed in the **easy street®** Driver Manual.
- Obtain prior approval from TRC for any expenditure relating to the van, other than fuel, in excess of \$25.00.
- Collect monthly fares from riders in advance, no later than the first working day of each month.
- Pay for any personal use or excess mileage traveled. As necessary, pay for any miscellaneous operating expenses of the van, submitting the balance due and appropriate receipts to the TRC, as detailed in the **easy street®** Driver Manual.
- Keep daily and monthly records and submit them to TRC as specified in the **easy street®** Driver Manual.
- Encourage and train sufficient alternate drivers to ensure continued operation of the **easy street®** group in his/her absence. (At least one approved alternate driver is required).
- Indemnify and hold harmless TRC, its authorized agents, and employees from any and all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of, or resulting from; (1) any delay in, or failure to make scheduled pickup or any delay in rider's arrival at his/her destination; (2) the absence of the van for any reason; or (3) the termination of the program.
- Notify TRC of termination of employment.
- Not carry or consume alcoholic beverages, illegal drugs, other intoxicants or narcotics in the van at any time.
- Ensure that all riders, including the driver, wear a seat belt at all times.
- Not use a cell phone or any other device while driving the van at any time.

The Alternate Driver, during the term of this Agreement, shall:

- Maintain a valid driver's license in his/her state of residence.
- Notify TRC when he/she no longer meets established driver selection criteria.
- Be available to drive an **easy street®** vehicle when the driver is unable to do so. For services on such days, the alternate driver shall receive the current amount allowed as specified in the **easy street®** Driver Manual for each day during which he/she acted as driver.
- Assume all responsibilities of the primary driver when acting in that capacity.
- Pay for personal use or excess miles traveled.
- Abide by all conditions of the Rider Agreement, in addition to those stated in this Agreement.

The Rideshare Company, during the term of this Agreement, shall:

- Provide a passenger van for use by the **easy street®** group.
- Provide liability coverage at statutory limits for all authorized users of the **easy street®** vehicle for and including bodily injury and property damage as well as comprehensive, collision, and uninsured motorist protection.
- Execute agreements with all riders in which they agree to release TRC, its authorized agents, and employees from any and all claims, actions, costs, damages, or expenses of any nature whatsoever arising out of, or resulting from the selection process or TRC's failure to uncover errors or false statements in the Driver Application, any delays, tardiness, or failure to make appropriate or scheduled pickup, absence of the van, or termination of this program.
- Assist the driver in maintaining the **easy street®** group ridership at its maximum level.
- Provide the driver with an **easy street®** Driver Manual outlining all policy and operational aspects of the **easy street®** program.
- Provide the driver with all necessary report forms, including instructions for their completion and submission schedule.
- Establish a fee schedule for participation in the **easy street®** service.
- Establish a schedule for routine servicing and maintenance of the **easy street®** vehicle.
- Provide loaner vehicles by reservation on a first-come, first-served basis for the times when the group's van is out of service.
- Allow the drivers and their respective spouses (if individually approved according to the standard driver selection criteria) to use the van for personal transportation during non-work hours at a per-mile cost and in accordance with limitations stated elsewhere in the Agreement. TRC reserves the right to decide if the personal use is proper and to adjust the mileage charge from time to time as necessary.

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The Rideshare Company, the Driver, and Alternate Drivers mutually agree during the term of this agreement that the following regulations apply to operation of the easy street® van.

The Driver, during the term of this Agreement, shall:

- The driver is an independent contractor and shall not be considered an employee for any purpose, including but not limited to health and pension benefits and workers' compensation and unemployment benefits.
- The van shall at all times be operated in a manner complimentary to the public purpose of this program; the vehicle shall be kept clean; it shall be driven in a safe and courteous manner; and, the unique character of its use shall be explained if such is questioned.
- Except in emergency situations, operation of the **easy street®** van is restricted to a driver, alternate driver, or spouse approved by TRC.
- Safe driving habits and complete observance of all traffic regulations are required of all drivers. Any citation resulting from the operation of the vehicle is the responsibility of the person driving the van at the time of the issuance of the citation. The driver, alternate driver, and any spouse authorized to drive will report any citation resulting from a moving violation to TRC within 48 hours, whether received while driving the **easy street®** van or any other vehicle.
- The driver will be responsible for reporting to TRC any vehicular accident involving bodily or property damage immediately to TRC. Such reporting is to include any injury to a passenger of the van even though no third party was involved (e.g., passengers falling and injuring themselves while entering the van). The driver is responsible for completing a motor vehicle accident report and submitting it to TRC within 48 hours.
- The van is to be parked in a safe off-street location whenever and wherever possible.
- Personal use of the **easy street®** van shall not interfere with its availability for commuting and shall be limited to a cumulative annual total of 3,000 miles.
- Driver and alternate drivers) will pay for all personal miles traveled in a month.
- The van is not to be used for hire; to pull trailers, boats, etc.; to haul garbage, debris, or excessive loads; nor for any purpose requiring the removal of seats.
- The van is to be driven only on hard-surfaced streets and highways and other normal access roads and driveways. It is not to be driven off-road, on beaches, in fields, or in any other potentially unsafe environment.
- The van is not to be driven over bridges or roads posted for less than a 4-ton maximum weight load. Width and height clearance requirements of the van are to be observed at all times.
- Accessories will not be added or removed without prior approval of TRC.

This Agreement shall be effective as of the date of its signing and shall continue in force until one of the parties gives the other party written notice 15 days prior to the planned date of termination.

A driver or alternate driver may terminate this Agreement for any reason. TRC may terminate the Agreement if (1) ridership drops below established minimum levels for two consecutive months; (2) operation of the **easy street®** group becomes inconsistent with the evaluation criteria established by TRC; (3) the program is terminated; (4) or for other good cause. TRC may terminate an individual driver or alternate driver at any time for involvement in an accident, multiple traffic violations, failure to abide by any of the program's operational policies, unauthorized personal use of the vehicle, failure to abide by any terms of this Agreement, or for other good cause. Termination notification shall be confirmed by mail to the last provided address. The driver shall cooperate fully in return of all group records and materials and of the vehicle and all keys thereto. Notwithstanding the above, TRC reserves the right, upon breach of any terms of this Agreement or the termination of this Agreement, to immediately repossess the vehicle or to immobilize the vehicle in place. This Agreement may be modified or amended only by a subsequent written agreement signed by each of the parties. This Agreement contains the entire agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous representations, negotiations, commitments, and writings with respect hereto. This Agreement shall be governed by and construed in accordance with the laws of the State of Connecticut. This Agreement is intended solely for the benefit of TRC and its successors and assigns and the driver or alternate driver; it may not be assigned by the driver or alternate driver without TRC's written consent. 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 **easy street®** group because of race, creed, color, sex, age, national origin, sexual orientation, nor the presence of any sensory, mental or physical handicap, nor in any way contrary to applicable local ordinances and/or state and federal laws and regulations.

AUTHORIZATION

I hereby authorize The Rideshare Company to verify my employment and to obtain my Department of Motor Vehicle driver report. Also, I understand I will be asked to show satisfactory driving ability to operate a passenger van.

I declare that the information given above is true and complete to the best of my knowledge and belief.

I acknowledge that I have read the Driver Agreement and agree to observe all the regulations and responsibilities herein.

Signature: _____

Print Name: _____

Date: _____