



# VanClub Participation Agreement

You must read and execute this online Participation Agreement (“Agreement”) to participate in the Vanpool Subsidy Program, funded and managed by the Riverside County Transportation Commission (RCTC). This Agreement sets forth the terms, conditions, and responsibilities of you, a RCTC Vanpool Program Participant. This is a binding contract; you must read it carefully.

You must read each of the following provisions, which collectively make up the terms and conditions of this Agreement. You show your agreement, understanding and acknowledgement to the terms, conditions, and responsibilities to this Participation Agreement, by checking “I Agree” at the end of the document, signing the Agreement, and submitting the completed Agreement. If any of these steps are not completed, there is no Agreement between the Parties and you may not participate in the subsidy program.

Should you have any questions about this Agreement or the terms and conditions, or the submittal process, contact RCTC immediately at [info@vanclub.net](mailto:info@vanclub.net) or call us at 844-VANCLUB (844.826.2582).

**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 conditions of this Agreement.

## 2. Definitions.

- (a) “RCTC” is the Riverside County Transportation Commission, a county transportation commission established by Public Utilities Code section 130000, et. seq., and who funds and administers the vanpool program.
- (b) “RCTC Vanpool Program” or “VanClub” means the vanpool subsidy program funded and administered by RCTC.
- (c) “Vendor” is an authorized RCTC vanpool leasing vendor.
- (d) “Participant” means any individual person or entity that enters into this Agreement with RCTC.
- (e) “Coordinator” is a Participant that holds a valid vanpool vehicle lease agreement with a RCTC-approved Vendor.
- (f) “Primary Driver” is a Participant and vanpool passenger and may be the Coordinator or may also be a passenger other than the Coordinator. The Primary Driver is the passenger who primarily drives the vanpool for commuting purposes. The Primary Driver is designated by the Coordinator in the online system.
- (g) “Reporter” is a Participant and a vanpool passenger other than the Coordinator, who will assist or support the Coordinator with submitting the monthly reports into the online system. The Reporter is designated by the Coordinator in the online system.
- (h) “Employer Rideshare Representative or Employer Transportation Coordinator” is the Participants’ employer representative that oversees ridesharing and commuter assistance programs at the employer’s worksite.
- (i) Participant and RCTC are each a “Party” to this Agreement and are referred to collectively as “Parties”.
- (j) “Subsidy” means a payment of up to Four Hundred Dollars (\$400.00) per month, not to exceed 50% of the vehicle lease cost, whichever is less, payable to the Vendor by RCTC.
- (k) “System” or “online system” is the method by which Coordinators apply to VanClub and Participants enter reports and submit information required for VanClub participation via an online website. The system can be accessed by going to [VanClub.net](http://VanClub.net).

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3. **Participant Is a Volunteer.** Participant is a volunteer as defined in California Labor Code section 1720.4. Participant acknowledges that VanClub participation is strictly voluntary and that such participation is not within the course and scope of employment, and further that participation in VanClub does not establish an employment or agency relationship between Participant and RCTC.
4. **RCTC VanClub Guidelines.** Participant agrees to comply with all terms and conditions of this Agreement and with the RCTC VanClub Guidelines (which may be modified from time to time with the latest version found on the system website at VanClub.net). Participant further agrees to submit the following information through VanClub.net online system, for each vanpool passenger before such passenger rides with the vanpool: name, email address, phone number, address, and employer name and phone number.
5. **Subsidy, Online System, Referrals.**
  - (a) RCTC will pay subsidies directly to Vendor. Subsidies are not guaranteed each month and Coordinator is responsible for the full amount of its vehicle lease payment(s) in case any subsidy is not paid for any given month.
  - (b) RCTC will provide to Participant, access to the online system at VanClub.net, including report forms with instructions and schedules applicable to VanClub. Participant will record and maintain daily and monthly records as required by VanClub, utilizing required forms and formats as provided by RCTC and submitting those records to RCTC in accordance with VanClub Guidelines.
  - (c) RCTC will promote, advertise and provide ridesharing referral services for VanClub participation and vanpool seat availability.
  - (d) The Parties agree not to discriminate against any person because of race, creed, color sex, age, sexual orientation, disability, or employer group, or other protected class under state or federal law.
6. **Term of Agreement.** This Agreement shall become effective on the date the RCTC VanClub staff notifies Participant of VanClub approval and shall continue until terminated pursuant to the provisions of this Agreement.
7. **Reporting.** Participant shall complete and maintain a monthly report log/form, which shall be inputted into VanClub.net, by no later than the seventh (7<sup>th</sup>) day of the month, covering the preceding month.
8. **Public Access.**
  - (a) **Non-discrimination.** The vanpool is open to the public. 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 immediately by emailing [info@vanclub.net](mailto:info@vanclub.net) or by calling 844-VANCLUB (844.826.2582).
  - (b) **No Screening of Referrals.** Participant acknowledges and understands that the RCTC Vanpool Program provides ridesharing referral services for vanpool seat availability but does not conduct character screening or background checks. RCTC shall have no responsibility or liability for any acts or omissions of vanpool passengers or referrals. To the fullest extent permitted by law, Participant agrees to defend and indemnify RCTC, and its officers, directors, employees, affiliates, and agents from any claims, allegations, costs, damages, fines, penalties, or fees, including reasonable attorneys' fees, expert fees, and costs, arising out of, or caused by any acts or omissions of any vanpool passengers.
  - (c) **Accommodations for Riders with Disabilities.** RCTC-subsidized vanpools must comply with the requirements of the Americans with Disabilities Acts (collectively, "ADA"). If a person with a disability applies for an existing vanpool vacancy, Participant(s) shall make (itself or with the Vendor) any ADA-

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required accommodations for such individual. Participants are required to comply with this and all ADA requirements. Subject to the Coordinator's lease, additional charges may apply to modify a leased vanpool vehicle to accommodate a rider with a disability, for which RCTC is not responsible, and any such costs of accommodation shall solely be Participant's responsibility. To the fullest extent permitted by law, Participant agrees to defend and indemnify RCTC, and its officers, directors, employees, affiliates, and agents from any claims, allegations, costs, damages, fines, penalties, or fees, including reasonable attorneys' fees, expert fees, and costs, arising out of, or caused by any actual or alleged violation of ADA.

- 9. Vanpool Use.** Personal use (defined as use of a vehicle for purposes other than traveling to and from a place of work, or to and from college or post-secondary school to attend classes) of the leased vehicle is permitted (subject to Coordinator's agreement with the Vendor) but shall not exceed 20% of total van miles traveled during a calendar month period. RCTC may immediately terminate this Agreement without penalty and withhold and recoup (within five days of demand) all subsidy payments for any violations of this Article 9. Participant shall be liable to RCTC for any and all claims, costs, damages, fines, penalties, or fees, including reasonable attorneys' fees, expert fees, and costs, arising out of, or caused by any actual or alleged violation of this Article 9.
- 10. Indemnification.** Without limiting any other provision in this Agreement, and to the fullest extent permitted by law, Participant, in consideration of permission to participate in VanClub, assumes full responsibility and all risk of property damage, personal injury or loss, including bodily injury and death, caused by or arising out of his/her VanClub participation. RCTC, its directors, officers, affiliates, employees and agents shall not be responsible for any liability arising from any act or omission of Participant, Participant's employer, Coordinator, Vendor, Primary Driver, Employer Rideshare Representative, Reporter, or any of the foregoing's officers, agents, affiliates, employees or subcontractors based on participation in VanClub and complying with VanClub Guidelines. To the fullest extent permitted by law, Participant agrees to defend and indemnify (with legal counsel approved by RCTC), protect and hold harmless RCTC, its directors, officers, employees, affiliates, agents and volunteers (collectively "Indemnitees"), from any and all claims, actions, losses, damages and/or liability arising out of or alleged to arise out of any vanpool- related activity, including but not limited to, acts, errors, or omissions of any person or entity, and for any costs or expenses incurred by RCTC on account of any claim. Participant's indemnification obligation applies to RCTC's "active" as well as "passive" negligence but does not apply to RCTC's "sole negligence" or "willful misconduct" within the meaning of Civil Code Section 2782.
- 11. Access to Records.** Participant authorizes the Coordinator and the Vendor to release to RCTC VanClub staff records pertaining to the RCTC Vanpool Program, including, but not limited to: Primary Driver, Reporter and Coordinator contact information; Coordinator-Vendor agreements; lease information; actual monthly invoice/billing statement; and any other documentation relevant to the RCTC Vanpool Program. Participant acknowledges that authorized third parties, including but not limited to, Participant's Employer Rideshare Representative and/or Supervisor, Vendor, and regional rideshare agency representatives may be given access to Participant's submittals to VanClub.net, including, but not limited to reports, applications and forms.
- 12. Other Subsidies/Incentives.** Participant acknowledges that by participating in the RCTC Vanpool Program, Participants and vanpool passengers, are all ineligible for any further subsidies from any other Vanpool Subsidy Program (including, but not limited to the Los Angeles County Metropolitan Transportation Authority, Orange County Transportation Authority, San Bernardino County Transportation Authority, San Diego Association of Governments, SunLine Transit Agency or the Victor Valley Transit Authority). Participant acknowledges that accepting any subsidies from any of the above-mentioned programs shall be grounds for immediate termination of this agreement, without penalty or liability to RCTC. 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.

## 13. Termination.

- (a) **By Participant.** Participant may withdraw from VanClub at any time. Participant may terminate this Agreement via email at [info@vanclub.net](mailto:info@vanclub.net), at least five (5) business days prior to withdrawing from VanClub. If the Coordinator is the Participant that withdraws from the Subsidy Program, then the final RCTC VanClub subsidy will be prorated during the last month of participation based on the number of days the vanpool was in operation that month. No payment of the final vanpool subsidy to the Vendor shall be made until the final Participant report has been completed and submitted to VanClub.net. RCTC has no liability or responsibility for any lease costs or fees, including termination costs, fees or penalties, between Participant, Coordinator and/or Vendor. All responsibilities, obligations, and duties for any lease is solely between and subject to, the lease between Coordinator and each Vendor.
- (b) **By RCTC.** RCTC may terminate this Agreement for its convenience, immediately upon written notice of termination, which may be by telephone, followed by electronic mail or letter, sent to the current Participant address in the online system. Subsidy payment for the final month of participation will be prorated based on the number of days the vanpool operated that month. Participant is not entitled to payment of any termination costs, fees, penalties or damages resulting from termination under this Article.
- (c) RCTC may terminate this agreement for default, including but not limited to, for the following reasons:
- i. Misreporting of vanpool operation;
  - ii. Unauthorized use of the vanpool or the RCTC Vanpool Program;
  - iii. Repeated failure to submit scheduled reports and/or records to VanClub.net or to Program Staff;
  - iv. Operation of the leased vehicle becomes inconsistent with VanClub eligibility requirements;
  - v. Failure to provide timely responses to requests for information such as, but not limited to, those listed in RCTC's VanClub Guidelines;
  - vi. Failure to comply with this Agreement and its terms;
  - vii. Failure to comply with the most current version of the RCTC VanClub Guidelines; or
  - viii. Discontinuance of vanpool operation during the term of Agreement.

## 14. Participant expressly acknowledges that:

- (a) The Coordinator directs and is responsible for the activities of their respective vanpool group, including, but not limited to: Coordinator, riders, a Reporter, the Primary Driver (if the Coordinator is not also the Primary Driver).
- (b) The Coordinator shall designate through the online system a Primary Driver and/or a Reporter. Coordinator shall ensure that the Primary Driver and Reporter (if any) read and electronically sign their own Participation Agreement with RCTC. The Coordinator is ultimately responsible for submitting the monthly reports into VanClub.net, according to the RCTC VanClub Guidelines.
- (c) Subsidies may be denied at the discretion of RCTC for any vanpool application that is not in accordance with the RCTC VanClub Guidelines. Any inappropriate use of the VanClub will require that Participant reimburse all VanClub costs to RCTC.
- (d) RCTC may terminate the funding for Participant's vanpool, without obligation, if ProgramStaff deems that it is in the best interest of the Program to do so.
- (e) RCTC may discontinue or terminate the VanClub subsidy program if funding is no longer available, or if for any other reason discontinuance is deemed in RCTC's best interest.
- (f) RCTC may establish a wait list for VanClub enrollment or change the RCTC VanClub Guidelines.

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- (g) RCTC may promote and advertise vanpool route information and seat availability to the general public for passenger solicitation purposes, which may include, but not be limited to the release of the Coordinator's first and last name, e-mail and phone contact information to individuals interested in joining a vanpool.
- (h) In consideration of the benefits provided through the Program and to make sure Participant is fully informed about the Program, Participant agrees to receiving calls, cell phone notifications, and/or electronic mail including push notifications (including NOT opt-ing out or unsubscribing from applicable mailings lists) communications from VanClub, RCTC or Participant's Leasing Vendor, at any time during which Participant actively receives a RCTC VanClub subsidy. If you do not have access to a computer or the internet, call us for assistance at 844-VANCLUB (844-826-2582). If at any time Participant chooses to unsubscribe from the above mentioned participation-related notifications, Participant must terminate their participation in the VanClub program.

## 15. Miscellaneous.

- (a) RCTC shall not act as arbiter, nor be a party or deemed a party to, any disputes among or between vanpool passengers, Participant, Coordinator, Primary Driver, Vendor, Employer Rideshare Representative, or Reporter.
- (b) Safety-related complaints are the responsibility of the Participant. Any such complaints shall be directed to the Vendor and/or Coordinator, who will investigate and address the complaint within one (1) business day. Drivers who exhibit unsafe driving practices may result in the vanpool to lose subsidy payments.
- (c) The RCTC VanClub Guidelines (as modified by RCTC from time to time and posted on VanClub.net) and the VanClub Application (as submitted by Coordinator and approved by RCTC Program Staff) and available on VanClub.net website, are hereby incorporated into this Agreement, and, together with this Agreement, contain all of the terms and conditions of the Agreement between RCTC and the Participant and supersede all prior verbal or written agreements and understandings between the Parties with respect to the RCTC Vanpool Program.
- (d) Any changes or additions to this Agreement must be agreed in writing to by the Parties.
- (e) Nothing in this Agreement shall be construed to limit the right of RCTC to adjust or modify its services or perform any other lawful functions.
- (f) Nothing in this Agreement shall be construed to give rights to any person or entity that is not party to this Agreement.
- (g) In the event that any section or part of section of this Agreement shall, for any reason, be determined by a court or tribunal to be invalid or unenforceable: the remaining section and parts of sections shall not be affected, impaired or invalidated, shall remain in full force and effect and shall continue to be binding on the Parties; and so far as possible, the Parties shall in good faith negotiate an enforceable amendment to the section or part, reflecting the intent of the Parties at the date hereof and achieving almost the same result.
- (h) To the fullest extent allowed by law, and notwithstanding any other stipulation to the contrary, RCTC's liability under or related to this Agreement, including for personal injury (including death) or property damage arising from the performance of vanpool-related activities or the Agreement, shall not exceed the sum of Ten Thousand dollars (US \$10,000.00).
- (i) To the fullest extent allowed by law, in no event shall RCTC be liable for special, punitive, incidental or consequential damages, including any damages resulting from loss of use, loss of profit, or loss of business by any reason, whether arising out of or in connection with the performance of the vanpool-related activity, the Agreement or any other means, and regardless of the form of action upon which a claim for such damages may be based, whether in contract, tort, negligence, strict liability or any other legal or

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equitable theory. To the fullest extent permitted by law, Participant shall protect, indemnify, hold harmless and defend RCTC of and from any loss, cost, damages, or expense arising from any claim asserted against RCTC that is in any way associated with the matters set forth herein.

- (j) Any dispute, controversy, proceeding or claim arising out of or relating to this Agreement, its validity, breach, termination, enforcement, or interpretation, whether in contract, tort, common or statutory law, equity or otherwise (collectively, a “Dispute”), shall be brought exclusively in the Court of the State of California in the County of Riverside (the “Designated Courts”). Each of the parties hereto hereby irrevocably submits with regard to any such action or proceeding for itself and in respect of its property, generally and unconditionally, to the personal jurisdiction of the Designated Courts and agrees that it will not bring any action whether in tort, contract, common or statutory law, equity or otherwise arising out of or relating to this Agreement or any other transaction, or the subject matter hereof or thereof in any court other than the Designated Courts. Each Party knowingly, voluntarily, intentionally, irrevocably and unconditionally waives any right it may have to a trial by jury in respect of any Dispute under this Agreement.
- (k) The prevailing party in any Dispute shall be awarded its costs and attorneys’ fees reasonably incurred by such party in the Dispute.
- (l) In the event of conflicting provisions, the following order of precedence will apply:
  - i. The Participation Agreement,
  - ii. RCTC VanClub Guidelines,
  - iii. VanClub Application.

**16. Participant Authorization.** By checking the “I Agree” button below and writing and signing my name in the Section “Participant Name and Signature” below, and submitting this Agreement, I represent that I am at least 18 years of age, legally authorized to enter into this Agreement, the information provided herein is true and correct, and I have read and understand the above terms and conditions and VanClub Guidelines.

**17. Participant Signature.** Enter your full legal name (at a minimum your first and last name) below, and use your mouse or track pad to sign your name in the space provided 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/wet signature and shall be binding on the party whose name is contained therein.

If you are the vanpool’s Coordinator and if on [VanClub.net](http://VanClub.net) you have designated vanpool participants to serve as the Primary Driver or Reporter for this vanpool, RCTC will generate an email to direct them to the website to review and sign a Participation Agreement. Your application will NOT be approved until their Participation Agreements are submitted and the other application requirements have been met.

If you have any questions regarding your Application or this Participation Agreement, please contact us at [info@vanclub.net](mailto:info@vanclub.net) or call at our 844-VANCLUB (844.826.2582).