



## Volunteer Driver Agreement

Van Number \_\_\_\_\_ VIN \_\_\_\_\_

This Agreement is between (1) the approved volunteer driver, (hereinafter called “**Driver**”), whose signature appears below, and (2) VPSI, Inc., (hereinafter called “**VPSI**”). This agreement shall become effective on the date it is accepted by **VPSI**, as evidenced by the signature of its authorized representative.

### 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 VPSI as the **Driver** and has signed this Agreement.
- B. An **Alternate Driver** is a person who has been approved, in writing, by VPSI 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 an **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 **VPSI** and, 5) **has been issued written approval by VPSI to operate vehicles provided by VPSI.**
- 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. The **Driver** or an **Alternate Driver** is not an agent, servant or employee of **VPSI**. The **Driver** or an **Alternate Driver** is an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- E. Any vehicle assigned by **VPSI** under this Agreement is the property of **VPSI** 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 **VPSI** to operate a vehicle provided by **VPSI**, 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 **VPSI** 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 an appropriate, valid driver's license to operate the vanpool vehicle and further, will comply with any restrictions to such license.
  - 3. Will immediately advise **VPSI** 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 **VPSI** safety video, “The Vanpool Difference” and will, when requested by **VPSI**, be available to participate in a basic driver training or safety awareness orientation offered by **VPSI** or a designated agent, and will cooperate at any time with respect to obtaining the motor vehicle driving record of **Driver**.
  - 5. Shall not consent to or allow the use of the vehicle by anyone other than an **Alternate Driver** in possession of written approval from **VPSI**.
  - 6. Will return the vehicle to **VPSI** in the same condition, and with all the equipment and documents, as when delivered. Upon delivery and return of the vehicle, **Driver** and **VPSI**, 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.



3. Will, upon as provided for



d receipts, reimburse **Driver** for maintenance or repair expenses incurred,

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 **VPSI** or its agent.
6. 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.
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 **Alternate Driver**, while operating a vehicle provided by **VPSI**, from 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, or 4) any liability of **Driver**, **Alternate Driver**, or any employer of **Driver** or **Alternate Driver**, arising while the vehicle is being operated or used during **UNAUTHORIZED USE** as defined in Section II. C. 1.

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

9. Will indemnify, hold harmless and defend **Driver** and **Alternate Driver** against insured claims resulting from the operation of a vehicle provided by **VPSI**, except during **UNAUTHORIZED USE** as defined in Section II. C. 1. and up to an amount as described in Section II. B. 7.

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, and **VPSI** insurance does not apply to any liability arising from such use. **UNAUTHORIZED USE** includes but is not limited to:

- a. **USE OF THE VEHICLE BY ANYONE OTHER THAN THE DRIVER OR AN ALTERNATE DRIVER IN POSSESSION OF WRITTEN APPROVAL FROM VPSI.**
- 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 in any race or speed test or contest.
- d. Use of the vehicle to propel or tow any trailer or other vehicle.
- e. Driving 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, or any business or commercial use of the vehicle.
- g. Driving 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 **VPSI**.
- 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.
- k. Transportation of any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive; or any contraband material.
- 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 of any cell phone device (including a hands free cell phone) or personal audio or video equipment by the **Driver** or **Alternate Driver** while operating the vehicle.
  - p. Use of any cell phone device (including a hands free cell phone) 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 **VPSI** thirty (30) days notice, in writing, unless waived, in writing, by **VPSI**.
    - b. **VPSI** giving thirty (30) days notice, in writing, to **Driver**, without cause.
    - c. **VPSI** giving twenty-four (24) hours notice, in writing, to **Driver** for cause.
  3. Upon the termination of this Agreement, the **Driver** will arrange for and/or pay the cost of the return of the vehicle, any accessories and all documents pertaining to it, to the **VPSI** Customer Service Center location shown below or another location designated by **VPSI** and agreed to by **Driver**.
  4. This Agreement may not be assigned without prior written consent by **VPSI**.
  5. **VPSI** insurance applies only to vehicles supplied by **VPSI** under this Agreement.
  6. **VPSI** 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 to be furnished by **VPSI**.
  7. It is expressly understood neither **VPSI** 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. Any prior agreements, representations or warranties between the parties other than those set forth in this Agreement are rescinded. This Agreement may not be modified or altered except in writing by Addendum attached hereto and signed by both **Driver** and **VPSI**.
  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. All notices and/or correspondence shall be addressed to:

**Driver**  
*Please print name and home address*

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**VPSI, Inc.** World Headquarters  
 1220 Rankin Drive  
 Troy, MI 48083-6004

**VPSI, Inc.** Customer Service Center (at below address)

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

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

\_\_\_\_\_  
**VPSI, Inc.** Title