



**SAN MIGUEL AUTHORITY
FOR REGIONAL
TRANSPORTATION**

Attachment 4

San Miguel Authority for Regional Transportation (SMART) Volunteer Driver Agreement

1. This agreement is between the approved volunteer driver and the San Miguel Authority for Regional Transportation (hereinafter "SMART"). This agreement shall become effective on the date it is signed below by the approved Driver.
2. In consideration for participation as a volunteer driver for SMART funded and organized services, the undersigned Driver represents and agrees to:
3. officially register with the SMART as a volunteer driver;
4. participate as an unpaid volunteer driver and will only use the vehicle to pick up, transport and deliver other passengers to and from designated pickup locations;
5. maintain a valid Colorado driver's license and notify SMART immediately of any changes or restrictions to operating privileges;
6. authorize SMART to obtain driver record history and criminal background checks, as needed;
7. notify SMART staff within 24 hours of any citation for a violation while operating any vehicle;
8. complete volunteer driver orientation and participant training as required by SMART;
9. operate the van at all times in a manner complimentary to the public nature of the program;
10. keep the van locked when not in use;
11. make sure the fleet fuel card is kept in the van and that personal codes are not kept in the

van;

12. be held responsible for conducting pre-trip inspections to assure safe van operations;
13. return the van in the same condition as when delivered (less ordinary wear and tear);
14. park the van in the previously approved, secure location;
15. maintain a clean van, purchase gasoline for the vehicle, comply with recommended or required maintenance service;
16. not drive outside of approved route to pick up and drop off passengers;
17. operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations;
18. be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle while operating it;
19. notify SMART staff immediately of any incident involving property damage, bodily injury, or
20. van damage or loss, and provide written incident report as soon as possible;
21. not use the van to propel or tow any trailer or other vehicle;
22. not allow loading the van beyond the stated passenger and/or weight capacity and not transport any property deemed hazardous;
23. not drive the van off-road or in any potentially unsafe environments or use the van for any reason outside of the service as defined by the SMART Executive Director;
24. not use any mobile phone device (including a hands-free cell phone) or personal audio or video equipment while operating vehicle;
25. not bring any personal items of any size and quantity that impact safety, access in and out of the van, or other passenger comfort;

26. forward fare payments to SMART for the full amount no later than the 15th of each month;
27. act in a courteous manner towards fellow riders and the public, avoiding behavior or communications toward fellow riders or the public that threaten the cohesiveness of the transit service or damages the reputation of SMART (i.e., verbal, physical or sexual harassment, racial slurs or abuse of any form);
28. abide by all laws, regulations, manuals, policies and requirements established by SMART, which are incorporated herein by reference;
29. operate the van only when all passengers are seated and wearing seat belts; driver's responsibility is waived for riders' non-use of a seatbelt;
30. keep appropriate records as required by SMART;
31. immediately resign from driving if any personal health issues render you unsafe to drive;
32. acknowledge that volunteer driver privileges are revocable by SMART at any time for any reason as deemed appropriate by the SMART Executive Director, such as for unsafe driving practices, failing to adhere to Colorado Vehicle Code or SMART policies and procedures, and inappropriate behavior;
33. be personally and individually responsible and liable for all repairs and maintenance costs resulting from his/her failure to adhere to the inspection and maintenance schedules or to promptly report any concern to SMART about the van's safety or function;
34. immediately report to SMART staff any safety or maintenance issues;
35. plan the most direct route to and from work sites;
36. adhere to the published pick-up time and schedule as defined by SMART;
37. defend, indemnify and hold SMART harmless for all damages to person or property that may occur in a collision or accident while driving or from health-related issues not reported to SMART;
38. not smoke in or within 25 feet of the van;

39. not operate the van under the influence of alcohol, marijuana, or any classified drug or substance;
40. not allow the consumption of alcohol or marijuana or any classified drug or substance (in any form) in the van;
41. indemnify, defend and hold harmless SMART, SMART, its authorized agents and employees, for any claims of any nature due to acts or omissions in violation of this Agreement or beyond the scope of the limited license to use the van granted by SMART and from all claims, actions, costs, damages or expenses of any nature whatsoever arising out of or resulting from any delays, tardiness, failure to make an appropriate or scheduled pick up, absence of the van or termination of the program;
42. Volunteer driver further acknowledges and agrees to comply with all SMART policies and all laws concerning the prevention of discrimination and harassment. Ridership and participation in the transit program shall not be denied or restricted based on any trait protected by law, such as race, religion, gender, national origin, or disability status. Volunteer driver is responsible for ensuring that his/her van complies with these policies and is responsible for reporting to SMART any complaints or concerns that are received concerning this subject matter.

INDEMNITY/RELEASE: I acknowledge and agree that at no time shall I or any fellow rider be an agent or representative of SMART during my participation as a volunteer driver. This means that I agree that I am responsible and accountable for my own actions associated with participation as a volunteer driver. As such, I agree to defend and indemnify SMART, its officers and agents, for any claims made which allege any act or omission by me, of any nature. Similarly, I agree to release and hold SMART, its officers and agents, harmless for any acts or omissions of any nature by fellow participants, including my removal as a volunteer driver, because I agree that they are not agents or representatives of SMART and SMART is not responsible for them. I understand and agree that volunteer driver privileges are revocable by SMART at any time for unsafe practices and failing to adhere to SMART policies and procedures. With the intent to be legally bound by the terms of this Agreement, I have signed my name below.

SMART agrees to:

1. provide comprehensive coverage for all vans that is at least the minimum required by law. This is a total insurance limit available to all parties including SMART and the Driver. SMART will allocate this available limit as appropriate. Driver will pay first \$1000 of damage to van as result of an at-fault collision due to gross negligence;
2. coordinate maintenance, inspections, and servicing of the van with the Driver or other designee as agreed to by SMART;

3. provide Driver orientation consisting of safe driving practices and responsibilities.

Driver Name (please print) _____

Address _____

Phone _____

Email [required] _____

Signature: _____ Date: _____