

# UNIVERSITY OF IOWA VAN POOL OPERATING AGREEMENT

Office Use Only
Univ ID _____
<input type="checkbox"/> Driver
<input type="checkbox"/> Backup Driver

\_\_\_\_\_  
(Last Name) (First Name) (M.I.)

Driver's License # \_\_\_\_\_

For the purpose of forming and operating a van pool, the University of Iowa agrees to furnish the use of a 7 or 15 passenger van with the operating costs borne by the van pool members and to assist in forming and maintaining the van pool. The driver will be the primary driver of the van during the term of this agreement. For fulfilling the driver responsibilities, the driver fees are waived.

The driver agrees to be responsible for the following in connection with the operation of the van assigned to him/her:

1. Obtain and maintain a valid state Class D chauffeur's license for operating a van. The cost of the license will be the responsibility of the driver. The backup driver also must maintain a valid state driver's license and be responsible for the cost of their license.
2. Regularly drive the van to and from the assigned University of Iowa parking location and pick up and deliver the other University of Iowa employees who pay to ride with him/her.
3. Wear safety belts properly at all times when the van is in operation.
4. Arrange for service and fuel for the van at the University of Iowa maintenance facilities and clean the vehicle inside and out on a regular basis.
5. Supply a secure parking place (preferably in a locked garage) for the van during non-commuter hours at the driver's residence or another van member's residence.
6. Keep a daily log of riders, mileage and other records, satisfactory to the University of Iowa.
7. Operate the van on a punctual schedule and according to a route approved by the University. The driver is not required to wait more than three minutes for a late passenger.
8. Help arrange alternative transportation for passengers to and from the University in the event the van is not operable due to mechanical failure or other similar emergencies. No reimbursement will be given on those days.
9. Arrange for a backup driver when needed to ensure daily operation of the van.

It is agreed that the following regulations apply to the operation of the van:

1. Operation of the unit is permitted only by the driver and backup driver(s). The driver and backup driver(s) must be properly licensed and trained in the operation of the unit. Loss of license will result in automatic removal as driver or backup driver.
2. The vehicle is to carry no passengers (other than University of Iowa employees) to and from the University of Iowa facilities.
3. The vehicle is not to be used to carry passengers or freight for hire or for any other purpose involving pay for transportation, other than the specific purpose of the University of Iowa Van Pool Program.
4. Use of the vehicle to pull trailers is not allowed. No trailer hitches, temporary or permanent, are to be attached to the van.

5. Repair work will be done only by those approved by the University. All repair work, except in emergency situations, must have prior approval of the University.
6. Accessories, including appearance items, or additional equipment will not be added or removed without prior approval of the University.
7. The vehicle is to be driven only on hard surface public streets and highways and other normal access roads and driveways, and is not to be driven off normal roads, on frozen lakes and rivers, or in any other manner that would expose the vehicle to unsafe conditions.
8. The vehicle is not to be driven over bridges posted for a maximum weight of 4 tons or less.
9. The driver is responsible for promptly reporting any accident involving bodily injury or property damage. The driver will be responsible for completing and filing the appropriate state motor vehicle bureau accident report as well as the University of Iowa vehicle accident report. Such a report is also to include injury to a passenger in the van even though no other party is involved.
10. Any traffic violation involving the van is the responsibility of the driver. The driver and/or backup driver are to report promptly any traffic violation to the University of Iowa.
11. The University of Iowa, at its sole option, may dissolve any van pool that is unable to maintain the minimum of nine paying passengers for 15-passenger van/three paying passengers for a 7-passenger van and/or which is operating uneconomically.
12. The fares charged to passengers will be periodically reviewed by the University of Iowa and increased or decreased consistent with the cost of operation.

**DRIVER**

This agreement may be terminated by either party on sixty (60) days written notice delivered to the other party in person, by email or by mail. In addition, it will terminate automatically on (a) termination of driver's employment with the University of Iowa, (b) loss by the driver of the required state driver's license or (c) breach by the driver of the terms of this agreement.

I have read the Van Pool Operating Agreement and agree to be bound by its terms. I understand participation is a privilege and not a benefit of employment.

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Signature of Driver Date

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Signature of Van Pool Coordinator Date

**BACKUP DRIVER**

I have read the Van Pool Operating Agreement and agree to be bound by its terms in serving as backup to the driver. I understand participation is a privilege and not a benefit of employment. I understand that breach of such terms will result in automatic termination of my rights to serve as backup driver.

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Signature of Backup Driver Date

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Signature of Van Pool Coordinator Date