

Louisiana Area Commuter Transportation

Alternate Volunteer Driver Agreement

Van Number _____ /Primary Driver Name _____

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

I. DEFINITION OF TERMS

As used in the Agreement, the following terms are defined as indicated below:

- A. An **Alternate Driver** is a person who has been approved, in writing, by LACT as an **Alternate Driver** and has signed this Agreement.
- B. The **Driver** is a person who has been approved, in writing, by LACT as the **Driver** and has signed a Volunteer Driver Agreement.
- C. An **Alternate Driver** and the **Driver** are vanpool participants who volunteered to be an approved **Alternate Driver** or the **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 **LACT** and, 5) **has been issued written approval by LACT to operate vehicles provided by LACT.**
- D. An **Alternate Driver** and the **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. An **Alternate Driver** or the **Driver** is not an agent, servant, or employee of **LACT**. An **Alternate Driver** and the **Driver** are each an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- E. Any vehicle assigned by **LACT** under this Agreement is the property of **LACT** and this Agreement is a contract to permit use of the vehicle only by an **Alternate Driver** or the **Driver** who are each in possession of written approval issued by **LACT** to operate a vehicle provided by **LACT**, 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. **Alternate Driver** represents and agrees that he/she:
 - 1. Will participate in a **LACT** commuter vanpool as a volunteer **Alternate Driver** and will use the vehicle to pick up, transport and deliver other vanpool participants to and from parking ride facilities (or other locations agreed to by **Alternate Driver** and/or **Driver** and approved by **LACT**) and their places of employment (or other locations agreed to by **Alternate Driver** and/or **Driver** and approved by **LACT**), 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 **LACT** in the event of:
 - a. Cancellation, lapse or change of the license of **Alternate Driver**.
 - b. Termination of **Alternate Driver’s** principal employment.
 - 4. Has viewed the **LACT** safety video, “The Vanpool Difference” and will, when requested by **LACT**, be available to participate in a basic driver training or safety awareness orientation offered by **LACT** or a designated agent, and will cooperate at any time with respect to obtaining the motor vehicle driving record of **Alternate Driver**.
 - 5. Shall not consent to or allow the use of vanpool vehicle by anyone other than an **Alternate Driver** or the **Driver** in possession of written approval from **LACT**.
 - 6. In the absence of the **Driver**, is responsible for obtaining maintenance service and will:
 - a. Maintain a clean vehicle - exterior and interior.
 - b. Purchase gasoline for the vehicle at major name-brand service stations.
 - c. Comply with recommended or required maintenance service in accordance with **LACT** instructions.
 - d. Check and adjust all tire pressures to conform to manufacturer’s specifications particular to the vehicle (as found on the placard, or sticker, attached to the driver door post, driver door edge, fuel door or glove box).
 - e. Obtain **LACT** authorization prior to having any other maintenance or repair performed, **except** for individual items of less than \$25 such as engine oil, anti-freeze, transmission fluid, wiper blades, fuses, bulbs or headlights which are necessary for the safe operation of the vehicle.
 - 7. Will not drive outside of a 100-mile radius of **Alternate Driver’s** home without specific written approval, in advance, from **LACT**.
 - 8. Will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.

9. Will be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle.

10. Will notify **LACT** within 24 hours of any moving violation by **Alternate Driver** involving the operation of any vehicle and will send to **LACT**, proof of the resolution of any violation involving a vehicle provided by **LACT**, within thirty (30) days of such resolution.

11. Will, in the case of any incident or accident or any other loss or damage to or involving the vehicle:

- a. Immediately notify and provide information to **LACT** or the designated agent of **LACT**, regarding any incident or accident involving bodily injury or property damage or, in the event **LACT** cannot be notified, report to the Insurance Company in accordance with published accident reporting instructions.
- b. Provide a written accident report to **LACT** within 24 hours of the incident or accident.
- c. Cooperate fully with **LACT**, its insurer and other agents or representatives of **LACT** in all incident or accident investigations and/or settlements.

B. **LACT** represents and agrees it:

1. Will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the vanpool.

2. Will provide, at its expense, vehicle licensing, and vehicle registration and vehicle maintenance.

3. Will, upon review and approval of original paid receipts, reimburse **Driver** for maintenance or repair expenses incurred, as provided for in this Agreement.

4. 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.

5. Will, at its expense, provide automobile liability insurance, state authorized self-insurance, or excess liability insurance, or a combination thereof, equal to a combined single limit (CSL) of \$1,000,000.00 to protect **Alternate Driver** and **Driver**, while operating a vehicle provided by **LACT**, from claims made by others for bodily injury (including death) and property damage.

This insurance will not apply to: 1) any obligation for which **Alternate Driver**, **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 **Alternate Driver** or **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 **Alternate Driver**, **Driver**, or any employer of **Alternate Driver** or **Driver**, arising while the vehicle is being operated or used during **UNAUTHORIZED USE** as defined in Section II. C. 1.

6. Will assume the risk of loss of or damage to a vehicle provided by **LACT** 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.

7. Will indemnify, hold harmless and defend **Alternate Driver** and **Driver** against insured claims resulting from the operation of a vehicle provided by **LACT**, except during **UNAUTHORIZED USE** as defined in Section II. C. 1. and equal to an amount as described in Section II. B. 6.

C. The Parties further agree:

1. The operation of a vehicle by any person with the knowledge or consent of **Alternate Driver** or **Driver** under any of the following conditions, hereinafter called **UNAUTHORIZED USE**, constitutes a material breach of this Agreement, and **LACT** 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 AN ALTERNATE DRIVER OR THE DRIVER IN POSSESSION OF WRITTEN APPROVAL FROM LACT.**
- 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 **Alternate Driver**, **Driver** or a vanpool participant

without prior written approval from **LACT**.

- i. Use of the vehicle 1) without making a reasonable effort to ensure all occupants, including the **Alternate Driver** or **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 or abuse of the vehicle by **Alternate Driver, Driver** or vanpool participant who, as a result of reckless misconduct or gross negligence, damages the vehicle or causes injury or property damage to others.
 - p. Use of any cell phone device (including a hands free cell phone) or personal audio or video equipment by the **Alternate Driver, Driver** while operating the vehicle.
2. This Agreement shall be terminated by:
- a. **Alternate Driver** giving LACT thirty (30) days notice, in writing, unless waived, in writing, by **LACT**.
 - b. **LACT** giving thirty (30) days notice, in writing, to **Alternate Driver**, without cause.
 - c. **LACT** giving twenty-four (24) hours notice, in writing, to **Alternate Driver** for cause.
3. This Agreement may not be assigned without prior written consent by **LACT**.
4. **LACT** insurance applies only to vehicles supplied by **LACT** under this Agreement.
5. **LACT** shall not be responsible to **Alternate Driver, 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 **LACT**.
6. It is expressly understood neither **LACT** nor its insurance company will be responsible for any person's property lost, stolen, or damaged in or from the vehicle.
7. 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 **Alternate Driver** and **LACT**.
8. 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.

9. All notices and/or correspondence shall be addressed to:

Alternate Driver (Please print name and home address)

LACT, LLC Service Location
1189 FREMAUX AVENUE
Slidell, LA 70458
PH (985) 649-7887 FAX (985) 288-0530

LACT, LLC Correspondence Center
P.O. BOX 307
Slidell, LA 70459
PH (985) 649-7887 FAX (985) 288-0530
lactvanpool@aol.com

Agreed to this ____ day of _____, 20__ by:

Alternate Driver's Signature

LACT, LLC Title