

Enterprise Rideshare VANPOOL COORDINATOR AND OPTIONAL DRIVER APPLICATION & AGREEMENT

Please type or print all information

Note: You must list at least 3 years of residence and employment history.

VANPOOL COORDINATOR INFORMATION							
First		Middle		Last		Social Security Number	
Current Address			City		State	Zip	Years at this Address
Previous Address			City		State	Zip	Years at this Address
Home Phone		Work Phone		Ext	Work Fax		EMAIL Address:
Employer Name		Position		Department		Supervisor	Work Hours Arrive / Depart
Employer Address			City		State	Zip	Years/Months Employed
Former Employer (if less than 5 years with current employer)							Years/Months Employed
DRIVING INFORMATION							
Birth Date		Driver's License Number			Driver's License State	Driver's License Expiration Date	
Total Years Driving Experience	Total years licensed in State		Number of Moving Violations in last 5 years		Number of "At Fault" Accidents in last 5 years		
If Licensed less than 5 years, list previous State(s) and License #(s)				Name of your Automobile Insurance Company			
Your Automobile Insurance Policy Number				Insurance Agent's Phone Number			

Will the Vanpool Coordinator also be a Driver of the Vehicle? YES NO

By signing at the bottom of the attached Vanpool Coordinator Agreement, I certify that the above statement and supporting schedules, if any, are complete and accurate as of the date indicated. I authorize Enterprise to investigate my credit and employment history in connection with the establishment, maintenance and collection of my account.

CONSENT TO DRIVING RECORDS CHECK (for Coordinators who will be Drivers)

Initial _____ Date _____

Applicant agrees that Applicant's eligibility for the Enterprise Rideshare Program and Applicant's access to use any Vehicle may be subject to a check, either manually or electronically, of the validity of Applicant's official driving record and to the verification of any Vehicle insurance information as may be required by this Agreement or the Enterprise Rideshare Program.

Such validity checks shall be performed upon (i) receipt of Applicant's Application and prior to approval, (ii) the annual anniversary of Applicant's initial membership date and (iii) upon Applicant's drivers license expiration date.

Any discrepancies discovered concerning the validity of Applicant's driver's license could result in Applicant's suspension or elimination from the Enterprise Rideshare Program.

If you wish to refuse this authorization then you must do so by notifying Enterprise Rideshare in writing at 2775 Blue Water Road, Eagan, MN 55121. You may also revoke this authorization at any time, upon written notice to Enterprise Rideshare at 2775 Blue Water Road, Eagan, MN 55121. Any revocation or refusal may result in suspension or termination from the Enterprise Rideshare Program at the sole discretion of Enterprise.

Initial _____ Date _____

VANPOOL COORDINATOR AND OPTIONAL DRIVER AGREEMENT

This VANPOOL COORDINATOR AGREEMENT (this "Agreement") is made and entered into by and between (Enterprise Leasing Company of Minnesota, LLC), doing business as ENTERPRISE RIDESHARE ("Enterprise"), and the individual whose name and address is set forth on the signature page of this Agreement (the "Vanpool Coordinator").

Enterprise and Vanpool Coordinator agree as follows:

1. **The Vehicle.** During the term of this Agreement, Enterprise will provide the Vanpool Coordinator with the use of _____ () vehicle(s) as agreed upon in writing at the time of delivery in the Delivery Details Sheet (an example of which is set forth on Exhibit A ("Vehicle(s)"). Enterprise may from time to time at its option substitute a replacement vehicle for the Vehicle and such replacement vehicle will then become the "Vehicle" for purposes of this Agreement.

2. **Ownership of Vehicle; Vanpool Coordinator as Driver.** Enterprise or an entity affiliated with Enterprise is the sole and exclusive owner of the Vehicle and the Vanpool Coordinator has no right, title or interest in or to the Vehicle except as to the use of the Vehicle subject to the terms and conditions of this Agreement.

If Vanpool Coordinator is also a Driver:

(a) Enterprise hereby agrees to allow Vanpool Coordinator to use and operate the Vehicle as a Driver upon and subject to the terms and conditions of this Agreement. Vanpool Coordinator understands that Enterprise may terminate Vanpool Coordinator's right to use the Vehicle at any time with or without cause, notwithstanding anything to the contrary provided in paragraph 12.

(b) Vanpool Coordinator hereby assumes and agrees to perform and observe all of the obligations, duties and responsibilities of a Driver under this Agreement. Vanpool Coordinator agrees that Enterprise may from time to time amend this Agreement without notice to or consent of Vanpool Coordinator. Vanpool Coordinator shall be responsible for prompt and complete payment for Vanpool Coordinator's portion or share of the Vanpool charges and expenses.

(c) Vanpool Coordinator will maintain an appropriate, valid driver's license to operate the Vehicle for its intended use including any applicable medical exam requirements, and they will at all times comply with all applicable restrictions contained in their license and regulatory restrictions based upon intended use.

(d) Vanpool Coordinator will within twenty-four (24) hours notify Enterprise in the event of (i) cancellation or lapse of the their driver's license or (ii) termination of their principal employment.

(e) Vanpool Coordinator will be solely responsible for any citations, and any resulting fines, fees and expenses, in connection with their use or operation of the Vehicle.

(f) Vanpool Coordinator will within three (3) days notify Enterprise of the issuance of any citation involving the use or operation of the Vehicle.

(g) Vanpool Coordinator will not make any additions, alterations or modifications to the Vehicle (including removing the decals) without Enterprise's prior written consent.

(h) Vanpool Coordinator will promptly and completely provide payment to Driver's Vanpool Coordinator for Driver's portion or share of the Vanpool charges and expenses.

(i) Vanpool Coordinator certifies under penalty of perjury that they have not been convicted of Drunk Driving, Reckless Driving, or a Hit-and-Run offense in the past 5 years. Vanpool Coordinator further agrees to notify Enterprise within twenty-four (24) hours if they are convicted of these or any other moving violations.

(j) Vanpool Coordinator will indemnify Enterprise from and against any and all losses, damages, liabilities, suits, claims, demands, expenses and costs (including, without limitation, reasonable attorneys' fees and expenses) which Enterprise may incur by reason of Vanpool Coordinator's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement or as a result of any loss, damage, theft, destruction or fraudulent rental of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle unless caused by the sole negligence of Enterprise or its employees. Any and all indemnity provisions shall survive the termination of this Agreement. Vanpool Coordinator's indemnity obligations hereunder shall not apply to the extent covered under paragraph 10 hereunder.

3. **Term.** The Agreement begins on the date the first Vehicle is delivered to or is made available for pickup by the Vanpool Coordinator and continues on a month-to-month basis until terminated as provided below. The initial Rental Contract for each Vehicle shall apply throughout the entire term of the rental for such Vehicle even if Enterprise assigns Vanpool Coordinator one or more new contract numbers during such term for billing purposes. Notwithstanding the foregoing, Enterprise,

at its option, shall have the right to require Vanpool Coordinator to from time to time execute a new Rental Contract with respect to any given Vehicle.

4. **Rental Contracts.** For each Vehicle rented, Vanpool Coordinator must execute Enterprise's then current standard form of rental contract in the jurisdiction in which the rental occurs as well as the Enterprise Large Van Rental Addendum, if applicable, (each, a "Rental Contract"), incorporated herein by reference. In the event of a conflict between the terms of this Agreement and the terms of any individual Rental Contract, the terms of this Agreement shall govern and control. However, the specific terms of the individual Rental Contracts shall govern and control to the extent that they do not conflict with any of the terms or provisions set forth in this Agreement. Vanpool Coordinator shall distribute and provide a copy of the Enterprise Large Van Rental Addendum to each authorized Driver. In order to allow Enterprise to provide Vehicles to Vanpool Coordinator in a prompt and efficient manner, Vanpool Coordinator (a) authorizes Enterprise to act upon any oral or written notice, instruction and/or signature given or made by any person who Enterprise in good faith believes to be authorized to act on Vanpool Coordinator's behalf (each, an "Authorized Person"), (b) authorizes Enterprise to allow any Authorized Person to sign Rental Contracts and to deliver Vehicles to locations requested by any Authorized Person, (c) agrees that Vanpool Coordinator will be bound by all acts and omissions of all Authorized Persons, (d) agrees to defend and indemnify Enterprise and hold Enterprise harmless from and against any and all claims, demands, damages, liabilities, losses and costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) relating to or arising out of or in connection with any acts or omissions of any Authorized Person and (e) agrees that, in the event Enterprise delivers a Vehicle to a location requested by an Authorized Person and no Authorized Person is present at such location at the time of delivery, the applicable Rental Contract for such rental will be binding upon Vanpool Coordinator without Vanpool Coordinator's signature on such Rental Contract and that, upon Enterprise's request, Vanpool Coordinator will arrange for such Rental Contract to be signed by Vanpool Coordinator.

5. **Use Charge.** (a) The Vanpool Coordinator will pay Enterprise a use charge for the Vehicle in the amount of \$ [REDACTED] per month, plus applicable taxes and required charges. The use charge is payable monthly in advance on the fifth (5th) day of the month covered by the statement from Enterprise. Partial months will be pro-rated based on a thirty (30) day month.

(b) The Vanpool Coordinator agrees that Enterprise may change the monthly use charge at any time upon forty-five (45) days prior written notice to the Vanpool Coordinator.

(c) If the Vanpool Coordinator fails to pay the use charge or any other amount due hereunder within ten (10) days after the due date thereof, the Vanpool Coordinator will pay Enterprise a late fee of the lesser of five percent (5%) of the late payment or the highest amount permitted by applicable law.

(d) If any financial institution returns the Vanpool Coordinator's check, the Vanpool Coordinator will pay Enterprise a dishonored check fee of the lesser of \$50.00 or the highest amount permitted by applicable law. In addition, if Enterprise receives two (2) dishonored checks from the Vanpool Coordinator during the period of this agreement, then the Vanpool Coordinator will no longer be allowed to submit personal checks as payment. A money order or bank cashier's check will be required.

6. **Drivers.** The Vanpool Coordinator is fully responsible for ensuring that only individuals who have completed a Driver Application and Agreement with Enterprise and who have been approved by Enterprise in writing will be allowed to use or operate the Vehicle and only as permitted in their Driver Agreement. Driver, as used hereinafter, means any individual who has completed the approval process and who has been approved in writing by Enterprise. Enterprise has the continuing right to approve Drivers according to Enterprise's driver qualification standards. The Vanpool Coordinator agrees to remove any Driver who either fails to meet Enterprise's driver qualification standards, or who has operated the Vehicle unsafely, as determined by Enterprise. **The Vanpool Coordinator acknowledges and agrees that they have no rights or permission to drive the Vehicle unless they (i) have completed the separate Driver Application and Agreement or (ii) have selected the Optional Driver selection in this Agreement and (iii) have been approved in writing by Enterprise as a Driver.**

7. **Use of Vehicle.** (a) The Vehicle will be used solely to pick up, transport and deliver other vanpool/carpool participants to and from their residences (or other similar locations agreed to by the Vanpool Coordinator and the passengers) and their places of employment. The Drivers may use the Vehicle for occasional and limited personal use so long as the total of personal miles plus commute miles for the month do not exceed the monthly mileage allowance for the Vehicle. The Drivers will at all times operate the Vehicle in accordance with all applicable laws, rules and regulations and will not operate the Vehicles in an unsafe manner or when the Vehicle is in an unsafe condition or if the Vehicle's mechanical condition is in doubt. No smoking will be allowed in any Vehicle.

(b) The Vanpool Coordinator agrees not to use (if Vanpool Coordinator is also a Driver) or allow use of the Vehicle under any of the following conditions: (i) under the influence of alcohol, narcotics or other intoxicants; (ii) use or operation of the Vehicle by anyone other than an Enterprise-approved Driver; (iii) propelling or towing any trailer or other vehicle; (iv) driving, except in an emergency, upon other than paved public highways or paved or suitable graded private roads or driveways, or over bridges posted for a maximum weight of three (3) tons or less; (v) driving outside of a two hundred (200) mile radius of the applicable Driver's home; (vi) parking the Vehicle overnight, other than at a Driver's residence, without Enterprise's prior written

approval; (vii) operation of the Vehicle without making reasonable effort to ensure that all occupants including the Driver are wearing their seat belts; (viii) transporting groups, such as church groups, scout troops, athletic teams, or any other non-profit organizations; (ix) transporting any property deemed hazardous including but not limited to items that are potentially flammable, explosive, fissionable or corrosive or any drugs or contraband material; or (x) loading the Vehicle beyond the manufacturer's stated passenger capacity.

8. **No Agency or Employment Arrangement**. The Vanpool Coordinator and Enterprise are an independent parties participating with one another in a vanpool/carpool arrangement and neither party shall be an agent, servant or employee of the other. Nothing in this Agreement shall establish any joint venture or other such relationship between Enterprise and Vanpool Coordinator.

9. **Maintenance**. (a) The Vanpool Coordinator agrees to maintain the Vehicle in safe, clean condition and in accordance with the manufacturers recommended maintenance guidelines and or the Enterprise recommended maintenance requirements and all legal requirements. Vanpool Coordinator is required to perform a daily inspection of each Vehicle, including (a) inspecting the Vehicle to identify any damage or potential safety concern, (b) inspecting headlights, running lights, brake lights and turn signals and ensuring proper operation, (c) checking and maintaining all fluid levels, (d) checking tires to ensure proper tread depth and tire wear and (e) checking tire pressure and maintaining tire pressure per the manufacturer's recommendations. Vanpool Coordinator will not permit the operation of any Vehicle if there is any concern regarding the safe operation of such Vehicle or maintenance issues which could cause damage to the Vehicle. In the event access to a Vehicle is needed for a manufacturer recall, Vanpool Coordinator shall make the Vehicle available to Enterprise immediately. Enterprise agrees to pay directly or reimburse Vanpool Coordinator for all maintenance and repair expenses (other than gasoline and washes which are the responsibility of the Vanpool Coordinator) incurred in connection with the normal use and operation of the Vehicle in accordance with the terms of this Agreement. Maintenance that exceeds normal wear and tear standards would be the responsibility of the Vanpool Coordinator. Enterprise's shall provide a vehicle condition checklist, which will be used to determine vehicle condition at the time of delivery and at time of return of the vehicle. Except in an emergency, (i) all maintenance and repair work on the Vehicle must be performed only at facilities selected by Enterprise and (ii) the Vanpool Coordinator must obtain Enterprise's authorization prior to having maintenance or repair work performed except for individual items of less than \$25.00. The Vanpool Coordinator will permit representatives of Enterprise to inspect the Vehicle at any time. If the Vehicle becomes inoperable, Enterprise will provide the Vanpool Coordinator with substitute transportation.

(b) The Vanpool Coordinator agrees that they will not make any additions, alterations or modifications to the Vehicle (including removal of the decals) without Enterprise's prior written consent.

10. **Insurance and Risk of Loss**. (a) Enterprise will, at its expense, obtain and maintain in effect during this Agreement bodily injury and property damage liability insurance coverage and Uninsured/Underinsured Motorist Coverage with no deductible in the amount stated on the insurance certificate. This insurance will not apply to (i) any obligation for which a Driver or any insurance carrier may be held liable under any Worker's Compensation law or any similar law, rule or regulation, (ii) no fault benefits or personal injury protection, and the Vanpool Coordinator expressly agrees to waive any right of claim for these benefits from this insurance, (iii) any obligation assumed by a Driver under any express or implied contract, or (iv) any liability of a Driver, or any employer of a Driver, arising while the Vehicle is being operated or used in violation of any of the terms of this Agreement.

(b) Enterprise will assume the risk of loss of or damage to the Vehicle from a collision or peril except to the extent such loss or damage occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. The Vanpool Coordinator and the applicable Driver will be responsible for any loss of or damage to the Vehicle (i) which does not result from a collision or peril which would be insured against by standard comprehensive automobile physical damage insurance, or (ii) which occurs while the Vehicle is being operated or used in violation of any of the terms of this Agreement. Enterprise will not be responsible for any loss of or damage to any personal property which is left in or on the Vehicle.

(c) In addition the Vanpool Coordinator and the applicable Driver will be responsible for all loss of or damage to the Vehicle which results from (i) leaving the Vehicle and failing to remove all keys (unless directly instructed to do so by Enterprise related to maintenance or a breakdown); (ii) failing to close and lock all doors and windows; (iii) leaving the Vehicle parked in a parking lot or other location where it has been previously vandalized or damaged, or (iv) otherwise contributing to the vandalism or theft of the Vehicle.

(d) The Vanpool Coordinator will immediately report to Enterprise any accident involving the Vehicle which results in any bodily injury or property damage and will complete and file with Enterprise a written report within three (3) days of the accident or loss. Upon receipt, the Vanpool Coordinator will immediately send to Enterprise each request, demand, order, notice, summons or other pleading received in connection with any accident involving the Vehicle. The Vanpool Coordinator will cooperate fully with Enterprise, its insurer and other agents or representatives in all accident investigations and settlements. The Vanpool Coordinator will not assume any obligation, make or commit to make any payment or incur any expense on Enterprise's behalf without its prior written consent.

(e) All of the insurance provided by this paragraph 10 applies only to the Vehicle and the use and operation of the Vehicle by a Driver.

11. **Titling and Registration of Vehicle.** Enterprise will, at its expense, title, register and license the Vehicle.

12. **Termination.** This Agreement shall be terminated by:

(a) The Vanpool Coordinator giving Enterprise thirty (30) days notice **in writing**; once the notice has been submitted in writing by mail or fax, it is the Vanpool Coordinator's responsibility to verify that it has been received by Enterprise. The 30-day notice period will begin from the time that Enterprise has **received the notice in writing**.

(b) Enterprise giving thirty (30) days notice in writing to the Vanpool Coordinator, without cause; or

(c) Enterprise giving twenty-four (24) hours notice in writing to the Vanpool Coordinator for cause (including, but not limited to, (i) the Vanpool Coordinator's failure to pay any of the charges under this Agreement when due and (ii) Vanpool Coordinator or any Driver's breach of any of the other terms, provisions or conditions of this Agreement; and (iii) Vanpool Coordinator (if approved as a Driver) or any Driver's operation of the Vehicle unsafely, as determined by Enterprise).

(d) Termination of this Agreement, for any reason, shall not relieve Vanpool Coordinator of any payment obligations as set forth in this Agreement.

(e) Termination of this Agreement may, in the sole discretion of Enterprise, automatically terminate any Driver Agreement held by an individual or individuals participating as Drivers in Vanpool Coordinator's vanpool. Enterprise shall have the right, but not the obligation, to so terminate all or some of such Driver Agreements.

13. **Return of Vehicle.** The Vanpool Coordinator agrees to return the Vehicle to Enterprise Rideshare's headquarters or other location as dictated by Enterprise at the termination of this Agreement (or upon the demand of Enterprise in connection with the replacement or substitution of a Vehicle) in the same condition as when delivered, except for ordinary wear and tear and damage which is the subject of a pending collision or comprehensive claim which is the responsibility of Enterprise under paragraph 10(b) of this Agreement excepted. Upon delivery and return of the Vehicle, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign a vehicle condition checklist. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.

14. **Changing Vehicles.** If the Vanpool Coordinator decides to change to a different size Vehicle (subject to availability) due to a permanent change in the number of riders in the Vehicle, the Vanpool Coordinator agrees to return, at their own time and expense, the original Vehicle back to the Enterprise address listed below. Upon return of the Vehicle to Enterprise, the Vanpool Coordinator and Enterprise will inspect the Vehicle and jointly sign a vehicle check-in statement. Enterprise and the Vanpool Coordinator will inspect a new Vehicle and jointly sign a new vehicle check-out statement for that Vehicle. The Vanpool Coordinator is solely responsible, at their own time and expense, for retrieving any and all personal items left in the Vehicle.

15. **No Assignment.** The Vanpool Coordinator may not sublease the Vehicle. The Vanpool Coordinator cannot assign or delegate any of his or her rights, duties or obligations under this Agreement.

16. **Entire Agreement; Modification.** This Agreement embodies the entire Agreement between the parties except for the Rental Contract and any Driver Agreement that Vanpool Coordinator may be a party to. Any amendments to this Agreement must be in writing and signed by Enterprise and the Vanpool Coordinator.

17. **Severability.** Any provision of this 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 provisions of this Agreement or affecting the validity or enforceability of such provisions in any other jurisdiction.

18. **Notices.** Except as provided in 12(a) above, all notices and/or other correspondence under this Agreement must be in writing and delivered in person or sent by mail to the applicable party at its address set forth on the signature page of this Agreement or to such other address as such party may provide in writing from time to time.

19. **Waiver.** No extension given by Enterprise of the time for payment of any monthly payments hereunder, no waiver by Enterprise of any default of the Vanpool Coordinator hereunder, and no failure of Enterprise to enforce its rights against the Vanpool Coordinator for any breach of this lease by the Vanpool Coordinator, shall be construed as a waiver on the part of Enterprise of any subsequent breach or default, or impair Enterprise's rights to require strict performance by the Vanpool Coordinator of all the terms and conditions stated herein.

20. **Mileage Provisions.** Monthly rate is based on _____ of commute miles per month. Over-mileage will be calculated as the difference between the check-out odometer reading and the check-in odometer reading on the Vehicle Condition Checklist. Over mileage will be charged to the Vanpool Coordinator at a rate of **20** cents per mile; these fees will be collected from the Vanpool Coordinator at the time the vehicle is returned by the Vanpool Coordinator to Enterprise at the address listed in Section 13 of this Agreement.

21. **No Authorization to Drive.** Execution of this Agreement between Enterprise and the Vanpool Coordinator **does not** authorize the Vanpool Coordinator to **drive** the Vehicle, unless the Optional Driver selection is appropriately made on the first page of this Agreement. If such selection is no made, the Vanpool Coordinator is not authorized to drive the Vehicle (or covered by any of the insurance on the Vehicle) unless they complete a Driver Application and Agreement and are authorized **in writing** by Enterprise as a Driver (separate from this Agreement).

[TO BE COMPLETED BY VANPOOL COORDINATOR]

[TO BE COMPLETED BY ENTERPRISE]

Printed Name: _____

Title: _____

Signature: _____

Signature: _____

Executed as of the ____ day of _____ 20____.

Address:

Address:

__ 2775 Blue Water Road _____
__ Eagan, MN 55121 _____

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