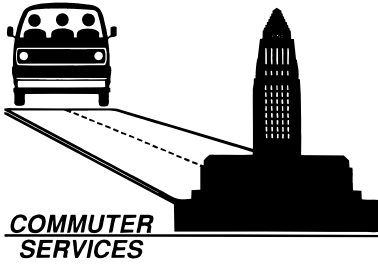


VANPOOL INTEREST/APPLICATION

Fill in and print out this form.



*Employee Benefits Division
Commute Options & Parking Section*
200 N. Spring Street, Room 867
Los Angeles, CA 90012
Mail Stop #621

FAILURE TO COMPLETE ALL ITEMS WILL RESULT IN DELAYS

Check One Box

Interest Only

Complete Section A & B

Passenger

Complete Sections A & B

Driver

Complete Sections A, B, C

Non-City Employee Van Passenger

If not employed by the City of Los Angeles, list employer here and then provide all applicable information below:
Contract or Contractor's Employee? Yes No

SECTION A: Personal Information

| | | | |
|------------------|-----------|------------|----------------|
| Application Date | Last Name | First Name | Middle Initial |
|------------------|-----------|------------|----------------|

| | | |
|--------------------|--------------------------|---------------------|
| Employee ID Number | Department Name/Division | Payroll Fund Number |
|--------------------|--------------------------|---------------------|

| | | | |
|-------------------------------------|------------|----------|---|
| Work Shift (4/10, 5/40, 9/80, etc.) | Start Time | End Time | Work Address: Bldg. Name & Street Address |
|-------------------------------------|------------|----------|---|

| | | | | |
|--------------------|------------------------|-------------|-----------|-------------------|
| Work Address: City | Work Address: Zip Code | Room Number | Mail Stop | Work Phone Number |
|--------------------|------------------------|-------------|-----------|-------------------|

| | | | |
|------------------------------|------|----------|-------------------|
| Home Address: Street Address | City | Zip Code | Home Phone Number |
|------------------------------|------|----------|-------------------|

I am interested in being a/an: Driver Alternate Driver Passenger

Comments:

Pursuant to Federal Law PF 93-579, I understand that my Social Security Number is required based upon provisions of the City's payroll system operational prior to January 1, 1975, and applicable Federal law.

Van No.

SECTION B: Passenger Information

I am interested in being a/an: Permanent Passenger Occasional Passenger

| | | |
|-------------------|--------------------|------------------------|
| Supervisor's Name | Supervisor's Title | Supervisor's Phone No. |
|-------------------|--------------------|------------------------|

| | | |
|---|------------|-----------|
| Note: You may only receive one transportation benefit. Failure to disclose any of the information below may result in disciplinary action. | Yes | No |
|---|------------|-----------|

1. Do you currently receive the Transit Subsidy? Yes No

2. Are you currently a member of a carpool? If yes, please list Primary Permit Holder name and permit #. Yes No

3. Do you currently possess any other type of parking permit? If yes, please list permit type and #. Yes No

| | | |
|--|--------------------------------------|------|
| I understand that the Commute Options & Parking Section must be notified of any changes in the information listed on this application. | Passenger Applicant Signature | Date |
|--|--------------------------------------|------|

SECTION C: Driver Information (For Vanpool Drivers Only)

| | | | |
|------------------------|-------|-----------------|----------|
| Drivers License Number | State | Expiration Date | Birthday |
|------------------------|-------|-----------------|----------|

| | |
|---------------------------|---|
| Civil Service Class Title | License Restrictions (e.g. corrective lens, etc.) |
|---------------------------|---|

| | | | |
|-------------------------------|------------------------------------|---|--|
| Total Yrs. Driving Experience | Total Years Licensed in California | If less than 3 full yrs. in CA., list previous State: | Do you have current insurance on your personal vehicle(s)? <input type="checkbox"/> Yes <input type="checkbox"/> No |
|-------------------------------|------------------------------------|---|--|

| | | |
|---------------------------------------|---------------------|--|
| Name of your automobile insurance co. | Automobile Policy # | One-way driving distance to work in miles: |
|---------------------------------------|---------------------|--|

Complete Section C, Drivers Information, on Reverse Side

SECTION C: Drivers Information Continued

Have you had any accidents or moving violations during the last 5 years? Yes No
If yes, please list with dates.

How much travel and overtime does your current job require?

How many days of work did you miss last year?

Are you experienced in automobile repair? Yes No
If so, to what extent?

What experience have you had in car/bus/vanpooling?

City vehicles must be parked off-streets. What type of space can you provide for overnight van parking?

DRIVER RECORD RELEASE: The applicant authorizes the City of Los Angeles to investigate and research driving records with the State of California, any other state and/or public or private agency generally used to maintain information pertinent thereto, and agrees to execute any other forms or documents necessary for such investigations.

Driver Application Signature

Date

X

For Office Use Only

Return this form to: Commute Options & Parking Section, City Hall - Rm. 867, Mail Stop 621.

**CITY OF LOS ANGELES
VOLUNTEER VANPOOL PASSENGER AGREEMENT**

PSNGR. NAME: _____ VAN NUMBER: CS _____
(Please Print)

WORK PHONE: _____

(NOTE: BE SURE TO SIGN ON THE LAST PAGE)

AGREED TO THIS _____ DAY OF _____, 20_____

This Agreement between the authorized Regular (“permanent”) Passenger or Occasional Passenger (hereinafter called “Passenger”), whose signature appears below, and the City of Los Angeles (“City”) shall become effective on the date it is accepted by the City, as evidenced by the signature of its authorized representative.

A “Regular Passenger” is defined as a person who pay the full monthly fare, has priority over an Occasional Passenger, and has guaranteed seating. An “Occasional Passenger” is defined as a person who pays at the daily fare rate and has a seat on a van when not occupied by a Regular Passenger. The Occasional Passenger might pay more then the regular monthly fare. If a Regular Passenger is available, an Occasional Passenger must relinquish the vanpool seat.

In addition to the conditions established by the City of Los Angeles Vanpool Program Manual and any other directives which may be issued by the City’s Commute Options & Parking Section (COPS), I hereby agree to the following as conditions of my participation as a Volunteer Passenger in the City Vanpool Program:

1. Passenger will pay the initial month’s fare in advance to the Vanpool Driver/Coordinator by the first business day of the month. Passenger agrees to pay any charges which may be due COPS including, but not limited to, late fees or returned check charges. If a check is returned to COPS for any reason, Passenger shall be charged a fee in addition to the regular monthly payment. Continuous returns of checks may jeopardize eligibility for participation in the vanpool.

Once a route is established and the fare has stabilized, Passenger shall pay the monthly fare though payroll deduction.

2. If a Regular Passenger is unable to ride on a particular day or for a certain period of time, Regular Passengers will still be responsible for payment of the monthly fare to city. Regular Passengers may arrange to sublet their seats to other City employees, provided the van is fully subscribed, with authorization from COPS. Such persons are hereinafter referred to as Occasional Passengers. Occasional Passengers are subject to all appropriate terms of this Agreement and shall indicate so in writing.

3. Passengers will notify the COPS and the Primary Driver in writing of intent to withdraw from the vanpool 30 days before termination as a Passenger. This 30 day notice begins once written request is received by the COPS. If Passenger fails to give sufficient notice, Passenger will forfeit fare unless another Regular Passenger is available immediately.
4. Fare refunds or credit will be issued only for the following reasons:
 - A. Closure or relocation of Passenger's worksite;
 - B. Vehicle is inoperable due to mechanical failure or damage in an accident. COPS will credit the vanpool participants on a prorated basis, based upon a 12-workday month, for the period of time that the vehicle is inoperable, or until such time as a back-up vehicle is made available by COPS.
 - C. Vanpool termination;
 - D. Employee transfer/promotion which results in a change of work location and/or work shift;
 - E. Employee termination;
 - F. Injury on Duty (IOD) resulting in authorized leave. Persons on IOD will be reimbursed or refunded and fares paid while on IOD up to 90 days (three months). After that seat will be deemed vacated.
 - G. Alternate Driver replacing Primary Driver.
 - H. COPS removal of a van member from the Vanpool Program.
5. Passenger will use seat belts at all times while in the van.
6. Passenger will be prompt for pick-up in both commuting directions.
7. Passenger will comply with reasonable requests of the Vanpool Driver/Coordinator.
8. Passenger will assist the Vanpool Driver/Coordinator in maintaining the maximum passenger load. Passenger will notify Driver as early as possible if Passenger is unable to ride on the van for any reason, such as illness, vacation, scheduled overtime, etc. In the event a Passenger is unable to ride for an extended period, the passenger must also notify the Commute Options & Parking Section him/herself.
9. City shall not be responsible to Passenger for any loss of income, inconvenience, or other damage sustained by Passenger as a result of an interruption in or discontinuance of service to be furnished by City. It is expressly understood that neither City nor its agents will be responsible for any person's property which is lost, stolen, or damaged in or form

the vehicle. It is also expressly understood that neither City nor its agents will be responsible for any person's vehicle or property therein which is parked at any designated vanpool pick-up point(s).

10. City has the right to end this Agreement for any reason. This agreement may terminate if there are not sufficient qualified Drivers for the Van; the van, in City's sole judgment, is irreparable or unusable; or Drivers or Passengers breach their obligations under their respective Agreements. Failure of Passengers or General Rules or other directives issued by City regarding vans or vanpooling shall be grounds for City to discontinue, without advance notice, Passenger's participation in the vanpool.
11. Passenger agrees that City is providing the vanpool as a service to its employees. The City is under no obligation to furnish transportation to and from work for its employees. The City shall have no responsibility whatsoever regarding the vanpool other than what is set forth in this Agreement.
12. The Undersigned hereby voluntarily releases, discharges, waives and relinquished any and all actions or causes of action for personal injury, property damage or wrongful death occurring to him/herself arising as a result of riding in a City vanpool. The Undersigned does for him/herself, his/her heirs, executors, administrators and assigns hereby release, waive, discharge and relinquish any action or cause of action, aforesaid, which may hereafter arise for him/herself and for his/her estate, and agrees that under no circumstance with he/she or his/her heirs, executors, administrators and assigns prosecute, present any claim for personal injury, property damage or wrongful death against the City of Los Angeles or any of its officers, agents, servants or employees (hereinafter "Indemnified Parties") for any of said causes of action, whether the same shall arise by the negligence of any of said persons, or otherwise. It is the intention of the Undersigned by this instrument, to exempt and relieve the Indemnified Parties from liability for personal injury, property damage or wrongful death caused by negligence.

The Undersigned, for him/herself, his/her heirs, executors, administrators or assigns agrees that in the event any claim for personal injury, property damage or wrongful death shall be prosecuted against the Indemnified Parties, he/she shall indemnify and save harmless the same Indemnified Parties from any and all claims or causes of action by whomever made or presented for personal injuries, property damage or wrongful death.

The Undersigned has read and understands that following statutory language of Section 1542 of the California Civil Code: "A general release does not extend to claims which the creditor does not know or suspect to exist in his/her favor at the time of executing the release, which if known by him/her must have materially affected his settlement with the debtor." Having been so apprised, the Undersigned elects to and does assume all risk for claims heretofore or hereafter arising, known or unknown, arising from the subject of this release, and the Undersigned knowingly and voluntarily expressly release the Indemnified Parties from all liability on claims arising out of such matters.

The undersigned acknowledges that he/she has read the foregoing three paragraphs and is fully aware of the legal consequence of signing the within instrument.

13. If Passengers possesses a parking permit (e.g. management, seniority) for any City-provided parking lot, Passenger must relinquish the permit in order to join or remain in a vanpool. Should Passenger withdraw from his/her vanpool, City guarantees Passenger to return of his/her parking permit at a location comparable to that prior to joining the vanpool. Return of permit shall become effective 30 days after COPS' receipt of Passengers will not receive Transit Subsidy or parking privileges.
14. Vanpool Regular Passengers are not to receive two Rideshare benefits at the same time. (e.g., Vanpool Regular Passengers will not receive Transit Subsidy or parking privileges.)
15. Any provision in this Agreement, which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or thereof, or affecting the validity or enforceability of such provisions in any jurisdiction.
16. The Undersign authorizes the City of Los Angeles Commute Options and Parking Section (COPS) to deduct from his/her wages/salary the fare for riding in a City Vanpool. This authorization shall be in effect until the undersign give 30 Day Notice to (1) Stop this deduction and (2) Terminate his/her participation in the vanpool. If at any time, the amount of said fare is changed by the City, COPS is hereby authorized to change the deduction from his/her salary accordingly. COPS may cancel this deduction if he/she fail to meet the terms and conditions of the Vanpool Program.
17. All notices and/or correspondence shall be addressed to:

A. PASSENGER - at Passenger's home address or work address

B. CITY - Commute Options & Parking Section
200 N. Spring St., City Hall Rm. 867
Los Angeles, CA 90012
Mail Stop 621

Passenger Signature

Date

COPS Representative Signature

Date