

Agreement # _____

Customer # _____

EIN # ____ - ____ - ____ - ____ - ____

VANPOOL VEHICLE OUT OF SERVICE AREA LEASE AGREEMENT

THIS VANPOOL VEHICLE LEASE AGREEMENT (the "Agreement") is made and entered into this ___ day of _____, by and between the Utah Transit Authority, a public transit district organized under the laws of the State of Utah ("UTA" or alternatively, "Lessor"), and _____, whose address is _____ ("Lessee").

WITNESSETH:

WHEREAS, the Travel Reduction Act (Utah Code Ann. § 72-12-101, *et. seq.*) authorizes public transit districts to lease vehicles to facilitate ridesharing arrangements; and

WHEREAS, supports ridesharing arrangements which reduce gasoline consumption and protect the environment by reducing home to work commuter trips made by single occupancy motor vehicles; and

WHEREAS, pursuant to authority granted by state law, UTA desires to assist Lessee in organizing and operating a ridesharing arrangement (the "Vanpool"); and

WHEREAS, Lessee is a person or party that has successfully completed UTA's application process for the Vanpool Vehicle Lease and has been determined by UTA to be eligible, qualified and financially responsible to operate a Vanpool; and

WHEREAS, UTA is the owner of one or more motor vehicles suitable for the transportation of passengers in a Vanpool and is willing to lease a vehicle (the "Vanpool Vehicle") to Lessee pursuant to the terms and conditions contained in this Agreement; and

WHEREAS, the purpose of this Agreement is to provide for the lease of the Vanpool Vehicle to the Lessee and to set forth the terms, conditions and mutual understandings of the parties regarding such lease.

NOW, THEREFORE, in consideration of the foregoing and the mutually agreed upon promises hereinafter set forth, the parties agree as follows:

SECTION 1 - VANPOOL DESCRIPTION AND DEFINITIONS

1.1 Vanpool. For purposes of this Agreement, the term "Vanpool" means the nonprofit mode of prearranged commuter transportation of a relatively fixed group of seven to 15 persons, including the driver, between home and work, or termini near home and work, in the Vanpool Vehicle (the group occupancy shall not exceed the Vanpool Vehicle manufacturer's design capacity), that is owned by UTA and leased to Lessee. The Vanpool is intended to provide incentives to persons to make the commute to and from work by a mode other than a single-occupant motor vehicle. The driver and passengers are employees at or near a common location and fees charged, if at all, are designed to recover operating, maintenance, insurance, administration, and reasonable depreciation costs related to the Vanpool.

1.2 Term of Agreement. The term of this Agreement shall commence on _____ and end on _____ unless otherwise terminated as described herein, this Agreement shall automatically renew for successive terms of one year for a maximum of three years.

1.3 Intent of the Parties. While Lessee may recover certain costs of the Vanpool from participants, the Vanpool is not intended to result in profits or income for Lessee. The intent of this Agreement and any vanpool arrangement facilitated by the Agreement is to provide only the non-profit travel reduction program contemplated under Utah laws. Any action or omission that would cause Lessee, any participant in the Vanpool, or UTA to be considered a motor carrier, commercial carrier, chauffeur, or similar designation is expressly prohibited, and Lessee causing or permitting any such action or omission shall constitute a default with respect to this Agreement.

1.4 Non-Exclusivity. The Vanpool Vehicle was acquired with Federal funds. As such, the Vanpool Vehicles are intended for public transportation purposes. As such, the use of the Vanpool Vehicle is not intended to exclusively serve Lessee's employees. UTA may add commuters to the Vanpool who are not employed by Lessee.

SECTION 2 - UTA'S OBLIGATIONS

2.1 Lease of Vanpool Vehicle. UTA agrees to lease to Lessee, for the term of this Agreement, and subject to the conditions contained herein, a Vanpool Vehicle provided by UTA for the sole purpose of Lessee’s operation of a Vanpool as defined in Section 1.1. The make and model of the Vanpool Vehicle assigned to Lessee shall be determined by UTA at its sole discretion. UTA retains the right, at any time during the term of the Agreement to substitute another vehicle, new or used, for the Vanpool Vehicle. A substitution may be made at UTA’s sole election and in UTA’s sole discretion. The substitution of an alternate vehicle shall not constitute a default of this Agreement, and the terms and conditions of this Agreement shall continue with respect to such substituted vehicle as if no change had occurred.

2.2 Motor Vehicle Financial Responsibility.

During the term of this Agreement, Lessee shall be responsible to obtain and to maintain in effect one or more policies of automobile liability insurance as follows to insure the use and operation of the Vanpool Vehicle(s). Lessee shall pay the premiums for such insurance. The liability insurance coverage shall be in the following amounts:

<u>Coverage</u>	<u>Limits</u>
A. Automobile Liability	\$2,000,000 per accident
B. Excess Automobile Liability	\$2,000,000 per accident \$4,000,000 annual aggregate
C. Personal Injury Protection	Statutory
D. Uninsured Motorist	\$100,000 per accident
E. Underinsured Motorist	\$100,000 per accident
F. Comprehensive Coverage	No more than \$1,000 deductible
G. Collision Coverage	No more than \$1,000 deductible

Lessee’s insurance policy shall be endorsed to include the following additional insured language: “The Utah Transit Authority shall be named as an additional insured with respect to liability arising out of the insured vehicles.” The liability insurance coverage shall provide the required coverage and shall not be suspended, voided, or cancelled except after thirty (30) days’ prior written notice has been given to UTA, except when cancellation is for non-payment of premium, then ten (10) days’ notice may be given. Such notice shall be sent as provided for in Section 5.2 of the Lease Agreement. Insurance policies shall be obtained from insurers duly licensed or authorized to do business in the State of Utah and with an “A.M. Best” rating of not less than A-VII. UTA in no way warrants that the above-required minimum insurer rating is sufficient to protect Lessee from potential insurer insolvency.

Lessee shall furnish UTA with certificates of insurance (ACORD form or equivalent approved by UTA) as required by this Agreement. The certificates for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates and any required endorsements shall be received and approved by UTA before Lessee takes possession of a Vanpool Vehicle. Insurance policies required by this Agreement must remain in effect for the duration of this Agreement. Failure to maintain the required insurance policy or to provide evidence of renewal is a material breach of contract.

All certificates required by this Agreement shall be sent directly to: _____ . The UTA contract number shall be noted on the certificate of insurance. UTA reserves the right to require complete, certified copies of all insurance policies required by this Agreement at any time.

The Lessee understands and acknowledges that UTA is a governmental entity and is covered under the provisions of the Utah Governmental Immunity Act as set forth in U.C.A. §63-30-1, *et. seq.*, and the limits of liability therein described. Neither the execution of this Agreement, nor the procurement of the above-referenced insurance, shall be construed so as to constitute a waiver of any defense, damage limitation, procedural requirement or other protection provided by the Utah Governmental Immunity Act.

2.3 Accidental Collision Damage to Vanpool Vehicle.

(A) **Partial Damage to Vanpool Vehicle.** Lessee agrees that, in the event that a Vanpool Vehicle is damaged but not "totaled" (meaning that the cost of repair of the Vanpool Vehicle is not in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall evaluate the Vanpool Vehicle to determine whether repair of the Vanpool Vehicle is warranted. If UTA determines, at its sole discretion, that repair of the Vanpool Vehicle is warranted, UTA will pay the cost of repairing the Vanpool Vehicle. At UTA's sole option, UTA may either: (1) repair the Vanpool Vehicle; or (2) pay a third-party, selected by UTA, in its sole discretion, to repair the damage of the Vanpool Vehicle.

(B) **Total Damage to Vanpool Vehicle.** UTA agrees that, in the event that a Vanpool Vehicle is "totaled" (meaning that the cost of repair of the Vanpool Vehicle is in excess of its then current fair market value as determined by UTA from its current "blue book" price), UTA shall (at its sole option and in its sole discretion) either: (1) provide Lessee with a new or used replacement vehicle which, upon delivery to the Lessee, shall constitute the Vanpool Vehicle; or (2) terminate the Agreement. Any replacement Vanpool Vehicle shall be subject to the terms and conditions of this Agreement.

2.4 Vanpool Operations Manual. UTA has made available to Lessee, without charge, an electronic copy of an instruction manual entitled Vanpool Operations Manual which contains the general guidelines, policies and conditions for operating a Vanpool. The Operations Manual is available online at <https://rideuta.com/Services/Vanpool/My-Vanpool-Account/Applications-Agreements-Rider-Forms>.

2.5 Warranty. The Vanpool Vehicle manufacturer provides a warranty against any defects in the Vanpool Vehicle for three (3) years or 36,000 miles.

2.6 Registration. Subject to the provisions of Paragraph 3.3(C), UTA agrees to annually register the Vanpool Vehicle with the Utah Department of Motor Vehicles at its sole cost and expense.

SECTION 3 - LESSEE'S OBLIGATIONS

3.1 Drivers and Alternative Drivers. Lessee shall permit only the designated driver and the alternative designated driver(s), all of whom must submit Driver Applications and/or Alternate Driver Applications and be approved by UTA and its insurance company, to drive the Vanpool Vehicle. (Designated Driver and Alternate Driver Applications are available from UTA). Should Lessee cause or allow any other person who is not the designated driver or an approved alternate driver to operate the Vanpool Vehicle such operation by such person shall constitute a default with respect to this Agreement. All designated drivers and alternative drivers proposed by Lessee must provide UTA and/or its insurance company with any consents or information necessary to obtain a driver's license verification and motor vehicle report. Lessee shall ensure that all designated drivers and alternative designated drivers maintain a current, valid driver's license during the term of this Agreement. After initial approval, Lessee shall cause the designated driver and each alternative designated driver(s) to report within 24 hours to UTA any subsequent motor vehicle citations, accidents or other incidents that occur during the term of this Agreement and that would likely be reflected on a motor vehicle report. The duty to report such matters shall apply whether or not the incident involves the Vanpool Vehicle.

3.2 Vanpool Program Requirements.

(A) Lessee shall appoint a Bookkeeper. The Bookkeeper shall be responsible for tracking and reporting the monthly Vanpool ridership in accordance with the provisions contained in the Ridership Reporting section of the Vanpool Operations Manual.

(B) Lessee shall appoint a Point of Contact ("POC") for the Vanpool. The POC shall be responsible for sending and receiving vanpool operating and maintenance information with UTA.

(C) Lessee shall submit a ridership and mileage for each Vanpool Vehicle leased by Lessee on our website www.utarideshare.com unless other arrangements are made with a Vanpool Support Specialist.

3.3 Policy Guidelines. The Vanpool Operations Manual contains certain policies, procedures, reporting requirements and other obligations applicable to the Vanpool. Lessee will abide by, and will cause all participants in the Vanpool to abide by, the requirements of the Vanpool Operations Manual. A copy of the Vanpool Operations Manual has been furnished to Lessee, and Lessee hereby acknowledges receipt of the Vanpool Operations Manual. The provisions of the Vanpool Operations Manual are incorporated into, and made a part of this Agreement, by reference.

(A) **Operation of Vanpool Vehicle.** Lessee agrees to operate the Vanpool Vehicle in accordance with the provisions contained in the Safe Operating Habits section of the Vanpool Operations Manual.

(B) **Vanpool Vehicle Inspection.** Lessee agrees to perform daily, weekly and monthly inspections, in accordance with the provisions in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual and record any damage or items that may be operating incorrectly in an Inspection Log that may be discovered during such inspections.

(C) Lessee agrees to be responsible for the State Inspection and Emission test to be performed once a year no earlier than July and no later than May. UTA will provide Lessee with a list of authorized vendors available to perform State Inspection and Emission tests.

3.4 Use of Vanpool Vehicle. Lessee agrees to use the Vanpool Vehicle for the primary purpose of transporting Vanpool participants between their respective residences and places of work. Lessee shall not use the Vanpool Vehicle in conjunction with any illegal or unlawful purposes. Lessee shall not use the Vanpool Vehicle for any commercial purposes. Aside from limited, incidental personal use (as specifically permitted in Section 3.8 of this Agreement), Lessee shall only use the Vanpool Vehicle as contemplated by the Vanpool, as described in Section 1.1 of this Agreement. Any other use of the Vanpool Vehicle by Lessee shall be considered a default with respect to this Agreement and shall constitute grounds for terminating this Agreement.

3.5 Fueling and Maintenance. Both the fuel and maintenance costs are included in the Lessee's monthly lease payment. Lessee agrees to be responsible for fueling and performing routine preventative maintenance on the Vanpool Vehicle in accordance with the Fueling Your Vehicle and the Vehicle Maintenance and Inspections sections of the Vanpool Operations Manual.

(A) **Maintenance.** Lessee's maintenance responsibilities as defined in the Vanpool Operations Manual include all oil and other fluid changes, tire inspections and repairs or replacements, brake inspections and repairs, wiper and bulb replacements and other scheduled service items, to be performed by UTA or a UTA-approved maintenance vendor. Lessee further agrees to maintain the Vanpool Vehicle in good condition. Lessee shall be responsible for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual. The cost of fueling the Vanpool Vehicle: (i) may be paid directly by Lessee; or (ii) subject to prior arrangement with UTA, may be paid by UTA, with Lessee fully reimbursing UTA for such costs as part of Lessee's ensuing monthly lease payment. Failure of Lessee to maintain the Vanpool Vehicle in accordance with the scheduled service items contained in the Vehicle Maintenance and Inspections section of the Vanpool Operations Manual may lead to termination of this agreement in accordance with the provisions of Section 4.2 of this Agreement.

(B) **Fuel Card.** UTA will issue one (1) Fuel Card per Vanpool Vehicle to be used at any service station which accepts the UTA issued Fuel Card. Fuel cards may only be used to fuel the Vanpool Vehicle by the Vanpool Lessee or to purchase washes for the Vanpool Vehicle in accordance with the provisions in the Vehicle Cleanliness section of the Vanpool Operations Manual. **Use of the Fuel Card, except as specifically authorized under this Paragraph 3.5(A) may result in civil and criminal charges.**

3.6 Lease Payments. As consideration for the use of the Vanpool Vehicle for the term of this Agreement, Lessee agrees to promptly pay monthly lease payments as follows:

(A) Each month UTA shall invoice Lessee for the total amount. Lessee shall pay the amount invoiced within thirty (30) days of the date of invoice. Lessee shall pay a one percent (1%) per month late fee on balances due under this Agreement that remain unpaid forty-five (45) days from date of invoice.

(B) Lessee agrees that UTA shall have the right to increase and/or decrease the amount of the monthly payment on a quarterly basis to reflect changes in UTA's actual operating costs. UTA shall give Lessee thirty (30) days advance written notice showing the change in the costs.

(C) To the extent UTA has incurred any amounts for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the Vanpool Vehicle in accordance with the preventative maintenance service items designated in Vehicle Maintenance and Inspections section of the Vanpool Operations Manual during any month, such amounts shall be payable by Lessee within thirty (30) days of the date of invoice as part of Lessee's monthly lease payment for such month.

(D) All payments shall be made to: UTA Accounts Receivable Department, 669 West 200 South, Salt Lake City, UT 84101 without demand, setoff, delay or condition. Online payments may be made at the Lessee's request by contacting UTA's Accounts Receivable Department.

3.7 Tire Chain Utilization. UTA vans do not come equipped with tire chains. If a Lessee requires tire chains, UTA will purchase the chains, but the Lessee is liable for all damage to the vehicle or to 3rd parties caused by the use of the tire chains unless the Lessee can demonstrate that the damage was not caused by improper use of the chains.

3.8 Limitation on Personal Use. Any personal use of the Vanpool Vehicle shall be incidental and infrequent, and shall not exceed 50 miles per month in any given month. Any personal mileage in excess of these limits shall result in additional charges equal to the current IRS standard mileage reimbursement rate plus the cost per mile for the selected vanpool monthly mileage tier, at UTA's election, may constitute a default with respect to this Agreement. Personal use of the Vanpool Vehicle shall only be by the designated driver or alternative driver(s). Personal use of the Vanpool Vehicle shall not conflict with the needs of the Vanpool or the provisions of this Agreement. Without limiting the breadth of the preceding provision, the Lessee agrees that the Vanpool Vehicle shall under no circumstances be used for any prohibited activity listed in section 7 of the Utah Transit Authority Vanpool Operations Manual- some of which include: (i) camping; (ii) vacation travel; (iii) hauling campers, boats, trailers and similar items; (iv) transporting individuals who are not part of the Vanpool program; or (v) moving furniture, equipment or similar items.

3.9 Limitation on Non-Standard Equipment/Accessories. Lessee shall not install or physically mount any non-standard equipment or accessories on or in the Vanpool Vehicle without the prior authorization of UTA. Lessee may apply for authorization to install or mount a non-standard accessory or piece of equipment by contacting a UTA vanpool maintenance supervisor. Failure to obtain approval for any non-standard accessories prior to installation shall be grounds for termination in accordance with the provisions of Section 4.2 of this agreement.

3.10 Compliance with Applicable Laws. Lessee shall comply with all applicable motor vehicle laws and regulations. The Lessee shall satisfy and comply with all applicable state and federal rules and regulations concerning the operation of the Vanpool. The Lessee is solely responsible for, and shall indemnify, defend and hold UTA harmless with respect to, any citations, fines, fees or other costs associated with the Lessee's failure to comply with applicable laws.

3.11 Fees. Lessee may charge each commuter passenger a reasonable rider fee to help defray the operating costs of the Vanpool Vehicle. The amount of the fee paid by commuter passengers shall not exceed Lessee's operating costs.

3.12 Sublease and Assignment. Lessee agrees that it will not sublease or assign this Agreement or the operation of the Vanpool to a third party without the express prior written approval of UTA. All subleases or assignments permitted by UTA are subject to the conditions of this Agreement. Any attempted sublease in violation of this Agreement shall automatically terminate this Agreement.

3.13 Monthly Ridership Reporting. Lessee shall submit daily ridership and odometer readings on a monthly basis by the fifth (5th) day following the end of the month online at www.utarideshare.com

3.14 Accident Reporting. Lessee shall report any accident including those causing serious injury or fatality, or caused by an apparent mechanical equipment failure in the Vanpool Vehicle within 24 hours to the Vanpool Maintenance Supervisor.

3.15 Permanent Vanpool Vehicle Log. Lessee shall keep a permanent written log showing each one-way trip including the time, date and place and purpose of the trip and the name of driver. The log shall be signed by the driver. The log shall show the odometer reading at the commencement of the trip and the termination of the trip, and note any accident, damage or mechanical, maintenance or malfunction of the Vanpool Vehicle

3.16 Expenses of Vanpool. Any costs sustained by Lessee **that have not been previously approved** shall be paid directly by Lessee.

3.17 Liens and Encumbrances. Lessee agrees not to cause, permit or suffer any liens, encumbrances or security interests to be attached, filed or enforced against the Vanpool Vehicle.

3.18 Nondiscrimination Assurance. Lessee acknowledges that the Vanpool Vehicle was purchased, in part, with federal funding. As required by 49 U.S.C. 5332 (which prohibits discrimination on the basis of race, color, creed, national origin, sex, or age, and prohibits discrimination in employment or business opportunity), Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C. 2000d, and U.S. DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation--Effectuation of Title VI of the Civil Rights Act" 49 CFR part 21 at 21.7, the Applicant assures that it will comply with all requirements of 49 CFR part 21; FTA Circular 4702.1 A, "Title VI Program Guidelines for Federal Transit Administration Recipients", and other applicable directives, so that no person in the United States, on the basis of race, color, national origin, creed, sex, or age will be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination in any program or activity (particularly in the level and quality of transportation services and transportation-related benefits) for which the Applicant receives Federal assistance awarded by the U.S. DOT or FTA as follows:

- (1) Lessee assures that its Vanpool will be conducted in accordance with all applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21, understands that this assurance extends to its entire facility and to facilities operated in connection with the project.
- (2) Lessee assures that it will take appropriate action to ensure that any transferee receiving property financed with Federal assistance derived from FTA will comply with the applicable requirements of 49 U.S.C. 5332 and 49 CFR part 21.
- (3) Lessee assures that it will promptly take the necessary actions to effectuate this assurance, including notifying the public that complaints of discrimination in the provision of transportation-related services or benefits may be filed with U.S. DOT or FTA. Upon request by U.S. DOT or FTA, the Applicant assures that it will submit the required information pertaining to its compliance with these requirements.
- (4) Lessee assures that it will make any changes in its 49 U.S.C. 5332 and Title VI implementing procedures as U.S. DOT or FTA may request.
- (5) As required by 49 CFR 21.7(a)(2), Lessee will include in each third party contract or sub agreement provisions to invoke the requirements of 49 U.S.C. 5332 and 49 CFR part 21, and include provisions to invoke those requirements in deeds and instruments recording the transfer of real property, structures, improvements.

SECTION 4 – VANPOOL VEHICLE LEASE TERMINATION

4.1 Termination. The obligations of UTA under this Agreement shall terminate without further written notice at the expiration of this Agreement, unless UTA terminates the Agreement earlier, as provided in Section 4.2 of this Agreement. The expiration or earlier termination of this Agreement shall not affect any liabilities, debts or other obligations incurred prior to such expiration or earlier termination.

4.2 Termination by UTA.

(A) Termination for Convenience. UTA may terminate this Agreement for any reason with or without cause. Termination of the Agreement shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.2 of this Agreement.

(B) Termination for Cause. Should UTA determine that Lessee failed to meet its obligations in a timely and proper manner, or that Lessee has violated or is in breach or default with respect to any of its covenants under this Agreement. UTA shall notify Lessee in writing of such default, failure or violation. Following the date of such written notice, Lessee shall have five (5) days within which to correct the stated breach or default. Should Lessee fail to fulfill an obligation or to correct a breach or default of a covenant under this Agreement within five (5) days of receiving written notice, termination shall become effective on the date UTA delivers written notice of termination to Lessee at the address set forth in Section 5.2 of this Agreement.

4.3 Termination by Lessee. If during the term of this Agreement Lessee determines that the Vanpool is unsuccessful or is unable to continue the operation of the Vanpool, Lessee may submit a written request to abort the Vanpool and terminate this Agreement. Upon receiving that request, UTA will make arrangements to take back the Vanpool Vehicle and Lessee will have no prospective obligations under this Agreement, except to return the Vanpool Vehicle to UTA and return any Vanpool Operations Manuals or other equipment received by Lessee.

4.4 Action by Lessee Following Termination. If the operation of the Vanpool is terminated for any reason, Lessee shall: (a) submit in writing to UTA a cost breakdown of the operation of the Vanpool showing the current and accumulated rider's fee paid to Lessee; (b) deliver and peacefully surrender the Vanpool Vehicle to UTA as soon as possible, but not longer than three (3) days after termination. Upon delivery and surrender of the Vanpool Vehicle.

SECTION 5 - MISCELLANEOUS

5.1 Risk of Loss; Indemnification. Lessee will be solely responsible for any uninsured risks resulting from the Vanpool. Lessee hereby agrees to indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that are not covered as described above. Lessee shall also indemnify, defend and hold UTA harmless from and with respect to any claims, causes of action, liability, damages, costs and expenses (including attorneys' fees) that result from Lessee's breach of any covenant or obligation set forth in this Agreement.

5.2 Notices. Except as directed under Section 3.6D, 3.9 and 3.14 regarding the UTA payment recipient, any notice or communication to be given between the parties hereto shall either be emailed, personally delivered or mailed, postage prepaid by first-class mail, and addressed as follows:

TO LESSEE: _____

Email: _____

CC: _____

Email: _____

TO LESSOR/UTA: Vanpool Administrator
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Phone No.: (801) 287-2065
Email: utarideshare@rideuta.com

CC: The Utah Transit Authority
Attention: Utah Attorney General's Office
669 West 200 South
Salt Lake City, Utah 84101

Any party hereto may designate a different address for receipt of notices by giving written notice as provided above to the other parties hereto of its new mailing address.

5.3 Entire Agreement. There are no representations or other agreements between the parties hereto with respect to the subject matter, except as specifically set forth in this Agreement.

5.4 Amendments. This Agreement may only be amended by a written instrument executed by all parties hereto.

5.5 Interpretation. This Agreement shall be construed in accordance with the laws of the State of Utah. Any action brought to enforce or interpret the provisions of this Agreement shall be brought only in a District Court in the State of Utah, which court shall have exclusive jurisdiction and venue with respect to the matters contemplated in this Agreement. The captions which precede the Sections of this Agreement are for convenience only and shall in no way affect the manner in which any provision hereof is construed.

5.6 Liaison. Each party shall designate one individual who shall be appointed to represent such party in the matters related to this Agreement. The respective representatives of the parties are as follows:

FOR LESSOR/UTA: Michael Goldman
Utah Transit Authority
669 West 200 South
Salt Lake City, Utah 84101
Phone No.: (801) 287-2065

FOR LESSEE: _____

Phone No: _____
Email: _____

5.7 Costs and Attorneys' Fees. In the event of default by the parties hereto in the performance of their responsibilities and obligations hereunder, the non-defaulting party hereto shall be entitled to recover from the defaulting party, all costs and expenses, including court costs and attorneys' fees, incurred by the non-defaulting party in pursuing its remedies hereunder.

5.8 Waiver. The waiver of any provision of this Agreement, in whole or in part, can be made only by an agreement in writing signed by the parties. The waiver of any provision in a particular instance shall not constitute a waiver of any other provision in the same instance, nor any waiver of the same provision in another instance, but each provision shall continue in full force and effect with respect to any other existing or subsequent breach.

5.9 Severability. If any provision of this Agreement shall be deemed to be or shall in fact be, illegal, invalid, inoperative or unenforceable as applied in any particular case because it conflicts with any other provision or provisions hereof or any constitution or statute or rule of law or public policy, or for any other reason, such circumstances shall not have the effect of rendering the provision in question inoperative or unenforceable in any other case or circumstance or of rendering any other provision or provisions herein contained illegal, invalid, inoperative, or unenforceable to any extent whatever. The invalidity of any one or more phrases, sentences, clauses or sections of this Agreement shall not affect the remaining portions of this Agreement or any part thereof.

5.10 No Third Party Beneficiaries. This Agreement is not intended to, and shall not be construed so as to, create any rights in third parties, and no provision of this Agreement shall inure to the benefit of any person or entity not a party hereto.

5.11 Facsimile and Electronic Signatures. This Agreement may be executed and delivered by facsimile or other electronic means and upon such delivery, the facsimile signature or electronic signature shall be deemed to have the same effect as if the original signature had been delivered.

5.12 Approved as to Form. So long as the standard Vanpool Vehicle Lease Agreement is not modified, Utah Attorney General's Office at UTA has approved as to form.

SECTION 6 - UTA CERTIFICATION REGARDING VANPOOL ARRANGEMENTS

In accordance with Section 13 (c) of the Federal Transit Act, UTA certifies that this agreement limits Vanpool usage to Vanpool’s designated driver and individuals who either:

- 1. have, without reimbursement in whole or part by either the Vanpool lessee or their employer, paid either a monthly subscription fare equal to at least one-fourteenth (1/14) of the Monthly Lease Payment required under the applicable Vanpool Lease Agreement, or a weekly subscription fare equal to at least one-forty second (1/42) of the Monthly Lease Payment required under the applicable Vanpool Vehicle Lease Agreement; or
- 2. are identified by name on a list of eligible riders, not exceeding seventeen (17) in number, which has been transmitted by UTA to the Union via regular mail prior to the day of Ridership; or
- 3. are among a class of individuals, the total members of which do not exceed forty-five (45) In number for the purposes of a lessee leasing one (1) van, thirty-five (35) in number per van for the purposes of a lessee leasing two (2) vans, or thirty in number per van for the purposes of a lessee leasing three (3) or more vans, identified in written notice to the Union transmitted by UTA via regular mail prior to the date of ridership; or
- 4. are being transported to or from one or two places of work, provided all such places of work must be more than two (2) miles from any UTA fixed route.

IN WITNESS WHEREOF, this Agreement has been executed by the Lessee, by through a duly authorized representative, and UTA. This Agreement is effective the day and year first above written.

LESSOR/UTA:
UTAH TRANSIT AUTHORITY

By: _____
Ryan Taylor
Special Services General Manager

By: _____
Michael Goldman
Special Services Program Manager

LESSEE

Company Name

By: _____

Company Signer’s Printed Name

Company Signer’s Title

FOR UTA OFFICIAL USE ONLY

CERTIFICATE OF MAILING

I hereby certify this _____ day of _____, I caused a true and correct copy of the foregoing Vanpool Vehicle Lease Agreement to be sent via:

Email to: rdunn@atu382.com

First class mail to: Rod Dunn
 President/Business Agent
 Amalgamated Transit Union, Local 382
 2261 South Redwood Road, Suite B
 Salt Lake City, UT 84119

Michael Goldman
Special Services Program Manager