



511 VANPOOL INCENTIVE APPLICATION — CHECK ALL THAT APPLY

Start <input type="checkbox"/>	Seat Subsidy <input type="checkbox"/>	FasTrak® <input type="checkbox"/> (vans with 11-15 seats only)	
1. I am a:	Primary Driver <input type="checkbox"/>	Coordinator <input type="checkbox"/>	Driver/Coordinator <input type="checkbox"/> Back-up Driver <input type="checkbox"/>
2. Name:	3. E-mail:		
4. Address:	5. City:	6. Zip:	
7. Date Van Started (or will start):			
8. Driver's License #:	9. State:	10. Expiration Date:	11. Birthdate
12. Employer:		13. Work Hours:	
14. Address:	15. City:	16. Zip:	
17. Work Phone #:		18. Home Phone #:	
19. Vehicle Information:			
Year:	Make :	Model:	License Plate #:
20. Number of seats in van:		21. Owned by:	
22. Please name the rider(s) who left your vanpool (applicable for seat subsidy request):			
<b>Do you have the following CA Vanpool Vehicle and Driver requirements? Please check all that apply:</b>			
23. Vanpool Signs: Yes <input type="checkbox"/> No <input type="checkbox"/>		24. Approved Motor Vehicle Report: Yes <input type="checkbox"/> No <input type="checkbox"/> (within last five (5) years from the date of this application)	
25. Medical Exam Certificate: Yes <input type="checkbox"/> No <input type="checkbox"/>		26. Date of Medical Examination: Expiration Date: (if applicable)	
<b>Please attach Medical Examiner's Certificate signed by the examining physician (green card, front and back) plus copy of the receipt stating DMV exam</b>			
<b>If you answered NO to any of the questions above, please contact your vanpool consultant for compliance.</b>			
Please attach participant list if you checked Start, Seat Subsidy or FasTrak®			
27. Pick up points:			
Drop off points:		28. Number of miles one-way:	

<b>Mail to:</b> 511 Rideshare 1221 Broadway, Suite 800 Oakland, CA 94612 Attn: Michelle Mah	<b>or Fax to:</b> 510-285-3322 Attn: Michelle Mah
---	---

**SEE OTHER SIDE FOR TERMS/WAIVER/PROGRAM RELEASE AND WAIVER**

**Vanpool Seat Subsidy Program Release and Waiver of Liability**

The 511 Rideshare Program is administered by the Metropolitan Transportation Commission (MTC) and operated under contract to MTC by Parsons Brinckerhoff. The 511 Rideshare Program encourages commuters to try alternate forms of transportation such as carpools, vanpools and transit. The Program offers a \$100.00 gas card seat subsidy to Vanpool Drivers or Coordinators whose vanpool loses a rider to support them in their efforts to provide ridesharing alternatives. Each eligible Vanpool Driver or Coordinator (Participant) applying to receive the seat subsidy acknowledges that participation in the Vanpool Seat Subsidy Program is strictly voluntary and that such participation is not within the course and scope of his/her employment. The 511 Rideshare Program reserves the right at its sole discretion to determine eligibility of any Participant, and may change, modify or discontinue the Vanpool Seat Subsidy Program without notice, at any time, and for any reason including but not limited to a loss of, or change in, funding. Each Participant shall indemnify, defend and hold harmless MTC, Parsons Brinckerhoff, 511 Rideshare, and their respective officers, directors, agents and employees against any and all suits, claims, or actions arising out of any injury to persons or property that may occur, or that may be alleged to have occurred, in the course of their participation in this Vanpool Seat Subsidy Program caused by an act or omission of the indemnifying Participant

**Waiver of Liability**

\* Only employers and/or individuals who have financial responsibility for the van and who register and form a vanpool with the 511 Rideshare after April 1, 2004, is eligible. Definition of a new vanpool for the purposes of all 511 Rideshare incentives (except FasTrak) are vans with 7 to 15 passengers that meets all of the following criteria: (1) new coordinator/primary driver in the 511 Rideshare database who has not been in an active vanpool for the last six months, (2) new route (city to city), (3) new vehicle on the road. Upon van formation, all drivers/coordinators must submit an Eligibility Requirements Form, which is a vanpool passenger list, for months one, three and six as proof of campaign eligibility. Random calls will be made following the submission of each of the three passenger lists to vanpool participants for verification that at least seven passengers are present in the vanpool. \$250 to \$500 in gas cards will be awarded on a first-come, first-served basis, until all funds are exhausted to vans that meet all eligibility requirements. Please note that federal law requires we provide 1099 tax documents to all who receive \$599.00 or more in a calendar year. Qualified recipients of the gas card incentive will be notified by phone within thirty (30) days after completion of the third and sixth month. 511 Rideshare reserves the right to make the final determination of eligibility on a case-by-case basis. The incentive is designed to foster new vans rather than rearranging the current fleet. Exceptions may be made for vans that are clearly new (e.g., a former coordinator from the East Bay moves to the South Bay, etc). Any discrepancies in information gathered during verification calls may disqualify the van. If conflicting information is provided, preference will be given to information that disqualifies the van.

The 511 Rideshare Program service area includes - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma, Solano, and Santa Cruz.

**By signing this application, you certify that all information contained in this application is true, correct and complete, and you are giving 511 Rideshare permission to run your Motor Vehicle Report through CA DMV when applicable, at no cost to you.**

Signature \_\_\_\_\_

Date: \_\_\_\_\_



# 511 FasTrak® - Participant List

Month \_\_\_\_\_ Year \_\_\_\_\_

This form must be completed every six (6) months and submitted to Michelle Mah by the first of the month.

I understand and agree that the van must have a minimum of eleven (11) and no more than fifteen (15) participants who will randomly be contacted for verification. I understand that failure to submit this form by the designated date above will result in the deactivation of the FasTrak transponder. I certify that all of the participants listed are currently participating in this vanpool. An exception to this requirement would be if van falls below eleven and will be subject to deactivation.

Vanpool Driver / Coordinator (Please circle one or both) Signature: \_\_\_\_\_

	Participant Name (please print clearly)	Daytime Phone (8:00 a.m. – 5:00 p.m.)	If a new rider, how did you commute before vanpooling?
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

Van Info: Yr: \_\_\_\_\_ Make: \_\_\_\_\_ Model: \_\_\_\_\_ License # \_\_\_\_\_ Toll Tag # \_\_\_\_\_

For internal use:

Received by \_\_\_\_\_ Date \_\_\_\_\_

Vendor/ Owner \_\_\_\_\_ Pool ID# \_\_\_\_\_



## 511 Vanpool Program FasTrak® Application and License Agreement

Please read this Application and License Agreement carefully. By accepting and using a FasTrak® Toll Tag issued by 511 Rideshare, you agree to the following terms:

**General:** This FasTrak® License Agreement ("Agreement") with the Bay Area Toll Authority ("BATA"), PB Americas Inc. (contractor acting on behalf of 511 Rideshare), and the Metropolitan Transportation Commission, collectively referred to in this Application and License Agreement as "the Agencies", allows you to use the FasTrak® Toll Tag through designated toll lanes of the State-owned toll bridges in the Bay Area (Antioch, Benicia-Martinez, Carquinez, Dumbarton, Richmond-San Rafael, San Francisco-Oakland Bay, San Mateo-Hayward bridges). Your acceptance of a FasTrak® Toll Tag constitutes your acknowledgement and consent to the terms of this Agreement. This Agreement is a license only and the Toll Tag remains the property of BATA. FasTrak® will not issue a Toll Tag to any applicant until any and all outstanding toll violations of that applicant have been paid and any and all other Bay Area FasTrak® account balances are settled.

**Vanpool Vehicle defined – Section 668 – California Vehicle Code:** A "Vanpool Vehicle" is any motor vehicle, other than a motor truck or truck tractor, designed for carrying more than 10 but not more than 15 persons including the driver which is maintained and used primarily for the non-profit work-related transportation of adults for the purpose of Rideshare.

### You Agree to:

- x Only use the toll tag for the vanpool vehicle(s) registered with 511 Rideshare. x Only use the toll tag for vanpool commute trips and for no more than one electronic toll charge per bridge per day. x Install and use the Toll Tag in accordance with instructions provided to you in your Toll Tag package.
- x Obey all applicable laws and regulations, as well as the policies and regulations of Caltrans toll bridges while observing posted speed limits on all FasTrak® toll facilities.
- x Report any changes to your vanpool vehicle, commute days/times, telephone number, vehicles, license plate numbers to 511 Rideshare. Failure to do so could incur toll violation charges at your expense.

**FasTrak® System:** Your Rideshare issued Toll Tag may be used for passage on the seven State-owned toll bridges in the Bay Area. **This toll tag may not be used on the Golden Gate Bridge.** If you drive on any FasTrak® Toll Facility in a vehicle with your Toll Tag, your Toll Tag will be read by that Toll Facility's electronic toll equipment, and a record of your transaction, including the vehicle license plate will be created. There will be no toll charged to your account for all vanpools operating in accordance with the rules, regulations and procedures of this agreement. You agree that the Agencies may share with the operator of such FasTrak® Toll Facility and its agents any information contained in this Application and License Agreement for purposes of processing and collecting tolls or penalties for misuse, and enforcing Agency policies. Your toll tag may not be used on other toll facilities including the SR-241, SR-133, SR-73, SR-91, I-15, or SR-125 or the Golden Gate Bridge. Using your Rideshare issued Toll Tag on these facilities will result in a toll violation.

**Toll Tag Use at Eligible Parking Facilities:** Your Toll Tag may not be used to pay parking fees at FasTrak-enabled parking facilities. The 511 Rideshare-provided Toll Tags are opted-out of the parking program. **Toll Tags:**

- x No deposit shall be required for the Toll Tags issued to a registered 511 Rideshare vanpool.
- x If a Toll Tag fails to operate for reasons other than abuse or improper use and is returned to 511 Rideshare, that Toll Tag will be replaced at no charge. x If a Toll Tag is lost or stolen, please call the FasTrak® Customer Service Center immediately by telephone at (877) 2298655. You remain liable for all unauthorized uses of the Toll Tag until you have notified the FasTrak® Customer Service Center that your Toll Tag has been lost or stolen. In addition, you will be charged \$20 for each Toll Tag entrusted to your possession that has been stolen unless an official police report is provided. 511 Rideshare will coordinate with you and FasTrak to replace a lost or stolen Toll Tag. x You agree that the Toll Tag may be read to provide anonymous traffic flow data to the Metropolitan Transportation Commission's '511' project, a real time traffic information service. No information identifying a FasTrak® account, person or vehicle using the Toll Tag will be collected by the Metropolitan Transportation Commission or '511'. If you do not want your Toll Tag's presence to be noted by '511', remove the Toll Tag from your windshield and place it in the special bag you received with the Toll Tag. Be sure to replace the Toll Tag on your windshield before you enter a FasTrak® lane in order to avoid toll violation charges. If you would like additional information about '511', please visit [www.511.org](http://www.511.org).



**Termination:** The Agencies may terminate this Agreement at any time and for any reason. If the Agencies request, or if you wish to terminate this Agreement, you must return all of the issued Toll Tag(s) to 511 Rideshare.

**Changes:** The Agencies reserve the right to change the terms of this Agreement and these policies at any time by providing written notice to you. You will be deemed to have received such notice ten (10) days from the date that notice is sent. You agree to all changes when you use your Toll Tag after that date.

**Release and Indemnity:** You hereby release the Agencies and their directors, officers, employees and agents from all loss, damage, or injury whatsoever, known or unknown, arising out of or in any manner connected with the use or performance of the Toll Tag(s) issued to you. You agree that neither the Agencies nor their directors, officers, employees nor agents will incur any obligation or liability for any such loss, damage or injury. Your sole and exclusive remedy against the Agencies will be replacement of any defective Toll Tag(s). You agree to indemnify, protect, and hold harmless the Agencies and their directors, officers, employees, and agents from all liability for any loss, damage or injury to persons or property arising from or related to the use of the Toll Tag(s) issued to you.

**Failure to Comply** with any portion of this Agreement may result in your transactions being processed as violations under California Vehicle Code 4770 and any other applicable law. If violations occur, you will be subject to all fees, fines and penalties, and unpaid violations may be referred to collection or result in the DMV withholding your vehicle registrations, as provided by law. 511 Rideshare reserves the right to revoke use of the 511 Rideshare-issued Toll Tag and collect unpaid violations including fees and fines.

**Personal Information Notice:** Agencies' treatment of personal information is described in the Privacy Policy available at [www.bayareafastrak.org/static/privacy/index.shtml](http://www.bayareafastrak.org/static/privacy/index.shtml) and is consistent with Federal and State laws governing an individual's rights to privacy. Your disclosure of personal information related to this program is voluntary. Failure to provide the information requested may result in delays in the processing of your enrollment application or in providing updated account information. Personal information provided by you and any data developed as a byproduct of your use of the electronic toll collection program will not be made available to third parties except as described in our Privacy Policy or unless permissible by law. You retain the right to inspect all personal information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to 511 Rideshare, along with your name, vehicle license, and Toll Tag number.

**Governing Law:** This Agreement shall be interpreted in accordance with the laws of the State of California. If any term of this Agreement is found to be invalid, such invalidity shall not affect the validity of the remaining terms.

Agreed to:

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date

<b>Mail to:</b>	<b>or Fax to:</b>
511	510-285-3322
1221 Broadway, Suite 800	Attn: Michelle Mah
Oakland, CA 94612	
Attn: Michelle Mah	