

**Bay Area Vanpool Program – Empty Seat Subsidy & Non-Revenue FasTrak® Toll Tag Application**

**COMPLETE ALL APPLICABLE PAGES AND MAIL OR EMAIL TO THE BAY AREA VANPOOL PROGRAM**

1221 Broadway, Suite 800 Oakland, CA 94612 510.285.3181 [Vanpool@511.org](mailto:Vanpool@511.org)

I am applying for: CHECK ALL THAT APPLY			
Vanpool Seat Subsidy <input type="checkbox"/>		Non-Revenue FasTrak® Toll Tag <input type="checkbox"/>	
(Owner-Operated Vanpools Only)		(Vans With 11-15 Seats Only)	
I am a:	Primary Driver <input type="checkbox"/>	Coordinator <input type="checkbox"/>	Driver/Coordinator <input type="checkbox"/> Back-up Driver <input type="checkbox"/>
Name:	E-mail:		
Address:	City:	Zip:	
Date Van Started (or will start):	Van Owned By:		
This section for Owner Operators Only			
Driver's License #:	State:	Expiration Date:	Birthdate:
Employer:	Work Hours:		
Address:	City:	Zip:	
Work Phone #:	Home or Mobile Phone #:		
Vehicle Information:			
Year:	Make:	Model:	License Plate #:
Number of seats in van:			
Please name the rider(s) who left your vanpool (applicable for seat subsidy request):			
<b>If you own your van, do you have the following CA Vanpool Vehicle and Driver requirements? Please check all that apply:</b>			
Vanpool Signs: Yes <input type="checkbox"/> No <input type="checkbox"/>		Approved Motor Vehicle Report: Yes <input type="checkbox"/> No <input type="checkbox"/> <small>(within last five (5) years from the date of this application)</small>	
Medical Exam Certificate: Yes <input type="checkbox"/> No <input type="checkbox"/>		Date of Medical Examination: Expiration Date: (if applicable)	
<b>If you own your van, 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 own your van and answered NO to any of the questions above, please contact the Bay Area Vanpool Program for compliance.</b>			
Pick up points:			
Drop off points:		Number of miles one-way:	



## Vanpool Seat Subsidy - Release and Waiver of Liability

The Bay Area Vanpool Program is administered by the Metropolitan Transportation Commission (MTC) and operated under contract by WSP. The Program offers a \$100.00 gas card seat subsidy to Vanpool Drivers or Coordinators whose vanpool loses a rider. The intent is to provide financial support during the time when the vanpool group is seeking to fill the vacant seat.

To receive the seat subsidy, the vanpool driver or coordinator (Participant) 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 Bay Area Vanpool 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, WSP, The Bay Area Vanpool Program, 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.

Only employers and/or individuals who have financial responsibility for the van and who register and form a vanpool with the Bay Area Vanpool Program may qualify. All coordinators and/or drivers must submit a Vanpool Seat Subsidy Application and a Vanpool Participant List for each of the months they are applying for the subsidy, up to a maximum of three months. The seat subsidy will cover one lost participant per month. The subsidy will be awarded to all vans that meet the eligibility requirements on a first-come, first-served basis until the funds are exhausted. The Bay Area Vanpool Program reserves the right to make the final determination of eligibility on a case-by case basis. 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 total amount a van can qualify for in any given month is \$100 in gas cards regardless of how many participants have been lost. To receive the subsidy for the next consecutive month, the driver/coordinator must resubmit the participant list by the end of the month. Participant lists with day-time phone numbers are required. Verification calls will be made randomly.

The Bay Area Vanpool Program service area includes - Alameda, Contra Costa, Marin, Napa, San Francisco, San Mateo, Santa Clara, Sonoma, and Solano counties.

I understand that the van must have previously had a minimum of seven participants and be down at least one rider for three weeks prior to the application for the seat subsidy. I have indicated on this form who is no longer participating in the vanpool and understand that those who are still participating will be contacted for verification. I certify that all the information I have provided is correct, and if any discrepancies occur I may be disqualified from the seat subsidy program. I have read the program requirements provided on [vanpool.511.org](http://vanpool.511.org).

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

Signature: \_\_\_\_\_

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

# The Bay Area Vanpool Program Non-Revenue FasTrak® Toll Tag Application and License Agreement

By accepting and using a FasTrak® Toll Tag issued by the Bay Area Vanpool Program, you agree to the following terms:

**General:** This FasTrak® License Agreement (“Agreement”) with the Bay Area Toll Authority (“BATA”), WSP (contractor acting on behalf of the Bay Area Vanpool Program), 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) and the Bay Area Express Lanes. 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:**

- Only use the toll tag for the vanpool vehicle(s) registered with the Bay Area Vanpool Program.
- Only use the toll tag for vanpool commute trips and for no more than one electronic toll charge per bridge per day.
- Install and use the Toll Tag in accordance with instructions provided to you in your Toll Tag package.
- Obey all applicable laws and regulations, ordinances and policies relating to the State-owned toll bridges and the Bay Area Express Lanes while observing posted speed limits on all FasTrak® toll facilities.
- Report changes to your vanpool vehicle, commute days/times, telephone numbers, and license plate number to the Bay Area Vanpool Program. Failure to do so could incur toll violation charges at your expense.
- Provide an updated vanpool participant list (Page 2) every six months. If there have been no changes to the vanpool, submit the same list and update the date submitted.

**FasTrak® System:** Your Bay Area Vanpool Program issued Toll Tag may be used for passage on the seven State-owned toll bridges in the Bay Area and the Bay Area Express Lanes. **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 Bay Area Vanpool Program 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 Bay Area Vanpool Program-provided Toll Tags are opted-out of the parking program.

## **Toll Tags:**

- No deposit shall be required for the Toll Tags issued to a registered the Bay Area Vanpool Program vanpool.
- If a Toll Tag fails to operate for reasons other than abuse or improper use and is returned to the Bay Area Vanpool Program, that Toll Tag will be replaced at no charge.
- If a Toll Tag is lost or stolen, please call the Bay Area Vanpool Program so that the Toll Tag is deactivated immediately. The Bay Area Vanpool Program will coordinate with you and FasTrak to replace a lost or stolen Toll Tag.

**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 FasTrak Customer Service Center.

**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, commissioners, 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, commissioners, 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 40250 et seq. 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. the Bay Area Vanpool Program reserves the right to revoke use of the Bay Area Vanpool Program-issued Toll Tag and collect unpaid violations including fees and fines.

**Personal Information Notice:** Agencies' treatment of personally identifiable information is described in the Privacy Policy available at [www.bayareafastrak.org](http://www.bayareafastrak.org) and is consistent with Federal and State laws governing an individual's rights to privacy. Your disclosure of personally identifiable 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. Personally identifiable 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 personally identifiable information pertaining to your account. Any inquiry or request to obtain information, in accordance with the above provisions, should be directed in writing to the Bay Area Vanpool Program, 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 term.

Signature: \_\_\_\_\_

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

Phone Number: \_\_\_\_\_

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