

RIDEVAN PLUS LEASE AGREEMENT

THIS RIDEVAN PLUS LEASE AGREEMENT (the "Agreement") is made and entered into this Day of , Month, Year 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 Company, whose address is Address ("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, Lessee 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 "RVP 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 "RVP 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 – RVP VANPOOL DESCRIPTION AND DEFINITIONS

1.1 RVP Vanpool. For purposes of this Agreement, the term "RVP Vanpool" means the nonprofit mode of prearranged commuter transportation in a RVP Vehicle that is owned by UTA and leased to Lessee and consists of a relatively fixed group of at least six persons, including the driver, that travels between fixed route bus stops and rail stations ("Transit Stops") and the workplace. Lessee is prohibited operating the RVP Vanpool Vehicle in excess of a ten mile distance each way, a twenty-mile round trip, or 440 miles in each month. The number of individuals in the RVP Vehicle at any one time shall not exceed the RVP Vehicle manufacturer's design capacity for group occupancy. The RVP 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 RVP Vanpool.

1.2 Term of Agreement. The term of this Agreement shall commence on Date and end on Date unless otherwise terminated as described (the "initial term") and together with any renewal term(s) the "term" 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 RVP Vanpool from participants, the RVP Vanpool is not intended to result in profits or income for Lessee. The intent of this Agreement and any RVP 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 RVP 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 RVP Vehicle was acquired with Federal funds. As such, the RVP Vehicles are intended for public transportation purposes. As such, use of the RVP Vehicle is not intended to exclusively serve Lessee's employees. UTA may add commuters to the RVP Vanpool that are not employed by Lessee.

SECTION 2 - UTA'S OBLIGATIONS

2.1 Lease of Rideshare Vehicle. UTA agrees to lease to Lessee, for the term of this Agreement, and subject to the conditions contained herein, a Rideshare Vehicle provided by UTA for the sole purpose of Lessee's operation of a RVP Vanpool as defined in Section 1.1. The make and model of the RVP 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 RVP 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, UTA shall fulfill its Utah Motor Vehicle Financial Responsibility obligations for the RVP Vanpool Vehicle in the Vanpool program through a combination of self-insurance and traditional/excess insurance for the following amounts:

Automobile Liability - \$4,000,000 per accident
\$25,000 per person/\$500,000 per accident for Uninsured Motorist coverage
\$1,000 for Under Insured Motorist coverage
\$3,000 PIP/No-fault coverage included.

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. Nothing in this Agreement 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.

The Lessee acknowledges reading and receiving UTA's Declaration of Policy Statement Regarding Uninsured Motorist and Underinsured Motorist Coverage found at <https://www.rideuta.com/doing-business/insurance-claims>

The Lessee acknowledges that his/her own personal automobile insurance may be implicated in the event of an accident or loss involving a RVP Vanpool vehicle.

2.3 Accidental Collision Damage to RVP Vanpool Vehicle.

(A) Partial Damage to RVP Vanpool Vehicle. Lessee agrees that, in the event that a RVP Vanpool Vehicle is damaged but not "totaled" (meaning that the cost of repair of the RVP 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 RVP Vanpool Vehicle to determine whether repair of the RVP Vanpool Vehicle is warranted. If UTA determines, at its sole discretion, that repair of the RVP Vanpool Vehicle is warranted, UTA will pay the cost of repairing the RVP Vanpool Vehicle, minus the Deductible payable by Lessee contained in Section 3.7. At UTA's sole option, UTA may either: (1) repair the RVP Vanpool Vehicle; or (2) pay a third-party, selected by UTA, in its sole discretion, to repair the damage of the RVP Vanpool Vehicle.

(B) Total Damage to RVP Vanpool Vehicle. UTA agrees that, in the event that a RVP Vanpool Vehicle is "totaled" (meaning that the cost of repair of the RVP 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 RVP Vanpool Vehicle; or (2) terminate the Agreement. Any replacement RVP 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 RVP Vanpool Vehicle manufacturer provides a warranty against any defects in the RVP 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 RVP 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 RVP 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 RVP Vehicle.

3.2 RVP Vanpool Program Requirements.

(A) Lessee shall appoint a Bookkeeper. The Bookkeeper shall be responsible for tracking and reporting the monthly RVP 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 RVP Vanpool. The POC shall be responsible for sending and receiving 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.utacommuter.com unless other arrangements are made with a Vanpool Support Specialist.

(D) Lessee shall submit a Vanpool Roster and Database Worksheet for each RVP Vehicle leased by Lessee and ensure the file with UTA remains current at all times.

3.3 Policy Guidelines. The Vanpool Operations Manual contains certain policies, procedures, reporting requirements and other obligations applicable to the RVP Vanpool. Lessee will abide by, and will cause all participants in the RVP Vanpool to abide by, the requirements of the Vanpool Operations Manual. A copy of the most current Vanpool Operations Manual has been made available 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 RVP Vehicle. Lessee agrees to operate the RVP Vehicle in accordance with the provisions contained in the Safe Operating Habits section of the Vanpool Operations Manual.

(B) RVP 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 RVP Vanpool Vehicle. Lessee agrees to use the Vanpool Vehicle for the primary purpose of transporting Vanpool participants between Transit Stops and places of work. Lessee shall not use the RVP Vehicle in conjunction with any illegal or unlawful purposes. Lessee shall not use the RVP 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 RVP Vehicle as contemplated by the RVP Vanpool, as described in Section 1.1 of this Agreement. Any other use of the RVP Vehicle by Lessee may 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 RVP 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 RVP Vehicle in good condition, normal wear and tear excepted. Lessee shall be responsible for any claim, damage or excess wear and tear occasioned by Lessee's failure to maintain the RVP 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 RVP 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 RVP 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 RVP 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 RVP Vehicle by the RVP Vanpool Lessee or to purchase washes for the RVP 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 may result in civil and criminal charges.**

3.6 Lease Payments. As consideration for the use of the RVP 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 set forth in the Vanpool Description and Monthly Lease Payment Worksheet. Lessee shall pay the amount invoiced within thirty (30) days of the date of receipt 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 RVP 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 Lessees request by contacting UTA's Accounts Receivable Department.

3.7 Applicable Deductible. If the RVP Vehicle is damaged as provided in Section 2.3 of this Agreement, Lessee shall be responsible for paying UTA \$0 within 30 days of the date of repair of the RVP Vehicle if terminated or replaced. If the RVP Vehicle is replaced in accordance with the provisions of Section 2.3A, Lessee shall pay UTA a deductible of \$0 within 30 days of the date the RVP Vehicle is replaced. Failure to pay any deductibles shall be grounds for termination in accordance with the provisions of Section 4.2 of this Agreement.

3.8 Limitation on Personal Use. Any personal use of the RVP 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 RVP Vehicle shall only be by the designated driver or alternative driver(s). Personal use of the RVP Vehicle shall not conflict with the needs of the RVP Vanpool or the provisions of this Agreement. Without limiting the breadth of the preceding provision, the Lessee agrees that the RVP Vehicle shall under no circumstances be used for any of the following purposes: (i) camping; (ii) vacation travel; (iii) hauling campers, boats, trailers and similar items; (iv) transporting non-family members under the age of 18; 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 RVP 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 RVP 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 RVP Vehicle. The amount of the fee paid by commuter passengers shall not exceed Lessee's operating costs, as set forth in the Vanpool Description and Monthly Lease Payment Worksheet.

3.12 Sublease and Assignment. Lessee agrees that it will not sublease or assign this Agreement or the operation of the RVP 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.utacommuter.com/uta2.

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 RVP Vehicle within 24 hours to the Vanpool Maintenance Supervisor.

3.15 Permanent RVP 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 RVP Vehicle

3.16 Expenses of RVP Vanpool. Any costs sustained by Lessee **that are not provided for herein or 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 RVP 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 4702.1A, "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.

3.19 Eco Pass.

(A) EcoPass Issuance. In the event Lessee's riders do not have a current EcoPass or EcoPass Rewards at the time Lessee enters into this Agreement, UTA shall issue each RVP Vanpool participant registered on the roster with an EcoPass as part of the monthly lease payment. Each EcoPass shall be valid for a period of one year and must be renewed annually. In the event this Agreement is terminated or expires and is not renewed, all EcoPasses issued under this Agreement will be deactivated and will no longer be accepted as valid fare on any UTA service. In the event a participant's name no longer appears on the roster of a RVP Vanpool, the participant's EcoPass issued under this Agreement will be deactivated and will no longer be accepted as valid fare on any UTA service.

(B) Authorized Services. So long as this Agreement has not been terminated, each EcoPass issued to a participant under this Agreement and in compliance with this Agreement, when used by such participants to "tap-on" and "tap-off" at designated card readers when boarding and alighting a UTA transit vehicle in accordance with UTA's EFC Rules, shall be recognized as full fare for fixed route bus, express bus, bus rapid transit, Streetcar light rail, TRAX light rail, and FrontRunner commuter rail routes operated by UTA. EcoPass are not recognized as valid fare on UTA's ski service routes, route deviation trips, Park City Connect Service routes, or special service routes, including ADA Paratransit and Flextrans service.

(C) Confiscation of Passes and Unauthorized Use of Passes. UTA has the right to confiscate an EcoPass at any time from any person who UTA reasonably believes is not an eligible user. UTA has the right to confiscate any Pass that UTA reasonably believes has been duplicated, altered or used in any unauthorized way. UTA reserves the right to pursue claims or demands against, or seek prosecution of, any person who duplicates, alters or uses the EcoPass in any unauthorized way. UTA will deactivate a Pass that is confiscated and the RVP Vanpool participant will receive no credit for such EcoPass.

(D) **Non-Transferable.** Each EcoPass is not transferable to any other person other than the RVP Vanpool Participant to whom it was issued.

(E) **Replacement for Lost, or Stolen Passes.** UTA will charge a fee of \$5.00 for each lost or stolen EcoPass.

(F) **Compliance with Electronic Fare Collection Rules.** Participants must comply with Electronic Fare Collection (“EFC”) rules located at http://www.rideuta.com/uploads/EFCCardholderRules_7_27_11_links1.pdf. Failure to do so may result in criminal or civil penalties.

SECTION 4 – RVP 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 RVP Vanpool is unsuccessful or is unable to continue the operation of the RVP Vanpool, Lessee may submit a written request to abort the RVP Vanpool and terminate this Agreement. Upon receiving that request, UTA will make arrangements to take back the RVP Vehicle and Lessee will have no prospective obligations under this Agreement, except to return the RVP 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 RVP Vanpool is terminated for any reason, Lessee shall: (a) submit in writing to UTA a cost breakdown of the operation of the RVP Vanpool showing the current and accumulated rider's fee paid to Lessee; (b) deliver and peacefully surrender the RVP Vehicle to UTA as soon as possible, but not longer than three (3) days after termination.

SECTION 5 - MISCELLANEOUS

5.1 Risk of Loss; Indemnification. UTA will acquire automobile liability insurance for the RVP Vehicle as described above. UTA will self-insure the property damage losses with respect to the RVP Vehicle and will repair and/or replace the RVP Vehicle (as described above) in the event of partial or total damage to the RVP Vehicle, subject to Lessee's satisfying the Deductible provisions contained in Section 3.6 of this Agreement. Lessee will be solely responsible for any uninsured risks resulting from the RVP 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 by the insurance 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: **Company Name**
 Name
 Address
 Address
 Email: **Email Address**

CC: **Company Name**
 Name
 Address
 Address
 Email: **Email Address**

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

CC: The Utah Transit Authority
 Attention: Office of General Counsel
 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 parties may change their respective representatives upon written notice to the other party, given as provided in this Agreement. Each party's representative shall be the primary contact for communications and all other interactions between Lessor and Lessee that are required under this Agreement; provided, however, that the representatives shall have no power or authority to bind their respective principles under the terms of this Agreement, Such power and authority which shall remain with the parties and respective principles. 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
 Email:mgoldman@rideuta.com

FOR LESSEE:

Authorized Representative
Company Name
Address
Address
Phone No: Phone Number
Email: Email Address

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/other than indemnified parties.

5.11 Facsimile and Electronic Signatures. This Agreement may be executed and delivered by facsimile or by 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 RideVan Plus Lease Agreement is not modified, UTA's Office of General Counsel has approved as to form.

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

LESSEE
Company Name

By: _____
Ryan Taylor
Special Services General Manager

By: _____
Name
Title

By: _____
Michael Goldman
Program Manager