



# Three-Party Provider Application

To be completed by a Provider Representative authorized to commit the Provider financially.

Corporation		Partnership		Other (please describe)		
Please check one of the above.						
<b>Company Info</b>	Name of Company			Employer Tax I.D. Number		
	Web Site Address			Dun & Bradstreet Number		
	Street Address		Years At This Address			
	City	State	Zip	Phone		
	Email			Fax		
<b>Billing Info</b>	Billing Name (if different than above)		P.O. Number	Attention		
	Billing Address (if different than above)			Department		
	City	State	Zip	Phone		
	Email			Fax		
<b>Business References</b>	1. Bank/Business Name	Account #	Complete Street and PO Address		Phone	
					Fax	
	2.				Phone	
					Fax	
	3.				Phone	
					Fax	
VPSI Local and Home Office Use Only						
<b>Submitted By</b>			<b>Approval / Decision Number</b>			
<b>Submission Date</b>			<b>Approval / Decision Date</b>			

**Disclosure Statement and Signature**

Everything I have stated in this application is true to the best of my knowledge. I understand that VPSI relies on this information in deciding whether or not to grant or continue credit to the company listed above. I also understand that VPSI will retain this information whether or not the application is approved. VPSI is authorized to check our company's credit and to answer questions about VPSI's credit experience with our company. I further certify that I have the requisite authority to commit the sponsor financially.

**Provider Representative Signature:** X \_\_\_\_\_ **Date:** \_\_\_\_\_

**Provider Representative Printed Name** \_\_\_\_\_



# Three-Party Volunteer Driver Agreement

Van Number \_\_\_\_\_ VIN \_\_\_\_\_

This Agreement is between (1) the financial support provider, (hereinafter called **Provider**), as evidenced by the signature of its authorized representative, (2) the approved volunteer driver, (hereinafter called "**Driver**"), whose signature appears below; and (3) VPSI, Inc., (hereinafter called "**VPSI**"). This agreement shall become effective on the date it is accepted by **VPSI**, as evidenced by the signature of its authorized representative.

## I. DEFINITION OF TERMS

As used in this Agreement, the following terms are defined as indicated below:

- A. The **Provider** is the employer of the **Driver**; and is a company, agency or organization which has been approved as a **Provider** by **VPSI**. An authorized representative of the **Provider** has signed this Agreement.
- B. The **Driver** is a person who has been approved, in writing, by **VPSI** as the **Driver** and has signed this Agreement.
- C. An **Alternate Driver** is a person who been approved, in writing, by **VPSI** as an **Alternate Driver** and has signed an Alternate Volunteer Driver Agreement.
- D. The **Driver** and an **Alternate Driver** are vanpool participants who volunteered to be the approved **Driver** or an **Alternate Driver** and each: 1) has and maintains a valid driver's license, 2) has a minimum of five years current and uninterrupted licensed driving experience, 3) is twenty-five years of age or older, 4) has and maintains a driving record acceptable to **VPSI** and, 5) **has been issued written approval by VPSI to operate vehicles provided by VPSI.**
- E. The **Driver** and an **Alternate Driver** volunteered to be a vanpool driver and have not been designated by a group or company as a driver and each receives no compensation from a group or company for driving. The **Driver** or an **Alternate Driver** is not an agent, servant or employee of **VPSI**. The **Driver** or an **Alternate Driver** is an independent party participating, with others, in a voluntary, not for profit, ridesharing arrangement.
- F. Any vehicle assigned by **VPSI** under this Agreement is the property of **VPSI** and this Agreement is a contract to permit use of the vehicle only by the **Driver** or an **Alternate Driver** who are each in possession of written approval issued by **VPSI** to operate a vehicle provided by **VPSI**, and only to be used as provided herein.

## II. REPRESENTATIONS AND AGREEMENTS BY THE PARTIES

Each of the parties makes certain representations and agrees to terms, conditions, actions and requirements as specified below:

### A. **Provider** represents and agrees:

1. To pay **VPSI** for vehicle expenses, related services, and other fees in accordance with the terms of this agreement.
2. To pay other charges which may be due **VPSI**, including but not limited to applicable sales tax, excess mileage charge as described below or non-sufficient funds charge of \$40 for any payment returned for non-sufficient funds.
3. To forward payments to **VPSI** for the full amount due. Payments must be received by **VPSI** by the fifth calendar day of the month covered by the invoice from **VPSI** to avoid a late charge.
4. Late fees will be assessed to the unpaid balance at a periodic (monthly) late fee rate of 2% when the payment is received after the fifth calendar day of the month covered by the invoice from **VPSI**.
5. Payments shall be applied first to late fees and then to the unpaid balances of each product or service purchased, in the order in which it was purchased.
6. All charges will be deemed final and binding unless disputed in writing within forty-five (45) days of the invoice date. All disputed charges must be paid pending dispute resolution.
7. If **Provider** defaults on this Agreement, or any other lending agreement between **Provider** and **VPSI**, by not paying any balance when due, or breaching any other term of this Agreement, then **VPSI** may terminate this account, demand immediate payment of the entire balance, and start collection proceedings, subject to any notice of default and right to cure required by state law. To the extent not prohibited by applicable law, **Provider** agrees to pay all collection costs, including reasonable attorney's fees.
8. The amount due **VPSI** may be changed at any time by **VPSI** upon 30 days advance written notice from **VPSI**.

Initials of Driver / and Provider / Date

- a. Monthly Fee ..... \$ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_
- b. Monthly Mileage Allowance ..... \_\_\_\_\_ miles / \_\_\_\_\_ / \_\_\_\_\_
- c. Excess Mileage Charge ..... \$ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_  
(Applies to miles used in excess of Monthly Mileage Allowance)
- d. Collision Deductible Per Occurrence ..... \$ \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

B. **Driver** represents and agrees that he/she:

1. Will participate in a **VPSI** commuter vanpool as a volunteer driver and will use the vehicle to pick up, transport and deliver other vanpool participants to and from their residences (or other locations agreed to by **Driver** and the passengers) and their places of employment (or other locations agreed to by **Driver** and the passengers), and further agrees use of the vehicle for the purposes permitted under this Agreement will not be construed as "driving for hire or being engaged in transportation as a business."
2. Has an appropriate, valid driver's license to operate the vehicle and further, will comply with any restrictions to such license.
3. Will immediately advise **VPSI** in the event of:
  - a. Cancellation, lapse or change of the license of **Driver**.
  - b. Termination of **Driver's** principal employment.
4. Has viewed the **VPSI** safety video, "The Vanpool Difference" and will, when requested by **VPSI**, be available to participate in a basic driver training or safety awareness orientation offered by **VPSI** or a designated agent, and will cooperate at any time with respect to obtaining the motor vehicle driving record of **Driver**.
5. Shall not consent to or allow the use of the vehicle by anyone other than an **Alternate Driver** in possession of written approval from **VPSI**.
6. Will return the vehicle to **VPSI** in the same condition, and with all the equipment and documents, as when delivered. Upon delivery and return of the vehicle, **Driver** and **VPSI**, or their respective agents, shall inspect the vehicle and execute a jointly-signed report on its condition. Damage, that is not attributable to a reported accident or collision/comprehensive claim supported by appropriate written reports, will be the sole responsibility of **Driver**. **Driver** is not responsible for ordinary wear and tear or damage which is the subject of a pending collision or comprehensive insurance claim.
7. Is responsible for obtaining maintenance service and will:
  - a. Maintain a clean vehicle - exterior and interior.
  - b. Purchase gasoline for the vehicle at major name-brand service stations.
  - c. Comply with recommended or required maintenance service in accordance with **VPSI** instructions, including those contained in the **VPSI** Preventive Maintenance Coupon Book.
  - d. Check and adjust all tire pressures to conform to manufacturer's specifications particular to the vehicle (as found on the placard or sticker attached to the driver door post, driver door edge, fuel door or glove box).
  - e. Obtain **VPSI** authorization prior to having any other maintenance or repair performed, **except** for individual items of less than \$25 such as engine oil, anti-freeze, transmission fluid, wiper blades, fuses, bulbs or headlights which are necessary for the safe operation of the vehicle; and **except** for the use of the Preventive, Emergency or State Inspection Coupons in the **VPSI** Preventive Maintenance Coupon Book.
8. Will not drive outside of a 200 mile radius of **Driver's** home without specific written approval, in advance, from **VPSI**.
9. Will operate the vehicle in accordance with all applicable laws, ordinances, rules and regulations.
10. Will be solely responsible for any violation, fee or any other cost related to a violation resulting from the use or operation of the vehicle.
11. Will notify **VPSI** within 24 hours of any moving violation by **Driver** involving the operation of any vehicle and will send to **VPSI**, proof of the resolution of any violation involving a vehicle provided by **VPSI**, within thirty (30) days of such resolution.
12. Will, in the case of any incident or accident or any other loss or damage to or involving the vehicle:
  - a. Immediately notify and provide information to **VPSI** or the designated agent of **VPSI**, regarding any incident or accident involving bodily injury or property damage or, in the event **VPSI** cannot be notified, report to the Insurance Company in accordance with published accident reporting instructions.
  - b. Provide a written accident report to **VPSI** within 24 hours of the incident or accident.
  - c. Cooperate fully with **VPSI**, its insurer and other agents or representatives of **VPSI** in all incident or accident investigations and/or settlements.

C. **VPSI** represents and agrees it:

1. Will provide a vehicle for the purpose of operating a vanpool and will render such other reasonable assistance as may be required for the functioning of the vanpool.
2. Will, at its expense, provide vehicle licensing, vehicle registration and vehicle maintenance.
3. Will, upon review and approval of original paid receipts, reimburse **Provider** or **Driver** for maintenance or repair expenses incurred, as provided for in this Agreement

4. Will allow only the **Driver** or an **Alternate Driver** limited personal use of the vehicle outside of normal commuting periods as described in Section II. B. 8. of this Agreement.
5. Will credit **Provider** on a prorated basis, based upon a 30-day month, for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, until such time as a back-up vehicle is made available by **VPSI** or its agent.
6. Will be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed to the nearest authorized service facility when the vehicle is inoperable.
7. Will, at its expense, provide automobile liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof, equal to a combined single limit (CSL) of \$1,000,000.00 to protect **Driver** and **Alternate Driver**, while operating a vehicle provided by **VPSI**, from claims made by others for bodily injury (including death) and property damage.

This insurance will not apply to: 1) any obligation for which **Provider, Driver, Alternate Driver** or any insurance carrier may be held liable under any workers' compensation law or any similar law, rule or regulation, 2) any obligation assumed by **Provider, Driver** or **Alternate Driver** under any expressed or implied contract, 3) uninsured motorist protection, underinsured motorist protection, no-fault benefits, personal injury protection, or medical payments, except where required by law, and then only to the minimum financial responsibility required by applicable law, or 4) any liability of **Provider, Driver** or **Alternate Driver** arising while the vehicle is being operated or used during **UNAUTHORIZED USE** as defined in Section II. D. 1.

8. Will assume the risk of loss of or damage to a vehicle provided by **VPSI** under this Agreement in excess of the deductible, except if such loss or damage occurs while the vehicle is being used or operated during **UNAUTHORIZED USE** as defined in Section II. D. 1.
9. Will indemnify, hold harmless and defend **Provider, Driver, and Alternate Driver** against insured claims resulting from the operation of a vehicle provided by **VPSI**, except during **UNAUTHORIZED USE** as defined in Section II. D. 1. and equal to an amount as described in Section II. C. 7.
10. Will maintain and provide to **Driver** (and upon request furnish to **Provider**) evidence of automobile liability insurance, state authorized self-insurance, excess liability insurance, or a combination thereof, equal to an amount as described in Section II. C. 7.

D. The Parties further agree:

1. The operation of a vehicle by any person with the knowledge or consent of **Provider, Driver** or **Alternate Driver** under any of the following conditions, hereinafter called **UNAUTHORIZED USE**, constitutes a material breach of this Agreement, and **VPSI** insurance will not apply to any liability arising from such use. **UNAUTHORIZED USE** includes but is not limited to:
  - a. **USE OF THE VEHICLE BY ANYONE OTHER THAN THE DRIVER OR AN ALTERNATE DRIVER IN POSSESSION OF WRITTEN APPROVAL FROM VPSI.**
  - b. Use or evidence of use, of the vehicle by any person under the influence of narcotics or intoxicants, including any person who knowingly is adversely affected by medicines or prescriptions.
  - c. Driving in any race or speed test or contest.
  - d. Use of the vehicle to propel or tow any trailer or other vehicle.
  - e. Driving upon other than paved or suitably graded public highways, private roads, and driveways; or under or upon tunnels and bridges posted with insufficient clearance or weight capacity.
  - f. Carrying passengers for hire, or any business or commercial use of the vehicle.
  - g. Driving outside the borders of the United States.
  - h. Parking the vehicle overnight other than at the residence of **Driver, Alternate Driver** or a vanpool participant without prior written approval from **VPSI**.
  - i. Use of the vehicle 1) without making a reasonable effort to ensure all occupants, including the **Driver** or **Alternate Driver**, are wearing their seat belts, 2) by more passengers than there are seat belts, and 3) without requiring occupants to comply with applicable seat belt laws and child restraint laws.
  - j. Transporting formal groups, such as church groups, scout troops, athletic teams, etc.
  - k. Transportation of any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive; or any contraband material.
  - l. Loading the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
  - m. Leaving the vehicle and failing to remove all keys; failing to close and lock all doors and windows; and otherwise contributing to the vandalism or theft of the vehicle.
  - n. Use of the vehicle in the commission of a crime or illegal activity.
  - o. Use or abuse of the vehicle by **Driver, Alternate Driver** or vanpool participant who, as a result of reckless misconduct or gross negligence, damages the vehicle or causes injury or property damage to others.
  - p. Use of any cell phone device (including a hands free cell phone) or personal audio or video equipment by the **Driver** or **Alternate Driver** while operating the vehicle.

2. This Agreement shall be terminated by:
  - a. **Provider** or **Driver** giving **VPSI** thirty (30) days notice, in writing, unless waived, in writing, by **VPSI**.
  - b. **VPSI** giving thirty (30) days notice, in writing, to **Provider** and **Driver**, without cause.
  - c. **VPSI** giving twenty-four (24) hours notice, in writing, to **Provider** and **Driver** for cause.
3. Upon the termination of this Agreement, the **Provider** and/or **Driver** will arrange for and/or pay the cost of the return of the vehicle, any accessories and all documents pertaining to it, to the **VPSI** Customer Service Center location shown below or another location designated by **VPSI** and agreed to by **Provider** and/or **Driver**.
4. This Agreement may not be assigned without prior written consent by **VPSI**.
5. **VPSI** insurance applies only to vehicles supplied by **VPSI** under this Agreement.
6. **VPSI** shall not be responsible to **Provider**, **Driver**, **Alternate Driver** or others for any loss of income, inconvenience or other damages sustained as a result of an interruption of services to be furnished by **VPSI**.
7. It is expressly understood neither **VPSI** nor its insurance company will be responsible for any person's property lost, stolen, or damaged in or from the vehicle.
8. This Agreement embodies the entire Agreement between the parties with respect to the transactions contemplated. Any prior agreements, representations or warranties between the parties other than those set forth in this Agreement are rescinded. This Agreement may not be modified or altered except in writing by Addendum attached hereto and signed by **Provider**, **Driver** and **VPSI**.
9. Any provision of the Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective only to the extent of such prohibition or unenforceability without invalidating the remaining portions hereof or affecting the validity or enforceability of such provisions in any other jurisdiction.

10. All notices and/or correspondence shall be addressed to:

**Provider** (Company or Organization)  
 Please print name and address

---

---

---

---

---

---

---

---

**VPSI, Inc.** World Headquarters  
 1220 Rankin Drive  
 Troy, MI 48063-6004

**VPSI, Inc.** Customer Service Center (at below address)

---

---

---

**Driver**  
 Please print name and home address

---

---

---

---

Agreed to this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by:

\_\_\_\_\_  
**Provider's Authorized Representative Signature** Title

\_\_\_\_\_  
**Driver's Signature**

\_\_\_\_\_  
**VPSI, Inc.** Title

**Certificate of Resolution**

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

Entity's Legal Name: \_\_\_\_\_

Date of Adoption: \_\_\_\_\_  
(Date of meeting or written consent)

In connection with a Lease relating to a vanpool(s) with VPSI, Inc. (Lessor), the undersigned, certifies as its authorized representative the following facts:

- The \_\_\_\_\_ is organized and operating under the laws of \_\_\_\_\_, is  
(Type of entity) (State of Incorporation)  
qualified to do business in the State of \_\_\_\_\_, and is in good standing.
- The name of the entity, as stated in its articles is:

\_\_\_\_\_  
(Legal name of entity)

- Neither the articles nor the bylaws of the entity limit the power of the board of directors / members / partners to pass the following resolution.

BE IT RESOLVED, that \_\_\_\_\_  
(Legal name of entity)

is authorized to lease certain personal property from VPSI, Incorporated ("Lessor") as described in the document entitled "Three Party Volunteer Driver Agreement" ("Lease") and to execute such Agreement and any other documents or instruments that may be necessary, appropriate or required by Lessor in connection with the Lease.

BE IT FURTHER RESOLVED, that

_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>
_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>
_____ <small>(Name of Individual)</small>	_____ <small>(Signature)</small>	_____ <small>(Title)</small>

(the "Authorized Representative(s)") is/are authorized to execute the Lease, and any other documents or instruments necessary, appropriate or required by Lessor, as the Authorized Representative(s) may deem proper. Each Authorized Representative shall either sign alone or together with any other Authorized Representative. The Entity confirms and ratifies all actions of the Authorized Representative(s) to date with respect to the lease of property evidenced by the Lease and all documents executed in connection therewith. The undersigned keeps the records and minutes of the proceedings and actions of the entity, and this resolution is an accurate reproduction of the ones made in those proceeding or actions. They have not been amended, modified, or rescinded and are now in full force and effect.

\_\_\_\_\_  
Signature and Title

\_\_\_\_\_  
Printed Name

This instrument was acknowledged before me on \_\_\_\_\_ by \_\_\_\_\_  
(Date)

\_\_\_\_\_, \_\_\_\_\_, of \_\_\_\_\_  
(Name) (Title)

\_\_\_\_\_, a \_\_\_\_\_  
(Legal Name of Entity) (State of Incorporation)

, on behalf of said entity.

\_\_\_\_\_  
Notary Public, State of \_\_\_\_\_