



LEASE AGREEMENT
Day Use – Shuttle/Ride Share
October 24, 25, 26, 2017
3 Vehicles

COMPANY: City of Franklin, Tennessee

Vanpool Vehicle No: TBD VIN: TBD
is the property of Williamson County. The company, does not acquire any right or title to the Vehicle. All certificates of title or registration application will be applied for, issued, and maintained in the name of Williamson County.

This Agreement is designed to promote the cooperation essential to the operation of a successful vanpool/shuttle. It establishes the rights and responsibilities of City of Franklin, Tennessee hereinafter referred to as Company, and The TMA Group Van Star Program, The TMA Group of Franklin, Tennessee, a nonprofit 501-(c)3 corporation organized and existing under the Tennessee Nonprofit Corporation Act, hereinafter referred to as TMA and Williamson County, hereinafter referred to as WC.

This Agreement shall be in effect beginning on the date the Agreement is signed by TMA and the Company.

The Company may terminate the Agreement for any reason with a 30-day written notice (unless waived by TMA).

TMA may terminate this Agreement for any reason upon written notice.

TMA will terminate this lease agreement if the Company or drivers fail to comply with one or more of the obligations set forth in this Agreement or the TMA rules and regulations governing operation of the van which may include but not be limited to:

1. Driver is found negligent in part or whole for an accident;
2. A validated safety complaint;
3. Driver does not qualify for insurance coverage;
4. Unauthorized personal use of the Van;
5. Non-compliance with the vanpool program's policies or terms of this Agreement.

In the event this Agreement is terminated, the Company is responsible for returning the van to TMA within 24 hours, clean and in good condition (ordinary wear and tear expected). Failure to return a clean van in good condition will result in a One Hundred Dollar (\$100.00) service charge. In the event that negligence, such as unreported damage to the van, has been determined by TMA, upon documented proof of

negligence by Company and written notice, the Company agrees to pay TMA the insurance deductible required to return the van to satisfactory condition.

TMA, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Provide a vehicle for the use pursuant to this Agreement.
2. Provide insurance coverage for only the vehicle supplied by TMA as set forth below: Provide insurance coverage for only the vehicle supplied by TMA as set forth below:
 - a. Liability
 - b. Medical Payments
 - c. Property Damage Comprehensive
 - d. Collision
3. Uninsured Motorist.
4. Name the Company and the Driver(s) as the insured. TMA shall be named as the loss payee for the vehicle.
5. Pay the insurance deductible cost unless all parties agree the cause of the accident, upon documented proof, as negligence on the part of the Company.
6. Be responsible, up to a reasonable amount, for the cost of arranging to have the vehicle towed, when inoperable, to the nearest authorized service facility.
7. Provide a backup vehicle by reservation on a first-come, first-served basis for occasions when the vanpool vehicle is out of service.
8. Credit Company on a prorated basis for the period of time that the vehicle is inoperable due to accident damage or mechanical failure, or until such time as a backup vehicle is made available by TMA.
9. Provide a FleetOne fuel-purchasing card for the purchase of all fuel needs for the vanpool vehicle for use pursuant to this agreement.
10. Establish a schedule for routine service and maintenance of the vanpool vehicle at TMA-approved maintenance vendors. Routine service and maintenance expenses will be reimbursed by TMA.
11. Provide an outline of all policy and operational aspects of the vanpool program.
12. Provide all necessary report forms, including instructions for their completion and a submission schedule.
13. Provide sample guidelines and regulations for the daily operation of the vanpool.
14. Indemnify and save the Company harmless from any and all losses, damages and expenses, including court costs and attorneys' fees, by

reason of any loss, whatsoever, excepting only such losses as shall be considered by the negligence of the Company.

THE COMPANY, DURING THE TERM OF THIS AGREEMENT, AGREES TO:

1. Pay the deductible cost if all parties agree, upon documented proof, the an accident as negligence by Company.
2. Be responsible for the van while in the Company's possession during the agreed term.
3. Maintain and submit appropriate records as required by TMA.
4. Pay the lease fee as described in the ***Fees and Rates*** Section and submit monthly reports to TMA postmarked no later than the tenth (10th) day of the month, either by check, money order, or Mobility Checks. . ***This Agreement will be terminated and the van repossessed for summary reports or monthly lease payments not received within 30 days of the due date.*** Non-payment accounts will be turned over to an outside collection agency for collection.
5. Submit only completed reports of mileage/passenger count, maintenance summary forms and other records as required to TMA, no later than the 10th of the month for the previous month.
6. Submit only full payments to TMA. Absolutely no deductions are allowed. TMA will reimburse the Company for any approved out-of-pocket expenses such as oil changes, van washes (up to \$40 per month), emergency services, etc. Proof of purchase in the form of an original receipt or invoice (stamped "paid") is required.
7. Send payments and reports to:
***The TMA Group
708 Columbia Avenue,
Franklin TN 37064
Office: 615-790-4005
Fax: 615-790-4091***
8. Arrange for a primary driver and alternate drivers, and provide them with the proper training to insure safe daily van operations. **Drivers must be a minimum of 24 years of age.**
9. Insure that the van is driven between the employer campus, employee parking lots and approved employer intra city locations. No personal or non employer approved transportation will be allowed in this vehicle.
10. Arrange for service and maintenance of the van as set forth by TMA.
11. Keep the van clean, both inside and out.
12. Insure that the driver or backup driver(s) has/have a valid driver's license as required by the State of Tennessee and a good driving record according to TMA Vanpool Driver Qualification Guidelines. TMA will conduct semi-annual Motor Vehicle Record checks and background

checks to determine if a Driver continues to meet the established Driver Selection Criteria.

13. Notify TMA within 24 hours when a driver is no longer in accordance with the established Driver Selection Criteria.
14. Insure that the driver(s) provide safe, dependable and courteous service to vanpool passengers.
15. Obtain signed agreements from all riders, which set forth the conditions of joining the vanpool. Rider Agreements provided by TMA.
16. Maintain up-to-date records of the passengers, addresses and alternate drivers and provide this record to TMA with the monthly operating reports.
17. Comply with all TMA rules and regulations governing operation of the van, including those set out in the agreement as well as any such rules and regulations that may in the future be adopted by TMA and of which TMA will provide written notification.

GENERAL RULES AND REGULATIONS WHICH SHALL APPLY TO THE OPERATION OF THE VAN:

1. Allow **only** drivers with **written TMA approvals** to operate the van.
2. Insure that the driver wear/use safety belts properly at all times while driving the van and that the driver make a reasonable effort to ensure all Riders are wearing their seat belts.
3. Drive the van only on hard-surfaced public streets and highways and other normal access roads and driveways.
4. Park the van in a secure place when not in use.
5. Obtain maintenance service to include the following:
 - a. Clean vehicle, exterior and interior.
 - b. Compliance with recommended or required maintenance service in accordance with TMA instructions at TMA-approved vendors.
 - c. Conformance with manufacturer's specifications for tire pressure.
6. Obtain prior approval from TMA for any expenditures relating to the safe operation of the van. Accessories, including appearance items or additional equipment, will not be added or removed without prior approval of TMA. Any loss of such equipment will be reported to TMA Vanpool Coordinators by the Company immediately.
7. Operate the van in a safe manner in accordance with applicable insurance policies, laws, ordinances, rules and regulations.
8. Be responsible for any citation, fee, or other costs resulting from the violation of applicable laws while operating the vanpool vehicle.
9. Notify TMA within 24 hours of any moving violation by Driver involving the operation of any vehicle and send to TMA proof of the resolution of the violation within thirty (30) days of such resolution.
10. In the case of any incident or accident or any other loss or damage to or involving the vanpool vehicle:

- a. Immediately notify and provide information to TMA regarding any incident or accident involving bodily injury or property damage or, in the event TMA cannot be notified report to the vanpool insurance provider in accordance with published accident reporting instructions.
- b. Provide a written accident report to TMA within 24 hours of the incident or accident.
- c. Cooperate fully with TMA and the vanpool insurance provider in all incident or accident investigations and/or settlement.

DURING THE TERM OF THIS AGREEMENT, THE COMPANY AND DRIVERS FURTHER AGREES TO:

1. **Not** transport formal groups, such as church groups, scout troops, athletic teams, etc.
2. **Not** transport any property deemed hazardous by reason of being flammable, explosive, fissionable or corrosive, nor contraband material.
3. **Not** tow any trailer, boat, or other vehicle; nor haul garbage or excessive loads; nor for any purpose requiring the removal of seats.
4. **Not** carry passengers for hire, or any business or commercial purpose.
5. **Not** load the vehicle beyond the manufacturer's stated passenger and/or weight capacity.
6. **Not** leave the vehicle and fail to remove all keys, close and lock all doors and windows; and otherwise contribute to the vandalism or theft of the vehicle
7. **Not** use the vehicle in the commission of a crime or illegal activity.
8. **Not** use a cell phone device (including a hands-free cell phone) or personal audio or video equipment while driving the vehicle.
9. **Not** permit smoking in the vehicle.

No party to this Agreement may assign this Agreement or rights hereunder.

Any provision of this 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.

This Agreement may be modified only by subsequent written amendment signed by the TMA and the Company.

The parties shall cooperate to ensure that no person shall be denied the opportunity to participate in nor be subjected to discrimination in the conduct of the vanpool because of race, creed, color, sex, age, national origin, nor the presence of any sensory, mental or physical handicap, nor in any way contrary to applicable local ordinances, state and federal laws and regulations, specifically including, but not limited to, Title VI of the Civil Rights Act of 1964; Title 46, Code of Federal Regulations, Part 21 – Nondiscrimination in Federally Assisted Programs of the Department of Transportation. I have received, read and understand this Agreement.

Fees & Rates:

Total Monthly 0

Make all checks payable to: **The TMA Group**, 708 Columbia Avenue, PO Box 266, Franklin TN 37065. Telephone Number: 615-790-4005


Note: Fuel costs are the responsibility of the Company. The assigned FleetOne fuel-purchasing card must be used **ONLY** for fuel and for **ALL** fuel purchases for the leased van. The Company will be billed monthly for fuel purchases for the previous month. **Fuel costs are not included in the preset monthly lease fee indicated above).**

IN WITNESS WHEREOF, and in consideration of that which has been agreed hereto, the parties have executed this Agreement on the 19th day of OCTOBER 2017.

CITY OF FRANKLIN:


Eric S. Stuckey
City Administrator

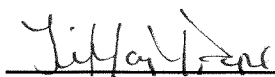
10-19-17
Date


TMA Staff Signature

10-19-17
Date

Director of Operations
Title

Approved as to form:


Tiffani M. Pope, Staff Attorney