

PROVIDENCE COLLEGE

DRIVER AGREEMENT AND REGULATIONS

(Return this Form to Risk Management, Harkins Hall, Room 410)

I understand that driving a vehicle (automobile, van) owned or leased by Providence College, a rented vehicle, a privately-owned vehicle, or other vehicle on behalf of Providence College (hereinafter "vehicles"), is a privilege, not a right. Providence College (hereinafter "College") reserves the right in its sole discretion to deny privileges to or withdraw privileges from any person for accidents or violations involving vehicles that are owned, leased or rented by the College, or to use stricter guidelines than those of the insurance company as a condition for granting authorization to drivers. I understand that I must be 21 years of age or older in order to rent any vehicle and/or to drive any College-owned/leased vehicle.

When a College American Express Card is used to rent a vehicle, it is not necessary to purchase insurance if the vehicle is rented from an approved rental company; otherwise insurance must be purchased. Departments will be responsible for deductibles incurred for "at fault" accidents by department members. Multiple "at fault" accidents may result in revocation of driving privileges or other adverse action.

I understand and agree that the College in its sole discretion may conduct a motor-vehicle background check on me at any time. By my signature below, I certify that I have been approved to drive in accordance with the College's regulations, and that, as necessary, I have complied with requirements regarding a motor-vehicle background check (See DRIVER AUTHORIZATION APPLICATION).

As an **authorized driver**,¹ I understand that my safety, and the safety of my passengers, pedestrians and others, is my highest priority. I agree to abide by the following conditions and regulations for driving a vehicle:

- 1) I agree to operate vehicles in accordance with College regulations as may be provided to me in writing or verbally from time to time, including those regarding motor-vehicle background checks and waiver forms. I agree to be aware of and observe all applicable traffic laws, ordinances and regulations, and to drive safely.
- 2) I agree that I am not permitted to operate a vehicle for more than 8 hours in a 24-hour period. I agree that I am not permitted to drive a vehicle "off road."
- 3) I agree to maintain a valid driver's license, and to have my license with me while operating a vehicle.
- 4) Unless I am the **designated employee**,² I agree that I will not permit any unauthorized person to drive a vehicle, and that if I do so, I may be personally liable for any accident or loss. I agree that unauthorized drivers, including my spouse, family members and business associates, may be personally liable for any accident or loss.
- 5) I agree to use vehicles solely for authorized business unless I am the designated employee for a vehicle.
- 6) Unless I am the designated employee, I agree that I am not permitted to transport children without prior authorization, except that current College students who are not yet 18 years of age may be transported as long as a proper waiver form has been executed.
- 7) I agree that while operating the vehicle I will use a seat belt at all times, I will require that all occupants use seat belts or occupant restraints, in accordance with state law, and I will refrain from operating a vehicle unless all occupants are wearing the appropriate restraints. I agree that I will not permit total occupancy to exceed the number of seat belts.
- 8) I agree that I am not permitted to drive a 15-person van. I agree that when driving a 10-12-person van (or the College's retrofitted 15-person van) to a destination 50 or fewer miles away and without internal cargo (i.e., luggage and/or equipment), a maximum of 12 persons, including the driver, may be transported. I agree that when driving a 10-12-person van to a destination over 50 miles away, with or without internal cargo, a maximum of 10 persons, including the driver, may be transported. Internal cargo must not be loaded above the top of the van's seat level, must be distributed evenly, and must be properly secured. Cargo tie-down equipment

¹ An authorized driver is one who has been qualified pursuant to the College's procedures to drive vehicles.

² An employee with a designated vehicle is one who has been assigned a specific vehicle by virtue of the employee's contract with the College or position/title at the College. An employee with a designated vehicle is the authorized driver for the vehicle; however, the occasional, casual, and/or emergency use of the vehicle by the employee's spouse is permitted. In addition, an employee with a designated vehicle may transport his/her guests and family members.

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should be used when necessary. I acknowledge that I have signed the 10-12 PERSON VAN SAFETY ACKNOWLEDGEMENT FORM before driving a van. I agree that when driving the College's minivan with or without internal cargo, a maximum of 7 persons, including the driver, may be transported.

9) I agree to evaluate weather conditions and curtail travel when conditions are hazardous, e.g., fog, heavy rain, snow, ice, or high winds.

10) I agree that I am not permitted to drive under the influence of alcohol or drugs. I agree that if I am using a prescribed or over-the-counter medication that either directs the user to refrain from driving or warns the user about impaired judgment, reflexes or alertness, I will not drive.

11) I agree that I am not permitted to transport unauthorized passengers. I agree that I am not permitted to transport alcohol (unless specifically authorized in the performance of my duties, e.g., dining or conference services), drugs or other contraband, or hazardous cargo in a vehicle.

12) I agree to turn the vehicle off, remove the keys, and lock the vehicle when it is left unattended.

13) I agree that I will not leave valuables, including but not limited to items such as cellular phones, computers, files and briefcases, either purchased with College funds or otherwise provided to or used by me in my capacity as a College employee, in an unlocked or unattended vehicle at any time, regardless of whether the vehicle is parked temporarily or long-term on-campus or off-campus, including but not limited to a parking lot, parking garage, or at my residence. I understand and agree that at all times I will abide by the College's policies regarding the proper use and safeguarding of any and all confidential and proprietary information (in written and/or electronic format) in my possession. I understand and agree that in the event of a loss or theft of any such item or information, should the College determine that the loss or theft was due to a rules violation, the College may not replace the item and may thereafter restrict my use of such item and/or information.

14) I agree that I am not permitted to use a cellular phone (including to send or view a text message) when the vehicle is moving. If I must make or receive a phone call, I agree to stop and secure the vehicle in a safe manner. I am aware that use of a hands-free device is permitted while driving.

15) I agree that I am not permitted to smoke or to allow passengers to smoke in the vehicle.

16) I agree that, with the exception of a trained seeing-eye dog, animals are not permitted in the vehicle.

17) I agree to assume personal responsibility for any and all fines or traffic violations associated with my use of a vehicle.

18) Unless I am a designated employee, I agree to conduct a "walk around" inspection before leaving a parking area/garage, particularly with a rental vehicle or one that I do not ordinarily drive. The purpose of the inspection is to be satisfied that the following components are in good working order: service brakes; parking brakes; steering mechanism; lights/reflector devices; tires/wheels; horn; windshield wipers/washers; rear-vision mirrors. I agree to report any defects immediately to the prescribed authority to determine whether the vehicle is safe to operate. I also understand that I may be responsible for vehicle maintenance under the warranty agreement.

19) When driving College-owned vehicles, I agree to check for an Emergency Kit in the vehicle before leaving the parking area/garage. I agree to report immediately the absence of an Emergency Kit to the appropriate authority and to retrieve a replacement Kit before driving the vehicle.

20) I agree to return the vehicle in a clean condition. I am aware that vehicles that are left dirty will be cleaned and the department that last used the vehicle will be charged the cleaning cost.

21) I agree to report all accidents or traffic violations to the General Counsel's Office (401-865-2574) within 24 hours of the incident.

22) I agree to immediately report any changes in my license status (such as suspension or revocation) to the General Counsel's Office.

23) I acknowledge that failure to follow driving rules may result in adverse consequences, including but not limited to the temporary or permanent suspension of my driving privileges at the College.

Signature _____ Date _____ / _____ / _____

Printed Name _____ Phone _____

Title/Position _____ Department _____

Additional Forms: **DRIVER AUTHORIZATION APPLICATION**
10-12 PERSON VAN SAFETY ACKNOWLEDGMENT