TRANSPORTATION RIDER

This Agreement is entered into as of the ____ day of ______________________, 20____, between, Villanova University (“Villanova”) and ___________________________________, (“Organization”).

1. All drivers are required to have and maintain a valid commercial driver license (“CDL”) in good standing and shall comply will all applicable laws and regulations, including, without limitation, the requirements of the CDL as it pertains to alcohol and controlled substances use and testing. All drivers found to test positive for illegal levels of alcohol or controlled substances must be immediately removed from the Villanova account never to be reassigned. Organization shall remove from the Villanova account any driver at the request of Villanova. All drivers are required to have a Pennsylvania Department of Transportation (PennDOT) driver file, a current PennDOT physical exam, and approved Medical Examiners Card as well as all other driver qualification documentation. Organization must have a system in place to review, not less than annually, Motor Vehicle Department records of drivers to insure validity and good standing of their licenses.

2. If Villanova requires transportation service that does not require a CDL during the term of Organization providing transportation to Villanova, the same requirements of the CDL as they pertain to alcohol and controlled substance use and testing shall apply.

3. Organization shall, at its own expense, procure any and all licenses and permits, which are currently required or may become required by governmental agencies for the term of providing transportation services to Villanova.

4. Insurance Requirements:
   A Certificate of Insurance must be received by Villanova prior to the commencement of any services. The failure of Villanova to secure the required Certificate of Insurance prior to the commencement of services shall not relieve Organization from its responsibility to obtain and maintain the below required insurance coverages. Please note the Certificate of Insurance must include Villanova as additional insured under the Comprehensive General Liability, Automobile Liability, and Umbrella/Excess Liability policies and must evidence the minimum limits set forth below. The Certificate of Insurance should also indicate whether the General Liability policy is written on a claims-made or occurrence basis. In addition, it is the responsibility of the Organization’s insurance carrier to provide Villanova with 30 days notice prior to cancellation or expiration of the Organization’s policy. Organization will maintain insurance coverages in the amounts listed below for the entire period Organization provides transportation services to Villanova.

   - Comprehensive General Liability: $5,000,000 each occurrence*
   - Automobile Insurance: $5,000,000 each occurrence*
   - Workers Compensation/Employer’s Liability: Statutory/$500,000

   *Please note limits may be reached by means of an Umbrella/Excess Liability policy.

5. Indemnification Statement:
   In consideration of Organization providing services to Villanova, Organization hereby agrees to indemnify and hold harmless Villanova, its agents, servants, employees, and students from and against any and all loss, damage, liability, or expense, including attorney’s fees, including but not limited to all claims for damages on account of or by reason of bodily injury including death, which may be sustained or claimed to have been sustained by any person, and all damages to property, caused by or arising out of or claimed to be caused by or to have arisen out of the services provided by Organization.

I have the authority to bind Organization to this Transportation Rider.

By: ____________________________     Printed Name: ____________________________
    Authorized Representative

Date: ____________________________

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