TRANSPORTATION AGREEMENT
Buses and Motor Coaches

This Agreement is entered into as of the ____ day of ______________________, 20____, between, Villanova University (“Villanova”) and ___________________________________ with a US DOT number of _______________ (“Vendor”).

1. All drivers are required to have and maintain a valid commercial driver license (“CDL”) in good standing and shall comply with 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. Vendor 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; drivers providing ground transportation outside of Pennsylvania shall have the equivalent for the state in which they are providing services. Vendor 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 Vendor providing transportation to Villanova, the same requirements of the CDL as they pertain to alcohol and controlled substance use and testing shall apply.

3. Vendor 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. Vendor shall not subcontract any transportation services that it provides to Villanova.

5. Insurance Requirements: Vendor shall, at its own expense, secure and maintain the following insurance at all times while providing services and/ or products to Villanova University, in amounts not less than that specified for each coverage below. Villanova University shall be listed as the certificate holder (Villanova University, Attn: Insurance and Risk Management, 800 Lancaster Avenue, Villanova, PA 19085). Villanova University must be named as an additional insured, which must be evidenced on the insurance certificate. The limits required for Automobile Liability and Commercial General Liability may be satisfied through primary insurance or any combination of primary and umbrella/excess liability insurance. In no event shall the liability of Vendor be limited to the extent of any insurance or the minimum limits required herein. Any self-insured retentions, deductibles, and exclusions in coverage in the insurance required shall be assumed by and at the sole risk of Vendor. Vendor or its insurers agrees to provide thirty (30) days’ advanced written notice to Villanova University of any cancellation or material reduction in Vendor’s required insurance. A Certificate of Insurance evidencing the required insurance coverage must be received and approved by the Insurance and Risk Management Department at Villanova University PRIOR to providing services and/ or products to Villanova University.
   - Comprehensive General Liability:    $5,000,000 each occurrence
   - Automobile Insurance:      $5,000,000 each occurrence
   - Workers Compensation/Employer’s Liability:       Statutory/$500,000

6. Indemnification Statement: In consideration of Vendor providing services to Villanova, Vendor 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 Vendor.

I have the authority to bind Vendor to this Transportation Agreement.

______________________________     ______________________
Signature of Authorized Representative of Vendor (Please sign in ink. Typed signatures are not acceptable.)     Date

______________________________     ______________________
Printed Name of Authorized Representative of Vendor     Printed Title of Authorized Representative of Vendor

V.10.2021