



SNOQUALMIE INDIAN TRIBE  
VETERAN'S VEHICLE RIDE SHARE PROGRAM

CATEGORY: Veterans

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TABLE OF CONTENTS

I.	SUMMARY AND PURPOSE	PAGE 2
II.	DEFINITIONS	PAGE 2
III.	SOVEREIGN IMMUNITY	PAGE 3
IV.	HEADINGS	PAGE 3
V.	SEVERABILITY	PAGE 3
VI.	ELIGIBILITY	PAGE 4
VII.	APPLICATION PROCESS	PAGE 4
VIII.	OWNERSHIP/VEHICLE CONDITION/ WARRANTY EXCLUSION	PAGE 5
IX.	BORROWING PROTOCOLS	PAGE 5
X.	COVID-19 CLEANING PROTOCOLS	PAGE 7
XI.	LIMITS ON USE/TERMINATION OF RIGHTS	PAGE 7
XII.	ACCIDENTS AND BREAKDOWNS	PAGE 9
XIII.	DAMAGE TO, LOSS, OR THEFT	PAGE 9
XIV.	ADDITIONAL OBLIGATIONS OF BORROWER	PAGE 10
XV.	RESPONSIBILITY TO THIRD PARTIES	PAGE 10
XVI.	PERSONAL INJURY PROTECTION AND UNINSURED/UNDERINSURED MOTORIST PROTECTION	PAGE 10



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

XVII. INDEMNIFICATION	PAGE 11
XVIII. PERSONAL PROPERTY	PAGE 11
XIX. POWER OF ATTORNEY	PAGE 11
XX. BORROWER'S AGREEMENT	PAGE 11

### SECTION I. SUMMARY AND PURPOSE

The Snoqualmie Tribe is providing a free vehicle sharing service for eligible Veterans who reside in the Snoqualmie Valley Area, including Snoqualmie Tribal Members, Casino Team Members, and non-Tribal Member Veterans. The vehicle provided by the Snoqualmie Tribe is for U.S. Military Veterans who need transportation for everyday needs including common errands, VA appointments, and meetings.

### SECTION II. DEFINITIONS:

For the purposes of these Regulations, the following terms are specifically defined:

- a. "Additional Authorized Driver" ("AAD") means any individual, in addition to Borrower, who is permitted by the Tribal Administration to operate the Veteran's Vehicle. AADs must be at least 25 years of age and possess a valid Washington State driver's license.
- b. "Borrower period" means the period between the time borrower takes possession of the Veteran's Vehicle until the Veteran's Vehicle is returned and checked in by a Tribal Employee.
- c. "Borrower" means eligible Veterans approved by the Tribal Administration to participate in the Program and borrow the Veteran's Vehicle under these Regulations.
- d. "Casino" means the Snoqualmie Casino.
- e. "Program" refers to the Veteran's Vehicle Ride Share Program provided for under these Regulations.
- f. "Pick Up/Drop Off Location" refers to the parking location directly outside of the Security Guard House located at the Team Member Entrance/Loading Dock of the Casino.
- g. "Regulations" refers to these Veteran's Vehicle Ride Share Program Rules and Regulations.
- h. "Security Department" refers to the Snoqualmie Casino Security Department.
- i. "Tribal Administration" means the Tribal Administration of the Snoqualmie Tribe.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

- j. "Tribal Court" means any present or future court established by the Tribe.
- k. "Tribal Employee" means any individual employed full-time or part-time by the Tribe or a Tribal Entity.
- l. "Tribal Law" means all laws of the Tribe, including these Regulations.
- m. "Tribal Entity" means an arm of the Tribe formed under Tribal Law as an instrumentality, agency, unincorporated department or division, or business entity that is wholly owned by the Tribe or tribal subsidiaries, including, without limitation, a corporation or limited liability company.
- n. "Tribe" means the Snoqualmie Tribe and all of its Tribal Entities.
- o. "Veteran" means any person who has served in the U.S. Military (active, Guard, Reserve), regardless of era, length or character of service.
- p. "Veteran's Vehicle" means the original vehicle or any replacement vehicle(s) owned by the Tribe and used for the purposes of this Program.

### **SECTION III. SOVEREIGN IMMUNITY**

Nothing in these Regulations shall constitute a waiver, in whole or in part, of the sovereign immunity of the Tribe, any Tribal Entity, or any of their subsidiaries, departments, affiliates, agents, officers, or employees.

### **SECTION IV. HEADINGS**

The headings of the numbered paragraphs of these Regulations are for convenience only, are not part of these Regulations, and do not in any way limit, modify or amplify the terms and conditions of these Regulations.

### **SECTION V. SEVERABILITY**

If any section, provision, phrase, addition, word, sentence or amendment of these Regulations or its application to any person is held invalid for any reason whatsoever, such invalidity shall not affect other provisions or applications of these Regulations that can be given effect without the invalid applications and to that end, the provisions of these Regulations are declared severable.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

### RULES AND REGULATIONS

#### SECTION VI. ELIGIBILITY

1. In order to be eligible to participate in the Program, individuals must be a Veteran possessing DD214 discharge papers or a Service Verification Letter provided by the Department of Veteran Affairs; with a military discharge characterized as anything other than dishonorable conditions or be active duty.
2. Be at least 25 years of age.
3. Have a valid and current Washington ("WA") State Driver's License or be able to provide a suitable AAD;
4. Have adequate primary motor vehicle insurance;
5. Reside within a 50-mile radius of the Snoqualmie Casino;
6. Not have tested positive for or be experiencing any symptoms of COVID, including but not limited to fever, cough, or shortness of breath.

#### SECTION VII. APPLICATION PROCESS

1. To participate in the Program, eligible Veterans must submit to Tribal Administration a complete application and present the following:
  - a. A valid, unexpired, government-issued WA State Driver's License. Digital licenses will not be accepted. The driver's license must be valid for the entire period of borrowing the Veteran's Vehicle. Note: Copies of driver's licenses, learner's permits, and any license which, on its face, restricts the licensee to the use and operation of a vehicle equipped with a form of a breathalyzer apparatus, will not be accepted. Temporary driver's licenses may be refused if Tribal Administration is unable to otherwise verify the Veteran's identity or Verify the authenticity of the temporary license;
  - b. DD214 discharge papers or a Service Verification Letter provided by the Department of Veteran Affairs or if you are still serving on regular duty you must include your statement of service signed by an appropriate authority
  - c. Proof of the current minimum required automobile insurance coverage for Washington State (at least \$25,000 of bodily injury or death of 1 person in any single accident. \$50,000 of bodily injury or death of 2 people in any single accident. \$10,000 of property damage coverage in any single accident);
  - d. Proof of residency within a 50-mile radius of the Casino; and



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

- e. Additional documentation, including additional government-issued identification, may be required.
2. Tribal Administration will review ALL applications to confirm the applicant meets the eligibility requirements provided for in Section 6, prior to admitting eligible Veterans into the Program. This process may include a background check of the applicant and any proposed AAD.
3. Tribal Administration will supply the Security Department with an updated list of eligible Veterans each week on Monday by 12:00 PM.

### **SECTION VIII. OWNERSHIP/VEHICLE CONDITION/WARRANTY EXCLUSION**

1. The Veteran's Vehicle is property of the Tribe. The Borrower's participation in the Program shall not establish any ownership interest in the Veteran's Vehicle.
2. Borrowers shall have the responsibility to inspect the Veteran's Vehicle and its operation prior to taking possession and leaving the premises of the Casino. By borrowing the Veteran's Vehicle, Borrowers shall be deemed to accept that the Veteran's Vehicle is in good physical and mechanical condition. In all cases, Borrower shall Borrow the Veteran's Vehicle "as is." THE TRIBE EXPRESSLY EXCLUDES ALL WARRANTIES, BOTH EXPRESS AND IMPLIED, WITH RESPECT TO THE VETERAN'S VEHICLE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. If the Borrower or their AAD determines the Veteran's Vehicle is unsafe, the Borrower or AAD shall stop operating the Veteran's Vehicle and notify The Tribe immediately.
3. Borrower shall return the Veteran's Vehicle to the Pick Up/Drop Off Location on or before the predetermined end of their respective Borrower Period, or at the Tribe's demand, and in same condition as received, ordinary wear and tear excepted. The Borrower shall not to alter the Veteran's Vehicle in any way or for any reason.

### **SECTION IX. BORROWING PROTOCOLS**

1. The Veteran's Vehicle is to be used to meet every day needs including common errands, VA appointments, and meetings located within a 100-mile radius of the Casino and subject to the Limits of Use and Termination of Rights of Use in Section 10 below.
2. To borrow the Veteran's Vehicle, approved Veterans must contact the Snoqualmie Tribe Administration Office and schedule an appointment to Borrow the vehicle. The vehicle and keys will be maintained by the Snoqualmie Casino Security Department and can be reached by calling (425) 888-8584 or (425) 888-8111. Appointments shall be subject to availability and the Tribe's sole discretion.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

3. Appointments must specify the Borrowing Period, including both the scheduled pick up and drop off times, as well as the intended use for the Veteran's Vehicle during that time.
4. The Security Department shall maintain the appointment schedule for the Program, as well as checking in and checking out the Veteran's Vehicle to eligible Veterans. The Security Department shall maintain the Veteran's Vehicle, keep a detailed log (including any damage) of the Veteran's Vehicle's usage, and complete regular reports. Any improprieties relating to the Program shall be reported up the chain-of-command immediately.
5. The Veteran's Vehicle must be reserved no longer than ten (10) days prior to pick-up and no shorter twenty-four (24) hours prior to the intended Borrower Period. Eligible Snoqualmie Tribal Veteran's will have priority for vehicle check out, however, must be reserved at least 21 days in advance for priority booking.
6. The Veteran's Vehicle will be available to be picked up for borrowing from 9:00 AM to 5:00 PM daily.
7. The maximum Borrowing Period for which an eligible Veteran may borrow the Veteran's Vehicle shall be eight (8) hours, unless the Borrower receives prior written approval from the Tribe. Under no circumstances shall the Veteran's Vehicle be borrowed for a Borrowing Period extending later than 11:59 PM of the same day the Veteran's Vehicle was borrowed without prior approval.
8. The Veteran's Vehicle will be parked and stored in the Pick Up/Drop Off Location.
9. The Security Department shall check the status of eligible Veteran's driver's license prior to issuing the Veteran's Vehicle for each scheduled appointment. License status can be reviewed at [https://fortress.wa.gov/dol/extdriveses/NoLogon/\\_/](https://fortress.wa.gov/dol/extdriveses/NoLogon/_/).
10. As a condition of use, the Borrower will be asked to certify that they do not currently have, and have not within the past fourteen (14) days experienced, any symptoms associated with COVID-19, including fever, cough, or shortness of breath.
11. As a condition of use, the Borrower must agree to contact tracing for purposes of tracking exposure to COVID-19.
12. It shall be the responsibility of each Borrower to ensure they act in compliance with these Regulations and all applicable laws. The Security Department shall be tasked with enforcing these Regulations.
13. The vehicle will be loaned out with a full tank of gasoline which is free of charge, however, if refills are required during loan period the borrower is responsible for additional fuel.
14. Borrowers shall be responsible for payment of all fines, and violations resulting from their possession of the Veteran's Vehicle. Borrowers shall be liable for any such fees paid by the Tribe on the Borrower's



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

behalf. The Tribe may provide Borrower's information to applicable authorities and/or third parties to process payment and/or transfer liability to the Borrower for any such fines and violations.

### SECTION X. COVID-19 CLEANING PROTOCOLS

1. In light of the ongoing COVID-19 pandemic, the Veteran's Vehicle shall be subject to enhanced cleaning protocols before and after use.
2. High-touch areas including any key areas, door handles, the steering wheel console, and any touchscreens/radio/dashboard functions shall be cleaned and sanitized each time a Borrower returns the Vehicle.
3. If a Borrower who has used the Vehicle within the preceding 72-hour period tests positive for COVID-19, the Vehicle shall be isolated and not used or accessed for the following 72-hours to reduce the likelihood of surface transmission. Upon the expiration of the 72-hour period, the Vehicle shall be cleaned and sanitized.

### SECTION XI. LIMITS ON USE AND TERMINATION OF RIGHTS OF USE

1. Borrower agrees to the following limits on use:
  - a. Veteran's Vehicle shall not be driven by any person other than Borrower or an AAD without the Tribe's prior written consent.
  - b. Borrower and/or AADs will be responsible for following all applicable laws, including, but not limited to, Tribal Law, local traffic and safety laws, and these Regulations.
  - c. Borrower will be solely responsible for any tickets or violations that occurred while they were operating the Veteran's Vehicle.
  - d. The Veteran's Vehicle shall not be used for: transporting persons for hire; as a school bus; or for driver training.
  - e. The Veteran's Vehicle shall not be used for transport of products for hire as a common carrier, a contract carrier or a private carrier of property.
  - f. The Veteran's Vehicle shall not be used for: any illegal purposes; in any illegal or reckless manner; in a race or speed contest; or to tow or push anything.
  - g. The Veteran's Vehicle shall not be used to carry passengers in excess of the number of seat belts provided by manufacturer or outside the passenger compartment.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

- h. Borrower shall not remove any seats from the Veteran's Vehicle.
  - i. The Veteran's Vehicle shall not be driven by any person impaired by the use of alcohol, narcotics, intoxicants, or drugs, used with or without a prescription.
  - j. No open intoxicants are allowed to be possessed in the Veteran's Vehicle; however, unopened alcohol purchased from retail may be placed in the tailgate of the Veteran's Vehicle for transport to a place of residence.
  - k. The Veteran's Vehicle shall not be loaded in excess of Vehicle's Gross Vehicle Weight Rating (GVWR) which is, weight of vehicle plus weight of load, as indicated on the driver side door jamb, or with an improperly or unevenly divided load as per vehicle manufacturer's specifications and/or guidelines.
  - l. The Veteran's Vehicle shall not be driven or taken outside a 50 mile radius without the Tribe's prior express written consent.
  - m. The Veteran's Vehicle shall not be driven on an unpaved road or off-road when feasible.
  - n. There shall be no smoking, vaping or use of chewing tobacco in the Veteran's Vehicle.
  - o. The Veteran's Vehicle shall not be operated by anyone: who has given a fictitious name, false address, or a false or invalid driver's license; whose driver's license becomes invalid during the Borrowing Period; who has obtained the keys without permission of The Tribe; or who misrepresents or withholds facts to/from The Tribe material to Borrower, use or operation of Veteran's Vehicle.
  - p. The Veteran's Vehicle shall not be used to transport explosives, chemicals, corrosives or other hazardous materials or pollutants of any kind or nature.
  - q. When persons from two or more households are inside the Veteran's Vehicle at the same time, all persons must wear a mask at all times while in the Veteran's Vehicle.
2. In the event of any violation of the limits on use or any other provision of these Regulations, the Tribe automatically, without any further notice to the Borrower or AAD, terminates their right to use the Veteran's Vehicle and the Tribe retains any other rights and remedies provided by law. The Tribe has the right to seize the Veteran's Vehicle without legal process or notice to Borrower or any AAD.
  3. If the Borrower or an AAD continue to operate the Veteran's Vehicle after the right to do so is terminated, the Tribe has the right to notify law enforcement the Veteran's Vehicle has been stolen.
  4. Extensions of the Borrowing Period are at the Tribe's option and are subject to availability. The Tribe may repossess the Vehicle without demand, at Borrower's expense, if the Vehicle is found illegally parked, apparently abandoned, or used in violation of applicable law, including these Regulations. Borrower's failure to return the Vehicle when specified or to properly obtain an extension of the



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

Borrowing Period may result in the Vehicle being reported stolen, possibly subjecting the Borrower and/or any other driver to arrest and civil and/or criminal penalties.

### **SECTION XII. ACCIDENTS AND BREAKDOWNS**

1. Any damage to, loss, or theft of the Veteran's Vehicle must be immediately reported, in writing, to the Tribe. Borrowers and/or AADs must immediately deliver to Tribe every process, pleading, or paper relating to any claims, suits or proceedings arising from such incidents. In the event of a claim, suit or legal proceeding, Borrowers and/or AADs shall cooperate fully with the Tribe and its representatives.
2. In the event of an accident, Borrowers should call the local police and file a police report immediately. Immediately afterwards, Borrowers should call the Snoqualmie Security Dispatcher (425-888-8111) and provide information on the accident. Security staff will inform Borrowers how to proceed.
3. In the event the Veteran's Vehicle breaks down due to a mechanical failure and it is rendered not drivable, Borrower should get to a safe place out of traffic and then call the Snoqualmie Security Dispatch (425-888-8111). Security staff will inform Borrowers how to proceed.

### **SECTION XIII. DAMAGE TO, LOSS, OR THEFT OF VETERAN'S VEHICLE AND RELATED COSTS**

1. Borrowers will be responsible for all damage to, loss, or theft of the Veteran's Vehicle or any part or accessory of the Veteran's Vehicle, regardless of their fault or negligence or that of any other person, occurring as a result of their possession of the Veteran's Vehicle.

Note: If the Veteran's Vehicle is returned after 11:59 PM or before 5:00 AM or to any place other than the Pick Up/Drop Off Location, any damage to, loss or theft of the Veteran's Vehicle occurring prior to a Tribal Employee checking in and inspecting Veteran's Vehicle is Borrower's responsibility.

2. Borrowers shall be liable to the Tribe for any amount necessary to repair the Veteran's Vehicle.
3. Borrowers shall not have the Veteran's Vehicle repaired without permission from the Tribe.
4. If the Veteran's Vehicle is stolen and not recovered or the Tribe determines the Veteran's Vehicle is salvage, the Borrower shall pay the Tribe the fair market value less any sale proceeds. For purposes of these Regulations, fair market value shall be the retail value of the Veteran's Vehicle immediately preceding the loss.
5. Borrower is responsible for collecting any personal items that may be left in the Veteran's Vehicle. The Tribe is not responsible for lost or left behind items.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

### **SECTION XIV. ADDITIONAL OBLIGATIONS OF BORROWER**

1. If, within 14 days of borrowing the Veteran's Vehicle, the Borrower tests positive for COVID-19, he or she must immediately inform the Tribe.
2. Upon the Tribe's demand, Borrowers may be liable to the Tribe for:
  - a. A fee to clean the Veteran's Vehicle's interior upon return if there are excessive stains, pet hair/fur, trash, odors or other uncleanliness; and/or
  - b. All fines, costs, charges and attorneys' fees paid or to be paid by the Tribe for legal violations, parking, tolls, towing and storage and the like resulting from the Borrower's possession and use of the Veteran's Vehicle.

### **SECTION XV. RESPONSIBILITY TO THIRD PARTIES**

1. Except to the extent required by applicable law, the Tribe does not extend any of its motor vehicle financial responsibility or provides insurance coverage to any Borrowers, AADs, passengers, or third parties, through the Program or these Regulations.
2. If liability insurance or self-insurance is available on any basis to the Borrower, AAD, or any other driver and such insurance or self-insurance satisfies the applicable state motor vehicle financial responsibility law, then the Tribe extends none of its motor vehicle financial responsibility.
3. However, if the Borrower and/or AAD are in compliance with these Regulations and if the Tribe is obligated to extend its motor vehicle financial responsibility to the Borrower, AAD, or a third party, then the Tribe's obligation is limited to the applicable state minimum financial responsibility amounts.
4. Unless required by applicable law, the Tribe's financial responsibility shall not extend to any claim made by a passenger while riding in or on or getting in or out of the Veteran's Vehicle. Financial responsibility shall not extend to liability imposed or assumed by anyone under any worker's compensation act, plan or contract.

### **SECTION XVI. PERSONAL INJURY PROTECTION AND UNINSURED/UNDERINSURED MOTORIST PROTECTION**

Except as may be required by law, the Tribe will not provide Personal Injury Protection, No Fault Benefits or Medical Payment Coverage (collectively PIP) or Uninsured/Underinsured Motorist Protection (UM/UIM) to any Borrowers, AADs, passengers, or third parties through operation of this Program.



## SNOQUALMIE INDIAN TRIBE VETERAN'S VEHICLE RIDE SHARE PROGRAM

### **SECTION XVII. INDEMNIFICATION**

Borrowers shall defend, indemnify and hold the Tribe harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney's fees, and other expenses incurred by the Tribe resulting from the Borrower's possession of the Veteran's Vehicle, whether from their use of the Veteran's Vehicle or that of any other, including claims of, or liabilities to, third parties. The Borrower may present a claim to Borrower's insurance carrier for such events or losses; but in any event, the Borrower shall have final responsibility to the Tribe for all such losses.

### **SECTION XVIII. PERSONAL PROPERTY**

1. The Tribe will not be responsible for any damage to, loss, or theft of, any personal property or data contained therein, whether the damage or theft occurs during or after any Borrowing Period, regardless of fault or negligence. The Borrower acknowledges and agrees that no bailment is or shall be created upon the Tribe, whether actual, constructive or otherwise, for any personal property carried in or left in the Veteran's Vehicle or on Tribal Property.
2. The Tribe will not be liable for and the Borrower shall defend, indemnify and hold the Tribe harmless from all losses, liabilities, damages, injuries, claims, demands, costs, attorney's fees, and other expenses incurred by the Tribe or that in any way arise out of any Borrower's or their passenger's failure to remove any personal property or data, including but not limited to data or records downloaded or otherwise transferred to the Veteran's Vehicle.

### **SECTION XIX. POWER OF ATTORNEY**

As a condition of participation in the Program, Borrowers shall grant and appoint the Tribe a Limited Power of Attorney to:

- a. Present insurance claims of any type to the Borrower's insurance carrier and/or credit card company if:  
(i) the Veteran's Vehicle is damaged, lost, or stolen during the Borrower Period and if the Borrower fails to pay for any resulting damages; or (ii) any costs incurred by the Tribe arising in connection with the Borrower's possession of the vehicle if the Borrower fails to defend, indemnify, and hold the Tribe harmless from such claims.
- b. To endorse the Borrower's name to entitle the Tribe to receive insurance, credit card and/or debit card payments directly for any such claims, damages, liabilities or rental charges.

### **SECTION XX. BORROWER'S AGREEMENT**

At the time of check out, Borrower shall sign and date a form acknowledging that the Borrower has read this policy and agrees to comply with all program requirements.