

**Colorado Department of Transportation,  
Office of Transportation Safety  
Motorcycle Operator Safety Training (MOST)  
Program Agreement**



This Agreement is between the Colorado Department of Transportation (CDOT) and the undersigned CDOT MOST Program Vendor (Vendor). The purpose of this Agreement is to ensure that Vendor conducts motorcycle rider training within the guidelines of CDOT MOST, as established by statutes, rules, MOST Policies and Procedures, and CDOT-approved curriculum standards, including but not limited to 2 CCR 601-23.

NOW THEREFORE, in consideration of the mutual covenants and promises contained herein, the parties hereto, intending to be legally bound, hereby agree as follows:

**A. TERM OF AGREEMENT**

The term of this Agreement shall commence on the date it is fully executed. Unless terminated earlier, the term of this Agreement is for one year and shall automatically terminate at the end of the term. This Agreement may be renewed only upon mutual written consent of the parties specifying the renewal term.

**B. COLORADO DEPARTMENT OF TRANSPORTATION (CDOT)**

CDOT has retained the Motorcycle Safety Foundation, a not-for-profit corporation with its principal place of business at 2 Jenner, Suite 150, Irvine, California 92618 (Phone: 949-727-3227; FAX: 949-727-4217; [msf@msf-usa.org](mailto:msf@msf-usa.org)) (MSF), to assist with managing the MOST Program. CDOT and its agent MSF collectively are referred to herein as CDOT.

1. CDOT will operate a statewide toll-free telephone number to receive inquiries regarding MOST and to direct prospective students to MOST Program Vendors.

2. CDOT will provide courses to train new MOST Program Instructors and will provide curriculum and policy updates to MOST Program Instructors, who meet MOST Program Instructor requirements.
3. Upon request, CDOT will provide to Vendor general assistance concerning MOST operations and methods of improving services provided under this Agreement.

C. MOST PROGRAM VENDOR (VENDOR)

1. Vendor shall comply with, and shall ensure its MOST Program Instructors and Instructor Trainers comply with, Code of Colorado Regulations, 2 CCR § 601-23, CDOT rules, CDOT-approved curriculum, and MOST Policies and Procedures Manual, incorporated herein by reference. CDOT reserves the right to supplement or modify the Policies and Procedures, effective upon delivery of written notice to Vendor.

Provide the following information for each MOST certified instructor with whom you have an agreement to provide MOST training services in the coming program year. Use additional sheets if necessary.

<u>Instructor Name</u>	<u>CO DL #</u>	<u>Trainer Certification Number:</u>
(as it appears on DL)	(NO out of state DL accepted)	(e.g. MSF #1234, TC #5678)

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2. Vendor shall establish and maintain a Training Site Location within the State of Colorado at the following address(es) appropriate for conducting the MOST program (the "Site"). Use additional sheets if necessary.

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3. Vendor shall conduct MOST Program Basic Rider Training at the Site.
4. Vendor shall identify one of its employees or contractors as the individual responsible for the MOST Program at the Site ("Site Manager"), subject to approval by CDOT.
5. Vendor shall utilize only active MOST Program Instructors and Instructor Trainers to teach the MOST Program.
6. Each MOST Program Instructor and Instructor Trainer shall be certified in basic first aid and cardio-pulmonary resuscitation (CPR).
7. Vendor shall equip Site with appropriate basic first aid kits with unexpired materials, operational fire extinguisher, operational telephone (cell phones are acceptable), and emergency medical phone numbers posted in a conspicuous location, along with the physical address of the training site.
8. Vendor shall require each student to review and execute the CDOT-approved Waiver & Indemnification Agreement prior to training. Participants under 18 years of age must have the Waiver & Indemnification Agreement signed by a parent or guardian in the presence of the Vendor or their agent.
9. Vendor shall provide a helmet for use by each eligible student. Each helmet must comply with DOT standards and be in good condition.
10. Vendor shall provide training motorcycles satisfying CDOT criteria, and the training motorcycles shall be maintained according to the maintenance schedules outlined in the respective motorcycle manuals. Maintenance records shall be retained for a minimum of one (1) year and shall be made available to CDOT personnel or their agent upon request.
11. Vendor is responsible for the cost of maintenance, damage, or theft of motorcycles and any other equipment used to perform its responsibilities under this Agreement.
12. Vendor shall take all reasonable precautions to ensure the safety of each student.
13. Vendor's classroom instruction area shall comfortably accommodate all eligible students, be clean and orderly, and be equipped with audio-visual equipment capable of presenting MOST Program Basic Rider Training course training aids.

14. Vendor's on-motorcycle training area (the "Range") shall be free from pedestrian, animal, or vehicle traffic, and secured during riding activities. The pavement shall be suitable for riding maneuvers such as sharp turns, braking and safe vehicle travel. The surface shall provide good traction. There shall be no obstacles that present unreasonable risk. Ranges must be correctly laid out to CDOT-approved curriculum and safety standards.
15. All students and Vendor Instructors and Instructor Trainers must wear protective gear at all times when straddling the motorcycle or when riding during training. Required protective gear includes:
  - i) DOT-approved helmet;
  - ii) shatter-resistant eye protection;
  - iii) sturdy over-the-ankle footwear;
  - iv) long-sleeved shirt or jacket;
  - v) long non-flare denim pants or equivalent protective material;
  - vi) full-fingered gloves, preferably leather.
16. Vendor shall cooperate with CDOT in conducting research as necessary to improve the program's effectiveness.
17. In case of an accident or medical emergency, Vendor's Instructor(s) and Instructor Trainer(s) are required to act immediately to deal with the medical needs of any injured parties and shall summon medical assistance if necessary. An Incident Report must be filed when there is any injury, potential injury, or property damage, even if minor, to any vehicle or person involved. Vendor is responsible for ensuring any MOST Program Instructor(s), Instructor Trainer(s) or contractors teaching at the time of the incident complete the Incident Report. Each section of the report must be completed. Send any photos and the Incident **Report directly to CDOT WITHIN 72 HOURS OF THE INCIDENT** via email to [lynn.holly@state.co.us](mailto:lynn.holly@state.co.us). If a law enforcement report has been completed, forward a copy as soon as it is available. Vendor or Instructor shall check on the condition of an injured party either by phone or hospital visit, unless advised to the contrary by insurance provider.

18. Vendor shall immediately notify CDOT in writing of any claim or lawsuit arising from or relating to the MOST Program at Site.
19. Vendor shall monitor courses regularly to ensure MOST Program Instructors and Instructor Trainers are adhering to MOST guidelines, including 2 CCR 601-23.
20. Upon becoming aware of any potential issues affecting training or any circumstances that could compromise the quality or safety of the training, Vendor shall notify CDOT immediately by email to lynn.holly@state.co.us or phone 303-757-9383.
21. Vendor shall report student and Instructor participation in MOST Program Basic Rider Training using the Motorcycle Safety Foundation's *RiderCourse*<sup>SM</sup> Enrollment System (RES) within 30 days of final course completion.
22. Vendor shall maintain copies of all student records (including, but not limited to, registration information, liability waivers, completion records, and course evaluation forms) for the MOST Program, and other materials pertaining to operations under this Agreement throughout the term of this Agreement and any renewal thereof and for at least three (3) years following date of termination of the Agreement. All such materials shall be made available to CDOT for review and copying upon CDOT request.
23. Vendor shall notify CDOT immediately if there is a security breach, either physical or electronic, in connection with student records or completion cards.
24. Vendor acknowledges and agrees that CDOT exclusively owns all data and reports gathered and maintained pursuant to this Agreement. Upon termination of this Agreement, Vendor shall cooperate with CDOT to ensure that data and related reports collected and maintained in the performance of this Agreement remain intact and protected during their transfer into possession of CDOT. Vendor shall be responsible for delivery of any such reports and data to CDOT, and shall be solely responsible for any costs incident to such transfer.
25. In performing its responsibilities under this Agreement, Vendor shall comply with all applicable federal, state, and local statutes, ordinances, regulations, and rules, including, but not limited to, laws regulating the terms and conditions of employment, building and fire codes, zoning laws, privacy, public building and

accommodation requirements for use by the handicapped or disabled, and occupational safety and health rules.

26. Vendor shall direct all communications regarding this Agreement or the MOST Program to [lynn.holly@state.co.us](mailto:lynn.holly@state.co.us) or 303-757-9383.

27. Operate in accordance with all MOST official Rules that are in effect during the duration of this application. Rules can be located by placing this link in your web browser: <https://www.codot.gov/safety/live-to-ride/documents/motorcycle-operator-safety-training-rules.pdf>

Signing here indicates you fully understand the MOST Application

Requirements and have read the Rules –

Vendor Representative name and title: \_\_\_\_\_

#### D. QUALITY ASSURANCE

1. A Quality Assurance Review (“QAR”) will be conducted at the Site at least once per year, whether announced or unannounced, to assist Vendor and verify that Vendor’s methods and facilities meet MOST Program standards. Vendor agrees to cooperate with MOST Program personnel or agents during any such QARs.
2. Should CDOT or its agent determine that any aspect of Vendor Site’s operation does not comply with this Agreement, 2 CCR § 601-23, CDOT rules, MOST Policies and Procedures Manual, or CDOT-approved curriculum standards, CDOT or its agent shall document such noncompliance, identify required corrective action, and establish a time frame for MOST Program Site to implement corrective measures, in a written report to the CDOT MOST Program Manager.

#### E. VENDOR’S USE OF CDOT-APPROVED CURRICULUM MATERIALS

Vendor shall obtain the necessary licenses and credentials to use CDOT-approved curriculum materials. Vendor shall not use CDOT-approved curriculum materials in a manner injurious to CDOT or owner(s) of the curriculum materials. Vendor shall not reproduce, distribute, or sell CDOT-approved curriculum

materials. Upon termination of this Agreement, Vendor agrees to cease all use of CDOT-approved curriculum materials.

F. TERMINATION

1. Vendor may terminate this Agreement, without cause, upon written notice to CDOT.
2. CDOT may deny, suspend and revoke Certification of this Agreement immediately (1) for breach of any provision of the Agreement; (2) for failure of Vendor to implement corrective measures within the time frame established; (3) for failure to implement supplements or modifications prescribed by CDOT within the time allotted; or (4) if CDOT disqualifies Vendor as not in compliance in performing MOST duties and responsibilities as required by statute and rule (2 CCR 601-23, section 13.0 – 13.0.3).
3. Upon termination, Vendor immediately shall cease representing itself as a MOST Program Vendor or Site and cease using any MOST Program materials and equipment.

G. INSURANCE

Vendor shall obtain adequate insurance as required by CDOT and the CDOT-approved curriculum provider.

H. INDEPENDENT CONTRACTOR

Vendor acknowledges that it is an independent contractor and not an employee or agent of CDOT, and it has no authority to contract, bind or incur any obligation to any third party. Except as expressly provided in this Agreement, Vendor has, and hereby retains, full control over the employment, direction, compensation, and discharge of all persons employed or utilized by Vendor in the performance of its obligations under this Agreement. Vendor shall be fully responsible for all matters relating to the wages, hours, and working conditions of its employees, including compliance with social security, unemployment and disability insurance laws, income tax withholding, and wage and hour laws.

I. DELEGATION

Unless approved in writing by CDOT, Vendor shall not delegate any of its responsibilities under this Agreement to subcontractors or third-party contractors. In the event CDOT approves any such delegation, that approval shall not release Vendor from liability or consequences for failure to fulfill its responsibilities under this Agreement.

J. INDEMNIFICATION

Vendor shall indemnify, defend, and hold harmless the State of Colorado, CDOT, MSF and its member companies, including their respective representatives, officers, employees and agents from any and all loss, claims, suits, actions, damages, costs and expenses of every name, kind, and description brought for or on account of injuries to or death of any person, or damage to any property, or violation of privacy rights protected by law, or any other loss or damage, arising from or relating to performance or non-performance of Vendor's responsibilities under this Agreement or MOST training at Site. If Vendor or Vendor's insurer fails to accept a tender of defense from the State of Colorado, CDOT, and/or MSF and its member companies, including their respective representatives, officers, employees, and agents, the tenderer may retain his, her or its own independent counsel and seek reimbursement of legal expenses from Vendor. The provisions of this Paragraph shall survive termination of this Agreement.

K. APPLICABLE LAWS

This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Colorado without regard to conflicts of laws principles.

L. SEVERABILITY

In the event that any term, provision, or paragraph of this Agreement is declared illegal, void, or unenforceable, that shall not affect or impair the other terms, provisions, or paragraphs of this Agreement. The doctrine of severability shall be applied. The parties do not intend by this statement to imply the illegality,

voidness or unenforceability of any term, provision, or paragraph of this Agreement.

M. DISPUTES

All legal action arising out of, or in any way related to, this Agreement shall be brought in court of competent jurisdiction in the State of Colorado.

N. CONFIDENTIALITY/PRIVACY

1. All information pertaining to students shall be maintained in strictest confidence. Except as expressly provided in this Agreement, federal or state law or regulations, or the MOST Policies and Procedures Manual, or as necessary for performance of the duties of Vendor under this Agreement, such information or any compilation of such information, in the form of student lists, instructor rosters, or otherwise, shall not be disclosed by Vendor.
2. Vendor agrees to maintain student records in accordance with the federal Driver's Privacy Protection Act of 1994 ("DPPA") (18 U.S.C. § 2721 et seq.) and all other applicable federal and state laws.

O. NONDISCRIMINATION CLAUSE

During the performance of this Agreement, Vendor and its employees and contractors shall not unlawfully discriminate, harass or allow harassment or discrimination, against any employee or applicant for employment because of sex, race, color, ancestry, religious creed, national origin, disability (including, but not limited to, HIV and AIDS), medical condition (including, but not limited to, cancer), genetic predisposition or carrier status, age, marital status, arrest or conviction records, lawful off-duty activities, family and medical care leave, or pregnancy disability leave. Vendor and its employees and contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Vendor and its employees and contractors shall comply with the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, the Americans with Disabilities Act, and all other applicable federal and state laws.

P. EMPLOYMENT ELIGIBILITY VERIFICATION

Vendor must verify and certify that it does not knowingly employ or contract with an unauthorized alien and that Vendor has enrolled in and is participating in the E-Verify program. This certification must be maintained throughout the duration of this Agreement.

Q. NOTICES

Any notice given by either party hereunder shall be deemed to have been given if sent by Certified Mail or electronic mail to the last known principal address of the other party.

R. CONSULTATION WITH LEGAL COUNSEL

The parties to this Agreement have had a full and fair opportunity to review the terms and provisions of this Agreement with their legal counsel.

S. ENTIRE AGREEMENT

This Agreement sets forth the entire agreement and understanding between and among the parties and supersedes and merges all prior oral and written agreements, discussions and understandings between the parties. Neither of the parties shall be bound by any conditions, inducements or representations other than as expressly provided for here or as fully set forth on or subsequent to the date of this Agreement in writing and signed by a proper and authorized representative of the party to be bound.

T. COUNTERPARTS

This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

In consideration of the mutual covenants and promises contained in this Agreement, and intending to be legally bound, the parties hereto have executed this Agreement as of the latest date set forth below.

CO. DEPT. OF TRANSPORTATION

MOST PROGRAM VENDOR

By: \_\_\_\_\_  
(signature)

By: \_\_\_\_\_  
(signature)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(print name)

\_\_\_\_\_  
(title)

\_\_\_\_\_  
(title)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Applying Organization Contact Information

Name of Organization: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Physical Address: \_\_\_\_\_  
(if different from mailing address)

Telephone number(s): \_\_\_\_\_

E-mail address: \_\_\_\_\_

Website address: \_\_\_\_\_

Designated Representative:  
Name \_\_\_\_\_

Title \_\_\_\_\_

E-Mail \_\_\_\_\_

Signature \_\_\_\_\_

Date of Application \_\_\_\_\_