

TERMS & CONDITIONS

PARTICIPATION

To participate in the program, Partner must submit a signed program contract. DCTA will require a minimum of 10 business days to process enrollment. Upon acceptance, the interested party becomes a Partner with DCTA for the purpose of this Program and the Partner Year begins on the first day of the next month. All pricing and administration of the Program for the Partner will relate to the Partner Year.

PROGRAM RESPONSIBILITIES OF DCTA

- A. DCTA will provide the requested number of regional/local/Connect Annual Passes once payment has been received.
- B. DCTA is responsible for delivering the passes to the Partner via trackable mail service. After the initial delivery, DCTA will deliver orders for additional/replacement passes within 10 business days of payment.
- C. DCTA will only replace lost, stolen or damaged fare media prior to confirmation of certified delivery.
- D. DCTA will not be responsible for reimbursement of any fines or benefits, including money used by the Partner or an employee on qualifying transit, should the employee fail to have their pass available.
- E. DCTA will provide assistance and training to the Partner's designee and staff about the Program and the DCTA system.
- F. DCTA will conduct an annual survey of the program to modify the program if necessary.
- G. DCTA has the right to amend the Corporate Pass Program at any time.

PROGRAM RESPONSIBILITIES OF PARTNER

- A. Partner shall purchase and distribute passes to its employees at the fixed rate(s) set by DCTA. Partner may subsidize a portion or total cost of the passes. DCTA passes cannot be sold to employees for a rate greater than the price paid to DCTA pursuant to this Program. Such actions may result in the Partner no longer being eligible to participate in the Program.
- B. Partner shall be responsible for distributing all passes to its employees. Only one pass may be provided to each employee.
- C. Partner shall be responsible for all administration, internal accounting and payment collection from its employees.
- D. Partner is responsible for the total price of all fare media purchased. DCTA will not refund or reimburse for unused passes.
- E. Partner will appoint at least one employee as the Partner Designee and provide the necessary contact information to DCTA. Partner will notify DCTA in a timely manner of any changes in the Partner Designee.
- F. The Partner will perform all direct coordination associated with the pass end-user. Coordination consists of, but is not limited to: employee communication, distribution of passes to its employees within its organization, pass replacement, and issuance of new passes for new employee activation.

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- G. Partner assumes all risks in respect to passes once delivered to Partner, including loss, theft or damage. The Partner's employees should be instructed to contact the Partner's Designee(s) in case of lost, damaged or stolen cards.
- H. Partner will report to DCTA, without delay, any change that may affect the Program.
- I. Partner will participate in the Program's Annual Survey.

PRICE

- A. Pricing shall be the base rate of the type of passes purchased minus the agreed upon discount.
- B. Should the Partner purchase additional passes after the initial enrollment and the resulting total number of passes purchased within the Partner Year qualifies for a higher discount, the higher discount will be applied to the new purchase only.
- C. The price of the new passes may be pro-rated by monthly increments to adjust for the Partner Year.
- D. The base rates of passes are subject to change pursuant to a public comment process and approval by the DCTA Board of Directors.

PAYMENT

The Partner will be billed, at the rate set forth in the Corporate Pass Program contract, at the time of enrollment, and afterward when each new pass is requested. DCTA will send invoices to the Partner with payment due within 30 days.

LIABILITY

To the extent allowed by law, the Partner agrees to indemnify and hold harmless DCTA from and against any and all liability, including but not limited to, all loss, cost, damage, claim, negligence, suit and judgment, arising out of or in any way related to the Partner's sale and distribution of DCTA fare media pursuant to this program.

LIMITATION OF PARTNER'S AUTHORITY

Partner's authority is limited solely to the purposes specified in the contract.

CONTINUED TRANSIT SERVICES

No provision of the contract shall be construed to require DCTA to continue to operate any transit service to or from the facilities of the Partner or elsewhere during the term of this Program. DCTA has the right to change its transit services, including rerouting, rescheduling, and discontinuance of services operated by DCTA. Should transit services change and impact the Partner's access to the Program, services or Partner facilities, DCTA shall work with the Partner to determine the best accommodation, up to and including a refund.

PARTNER ADMINISTRATOR

Partner agrees to provide the name, title, telephone number, address, and email address of each representative who will monitor and administer the Program for the Partner. Partner must notify DCTA of any change to these key people.