

**C-TRAN Employer Photo ID Annual Express Pass
Administrative Program Requirements
Effective September 1, 2010**

Employers participating in the Employer Photo ID Annual Express Pass Program (Express Pass Program) are required to implement the program in accordance with the following terms and requirements.

A. General Express Pass Fare Requirements

- 1) The price of the Express Pass fare shall be calculated based on an annual term of September 1 through August 31 in accordance with Paragraph B below. For employers joining the Express Pass Program midyear, the price of the Express Pass fare shall be prorated based on the number of months remaining in the annual term (September 1 through August 31).
- 2) C-TRAN will issue validation stickers for all participating employees at the contract price. If the employer hires additional employees during the program term, the employer may purchase additional validation stickers, as set forth in B.3 below, for the additional new hires.
- 3) C-TRAN does not prohibit employers from reselling the Express Pass validation stickers to their employees; however, the validation sticker price shall not exceed the employer's per employee Express Pass sticker purchase price.
- 4) Replacement validation stickers will be provided for replacement employees in accordance with paragraph C.7 below.

B. Annual Express Pass Price

- 1) The price of the Annual Express Pass shall be the Express Pass fare established in the contract for the current year.
- 2) The total contract amount for participation in the Express Pass Program for the full program year (September 1 through August 31) shall be calculated as follows:

$$(\# \text{ of participating employees}) \times (\text{Express Annual pass price}) = \text{total contract amount}$$

- 3) For employers joining the Express Pass Program midyear, the pass price shall be prorated based on the number of months remaining in the contract year (September 1 through August 31) as follows:

(# of participating employees) x (Express Annual pass price) / (12) x (# of months remaining in the contract year) = total prorated contract amount

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or pricing purposes, the first through the fifteenth of a month is considered the current month, and the sixteenth through the end of the month is considered the next month.

- 4) The Express Pass price will be subject to all general fare increases.

C. Express Pass Fare Instrument, Use of Stickers, and Remedies

- 1) Employer shall provide participating employees with a photo identification (ID) card which shall be affixed with the validation sticker. The sticker must be placed on the ID card, preferably near the employee's photo. The employee's ID card with the affixed sticker shall constitute the Express Pass fare instrument and must be carried by the employee as proof of fare payment. The validation sticker remains the property of C-TRAN, the use of which is subject to the terms of the contract between Employer and C-TRAN.

- 2) Employer shall verify qualified employee status before providing an employee with a validation sticker. Only one validation sticker may be distributed per qualified employee.

- 3) Existing employee photo ID cards provided by the Employer may be used as the Express Pass fare instrument if approved by C-TRAN in advance. The validation sticker must be affixed to the ID card as per instructions in C-1 above. The card must display the following:

- a. A
photo of the employee;
- b. T
he employee's name; and
- c. T
he company's name.

- 4) The employee's photo ID card with an affixed validation sticker is valid as the Express Pass fare instrument through the month and year shown on the validation sticker and shall allow express and all-zone travel on all C-TRAN and TriMet services.
- 5) The Express Pass fare instrument may not be provided to or used by anyone other than the qualified employee to whom it is issued and is a valid fare instrument only for the person whose name and photo appear on the ID card.
- 6) C-TRAN is not responsible for replacing lost or stolen validation stickers. C-TRAN, in its sole discretion, may replace lost, stolen, damaged, or destroyed validation stickers. C-TRAN reserves the right to require employers to provide adequate documentation of the lost, stolen, damaged, or destroyed sticker(s). If replacement is denied by C-TRAN, the employer may purchase stickers at a prorated price based on the number of months remaining in the program year (September 1 through August 31).
- 7) Replacement stickers may be provided for replacement employees. C-TRAN reserves the right, in its sole discretion, to require employers to provide upon request the separated employee's validation sticker or other written documentation evidencing that employer has disabled the effectiveness of the separated employee's Express Pass fare instrument before replacement stickers will be issued.
- 8) In the event that C-TRAN reasonably believes that any of an employer's employees has duplicated, altered, or otherwise used the validation sticker in a manner not authorized by the contract, upon notice from C-TRAN, Employer shall conduct a reasonable investigation of the matter, including notice to the employee and an opportunity for the employee to respond. Employer shall submit written findings of its investigation to C-TRAN. C-TRAN reserves the right to make its own independent investigation and determinations as to whether the misuse occurred. If, based on the results of an investigation, C-TRAN determines that misuse has occurred, C-TRAN reserves the right to require Employer to return the employee's validation sticker or provide written assurance that the Employer has disabled the effectiveness of the employee's Express Pass fare instrument. The employer shall not forward any employee ID cards to C-TRAN. In addition, C-TRAN reserves all rights and remedies available under law.
- 9) If C-TRAN believes that Employer has provided falsified information, intentionally provided validation stickers to nonqualified employees or other ineligible persons, or that the Employer is otherwise in breach of the contract including but not limited to failure to make a contract payment when due, C-TRAN reserves the right in its sole

discretion to demand within the timelines specified by C-TRAN that Employer return any or all validation stickers, or that Employer provide other written assurance that Employer has disabled the effectiveness of any Express Pass fare instruments, and may also immediately terminate the contract. In addition, C-TRAN reserves all rights and remedies available under law. In the event of termination by C-TRAN, Employer's sole remedy shall be reimbursement for any undistributed validation stickers returned to C-TRAN so long as Employer's failure to distribute the stickers did not constitute a breach of the contract, and Employer is otherwise not in default of the contract terms; any reimbursement to Employer may be prorated by C-TRAN based on the number of days remaining in the contract term.

- 10) In any action or suit based upon any of the rights and obligations of the parties contained in the contract where C-TRAN is the prevailing party, Employer shall be liable for C-TRAN's reasonable attorneys fees and its costs and disbursements.
- 11) In no event shall C-TRAN be liable for any consequential, special, incidental, or punitive damages, whether under theory of tort, contract, statute, or otherwise.

D. Payment Options and Issuance of Validation Stickers

- 1) Employer shall be required to enter into a written contract based on the annual term of September 1 through August 31, in the minimum annual amount of the Annual Express pass. The contract amount may be prorated for less than one year, as provided for in these program requirements. An employer-signed original contract must be received by C-TRAN before the contract start date.
- 2) No validation stickers will be issued until the first payment or a purchase order is received by C-TRAN. Employers renewing their participation in the Express Pass Program by executing a new contract, with prior credit approval from C-TRAN, will be invoiced with payment due net 30 days from the invoice date.
- 3) Employers with a total contract amount of less than \$6,050 must pay the contract amount in full before the contract start date. No validation stickers will be issued until the payment is received by C-TRAN. Employers renewing their participation in the Express Pass Program by executing a new contract, with prior credit approval from C-TRAN, will be invoiced with payment due net 30 days from the invoice date.

- 4) Payment for additional validation stickers purchased throughout the program year may be prepaid or invoiced with prior credit approval at the customer's discretion. Payment for additional validation stickers is due net 30 days from the date of the invoice.
- 5) Payments not received by the due date will accrue interest at an annual rate of 18 percent.
- 6) In the event an employer fails to make a payment as scheduled in the contract, C-TRAN reserves all its rights and remedies under law, including but not limited to the right to suspend future issuance of validation stickers and as otherwise provided in Paragraph C above.
- 7) Invoices past due over 60 days may be forwarded to C-TRAN's collections agency or legal department for further action.
- 8) Payment(s) shall be submitted to C-TRAN, Attn: Accounts Receivable, PO Box 2529, Vancouver, WA 98668-2529.
- 9) Express Pass validation stickers will be provided to the employer, normally within ten (10) business days of C-TRAN's receipt of a purchase order or payment in full. For employers renewing their participation in the Express Pass Program by executing a new contract, and with prior credit approval from C-TRAN, validation stickers will be provided normally within ten (10) business days of receipt of an employer's signed contract. C-TRAN is not responsible for late deliveries. A designated representative of the Employer must sign for receipt of the validation stickers. C-TRAN reserves the right to limit the number of validation stickers provided at any one time, or to determine the distribution schedule thereof.

E. Employer Designated Agents

- 1) The Employer may elect to participate in the Express Pass Program through their designated agent ("Employer Designated Agent"). The Employer Designated Agent will enter into a contract with C-TRAN for implementation of the Express Pass Program in accordance with these program requirements, including the purchase of and payment for employer Express Pass stickers.

- 2) The Employer Designated Agent must be an incorporated entity, established for the purpose of providing administrative services to facilitate employer transportation options or other employer related services, including commercial or industrial property management and/or other transportation related services.
- 3) Upon C-TRAN's request, the Employer Designated Agent shall provide C-TRAN with written authorization from Employer on Employer's official letterhead evidencing Employer's designation of Employer Designated Agent.

F. Information Required of Employers

- 1) Prior to contract execution by C-TRAN, C-TRAN must receive in writing the number of participating employees, authorized by the designated Express Pass representative. C-TRAN shall not be bound and assumes no obligation in any respect with regard to the Express Pass Program until C-TRAN's authorized signator executes the Express Pass Program.
- 2) C-TRAN, at its sole discretion, may require an employer to verify the number of participating employees and to confirm employee status at any time during the term of the contract.
- 3) The total number of Express Pass validation stickers distributed at the worksite(s) must be provided to the designated C-TRAN representative, Ron Baird, Passenger Services/Pass & Ticket Control. Stickers not distributed to employees must be returned to C-TRAN, attention Ron Baird, Passenger Services/Pass & Ticket Control.
- 4) Employees must sign a statement verifying receipt of a validation sticker. The statement must include a signed acknowledgement by the employee that the validation sticker and the photo ID card affixed with the validation sticker (Express Pass fare instrument) are nontransferable and may only be used by the employee to whom it was issued. The Employer must keep these signed statements on file and make them available for C-TRAN's review upon request by C-TRAN.