

**Pennsylvania Turnpike Commission
E-ZPass Commercial Vehicle Agreement**

THIS AGREEMENT, dated _____ by and between the Pennsylvania Turnpike Commission (the “Commission” or “PTC”), an instrumentality of the Commonwealth of Pennsylvania, having its principal office at 700 South Eisenhower Boulevard, Middletown, Pennsylvania; and _____, a _____ [corporation, partnership or sole proprietorship] of the state of _____, having its principal office or place of business at _____ (the “Customer”).

WITNESSETH:

WHEREAS, the Commission operates a toll highway (the “Turnpike”) in the Commonwealth of Pennsylvania; and

WHEREAS, the Customer operates commercial motor vehicles which will, from time to time, have occasion to travel between various interchanges/toll plazas on the Turnpike; and

WHEREAS, the Commission is willing to extend eligibility to its commercial vehicle E-ZPass Program to commercial vehicle operators who desire a prepaid only commercial vehicle account or who incur at least \$1,000 per annum in tolls on the Turnpike and desire a postpaid commercial vehicle account; and

WHEREAS, the Customer has requested the privilege of a commercial vehicle E-ZPass account.

NOW, THEREFORE, in consideration of the mutual conditions and covenants set forth herein, the parties agree as follows:

1. GENERAL PROVISIONS

- a. The Customer understands that the provisions of this agreement apply to all types of commercial vehicle accounts, including prepaid only and postpaid accounts, unless otherwise noted.
- b. The Customer agrees to ensure that operators of its commercial E-ZPass-equipped vehicles observe posted speed limits in all E-ZPass lanes. Failure to do so may result in revocation of E-ZPass privileges.
- c. The Customer agrees to ensure that operators of its commercial E-ZPass-equipped vehicles observe and obey all federal, state and local traffic laws, rules and regulations and applicable FCC regulations. Failure to do so may result in revocation of E-ZPass privileges.

- d. The Customer agrees to correctly mount, display and use the E-ZPass transponder(s) in accordance with the instructions provided by the PTC E-ZPass Customer Service Center. The Customer further agrees not to mount the E-ZPass transponder in any location that could interfere with an operator's visibility or ability to operate an E-ZPass-equipped vehicle. Failure to mount the E-ZPass transponder correctly may hinder toll collection and may result in the highest fare being charged to the account. The Customer agrees to use the E-ZPass transponder(s) only in the vehicle(s) specified in its application.
- e. The Customer agrees to inform the PTC E-ZPass Customer Service Center within ten (10) calendar days of any changes to its application information, including but not limited to, business name, address, telephone number, license plate information and, if applicable, bank account information or credit card number and expiration date. Failure to adhere to this provision may subject the account to violation charges.
- f. Except as otherwise provided herein, the Customer agrees and acknowledges that the PTC has no obligation or liability to the Customer with respect to its use of or the performance of the E-ZPass transponder(s). The PTC expressly disclaims any representation or warranty, expressed or implied, including, without limitation, any implied or expressed warranty of merchantability, fitness for a particular purpose or conformity with models or samples.
- g. The Customer acknowledges that a fee may be charged for all returned checks and returned ACH transactions. Should an overdraft occur, the Customer agrees that the fee may be deducted from the prepaid account or be added to the postpaid accounts monthly invoice.
- h. The Customer understands that its E-ZPass transponder(s) is valid for E-ZPass transactions at E-ZPass agencies in other states and that the charges incurred will be deducted from its PTC prepaid account.
- i. If the Customer disputes any transaction on their PTC E-ZPass commercial vehicle account, it must notify the PTC within 45 days of the date of the original disputed transaction, disputed charge or other item(s) of dispute. The PTC will investigate the dispute and will make a good faith determination of whether an adjustment is warranted. This good faith determination of the PTC with regard to the dispute shall be final and binding upon the Customer.
- j. The Customer authorizes the PTC E-ZPass Customer Service Center to access and charge E-ZPass transactions to the credit card listed on the application or its checking account as applicable.
- k. In the event that the E-ZPass transponder is not read successfully, the Customer remains responsible for payment of the toll and may be required to pay the highest fare.

- l. A free detailed monthly statement is available online, however, paper account statements are available for a monthly fee stated in attached addendum. This fee is deducted from the prepaid account balance, if applicable, or added to the postpaid invoice.
 - m. In the event the Customer is delinquent in making payment of any monies due the Commission necessitating legal action on the Commission's part to recoup amounts owed, the Customer agrees to reimburse the Commission for all fees and expenses, including but not limited to reasonable attorney's fees and interest at 1.5% commencing thirty (30) days after due date of invoice.
 - n. The PTC reserves the right to change the terms of this agreement at any time upon written notice to the Customer.
 - o. Charges, fees, and the volume discount schedule are outlined in the PTC E-ZPass Commercial vehicle Addendum, which is made part of this agreement by reference.
2. CONFIDENTIALITY
- a. The Customer understands that the information in its E-ZPass file may be subject to disclosure pursuant to law.
 - b. The Customer acknowledges and understands that its vehicle(s) may be videotaped or photographed in accordance with applicable laws while on the Pennsylvania Turnpike and other E-ZPass agency roadway systems. The Customer expressly understands that the PTC and other E-ZPass agencies may monitor the use of the E-ZPass transponder for the purpose of toll collection, traffic monitoring and detecting violations of this agreement.
3. VOLUME DISCOUNTS
- a. Customers with a postpaid account in good standing shall be eligible for the volume discount program provided that monthly tolls meet usage requirements set forth by the Commission and provided that invoice payment is postmarked by the 24th of the month. Discounts will not be applied to invoices on accounts with outstanding balances as of the date of the invoice and will not be applied to or include tolls charged to the Customer's prepaid account.
 - b. Volume discount program amounts are contained in the attached addendum.
 - c. The Customer further understands that continuous late payments may, at the Commission's discretion, result in its being ineligible for future volume discounts.

4. E-ZPASS POSTPAID PLAN

- a. The Commission shall establish a postpaid plan for the payment of toll charges incurred by the Customer's commercial motor vehicles using the Pennsylvania Turnpike and shall sell to the Customer the E-ZPass transponders subject to the Customer's procurement of a surety bond or certified or cashier's check in a dollar amount required by the Commission.
- b. The Customer agrees to pay all toll charges posted to invoices prepared by the Commission resulting from use of E-ZPass transponders on the Pennsylvania Turnpike and any other fees applicable to the postpaid account.
- c. The Customer understands that other E-ZPass agencies' tolls will be deducted from its prepaid account balance and are not subject to volume discounts.
- d. The Commission shall invoice the Customer monthly for all toll charges incurred on the Pennsylvania Turnpike during the billing period.
- e. The Customer shall pay such invoice within thirty (30) days of the invoice date. Payments received more than 30 days after invoice date will be assessed a late fee of 1.5% per month on the unpaid balance.
- f. To remain eligible for a postpaid commercial vehicle account, the Customer's aggregate toll charges on the Pennsylvania Turnpike shall be at least \$1,000 per annum.
- g. For postpaid accounts that request the ACH auto payment method, the Customer authorizes the PTC E-ZPass Customer Service Center to access its checking account monthly on the 24th of each month for payment of the postpaid invoice. (The 24th will be used even if it falls on a weekend or holiday).

5. SURETY BOND

- a. The Customer shall obtain a surety bond utilizing the Commission's surety form and in an amount required by the Commission prior to establishment of postpaid plan privileges. In lieu of a surety bond, the Customer shall deposit with the Commission a noninterest bearing certified or cashier's check. Such surety bond or certified or cashier's check shall be in an amount equal to the greater of \$3000 or two months' gross tolls on the Pennsylvania Turnpike. Should the Customer fail to pay toll charges within the timeframe specified in this agreement, it will forfeit surety or certified check or cashier's check.
- b. The Commission reserves the right at any time to require increased surety and to require, at its discretion, an increase in the amount of such surety bond or certified or cashier's check within thirty (30) days of the date of the notification by the Commission.

- c. The Insurer of the bond must provide the Commission a sixty (60) day notice by registered mail of intent to cancel the bond. This will result in the suspension of privileges unless the Customer provides new coverage.

6. PREPAID ACCOUNT BALANCE

- a. The Customer agrees that the PTC shall not pay interest on any prepaid amounts held for its account. All such prepaid amounts shall be deposited with the PTC, and any amounts due to the Customer shall be repaid upon termination of this agreement.
- b. If the Customer's prepaid account balance is insufficient to pay the PTC E-ZPass Customer Service Center, the Customer shall remain liable to the PTC for all outstanding amounts. Any unpaid balances due to the PTC after 30 days from the date of invoice will be charged interest at a rate of 1.5% per month for each month or part thereof. An insufficient account balance may result in future toll transactions being processed as violations.
- c. The Customer acknowledges that the PTC may periodically review the activity in its prepaid account and make adjustments in the replenishment amount, if applicable, in order to more accurately reflect their average monthly toll usage.
- d. For prepaid accounts, the toll charged by the PTC or other E-ZPass agencies is deducted from the Customer's account balance each time an E-ZPass transponder is read at a toll plaza.

7. PTC E-ZPASS TRANSPONDERS

- a. PTC Transponders may not be returned to the Commission for a refund nor may they be transferred, assigned or sold to any other entity or individual without the express written consent of the Commission.
- b. If the Customer's PTC E-ZPass transponder(s) malfunctions for reasons other than abuse, as determined by the PTC E-ZPass Customer Service Center, and the PTC E-ZPass transponder is returned to the PTC E-ZPass Customer Service Center, it will be replaced at no charge while the transponder is still under warranty. Interior mounted transponders are under warranty for 4 years. Bumper mounted, roof mounted and exterior transponders are under warranty for 2 years.
- c. The security of E-ZPass transponder(s) is solely the responsibility of the Customer. If the Customer's E-ZPass transponder(s) is lost or stolen, the Customer must notify the PTC E-ZPass Customer Service Center immediately. Until the Customer notifies the PTC E-ZPass Customer Service Center that its E-ZPass transponder(s) has been lost or stolen, the PTC E-ZPass Customer Service Center will continue to deduct from or add to the Customer's account any tolls incurred by the E-ZPass transponder(s). The Customer will not be reimbursed for any such deductions or additions. When replacing a lost, stolen or

damaged E-ZPass transponder, a new transponder(s) must be purchased by the Customer. This subsection does not apply to postpaid companion accounts.

8. TERMINATION

- a. The Customer's noncompliance with any obligation set forth in this Agreement or violation of any E-ZPass-related law, rule, regulation or procedure shall be grounds for immediate termination of this Agreement and/or electronic invalidation of the Customer's PTC E-ZPass transponder(s) by the Commission without further notice.
 - b. Unless earlier terminated under subsection (a) of this section, this Agreement shall be effective from the date of execution until such time as either party shall give thirty (30) days' prior written notice to the other party of its intention to terminate the Agreement.
 - c. Termination of this Agreement shall not affect the Customer's obligation to pay any monies due the Commission. As of the date of termination, all outstanding invoices shall become due and payable.
 - d. The Customer agrees to pay all costs, including reasonable attorneys' fees, incurred by the PTC to enforce the terms of this Agreement.
9. FEDERAL AND STATE LAWS – The Customer shall observe and comply with all applicable Federal and State laws and any other laws that apply to the Customer's operation of a fleet of commercial motor vehicles on the Turnpike.
10. GOVERNING LAW – The terms of this Agreement shall be governed by and construed under the laws of the Commonwealth of Pennsylvania. Any action brought by either party to this Agreement involving any dispute related to this Agreement shall be brought only in the Board of Claims of the Commonwealth of Pennsylvania. Venue shall lie in Dauphin County, Pennsylvania.
11. ASSIGNMENT – The Customer shall not assign this Agreement or any part thereof without the prior written consent of the Commission. Any attempted assignment without such prior consent shall be null and void.
12. SEVERABILITY – The provisions of this Agreement are intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality or invalidity shall not affect the validity of the remainder of this Agreement.
13. INTEGRATION – This Agreement and the addendum incorporated herein by reference constitutes the entire agreement between the parties and supersedes all provisions, promises, representations and agreements, whether written or oral, between the parties with respect to the subject matter contained therein.

14. **INDEMNIFICATION** – The Customer agrees to indemnify and hold harmless the PTC, its employees and officers from and against all damage, loss, expense or liability, relating to, arising from or as a result of the Customer’s use of or the performance of the E-ZPass transponder(s).

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this agreement and to affix their respective corporate seals, if applicable to the Customer, as of the day and year first written above.

If Corporation:

Attest: _____ Company

Secretary or Treasurer

President or Vice President

If Partnership:

Partner

Partner

If Individual Ownership:

Owner

Doing Business As

PENNSYLVANIA TURNPIKE COMMISSION

By: _____