



# **SEPTA ComPass Agreement**

**1234 Market Street, 9th Floor, Philadelphia, PA 19107**

**The organization named below (hereinafter “Organization”) agrees to participate in the SEPTA Corporate Pass Program under and expressly subject to the following terms and conditions:**

- 1. The Organization agrees to act as an agent in actively promoting and selling various SEPTA Transit and/or Rail boarding instruments to the Organization’s employees. Such promotion shall entail a comprehensive program, which informs employees about the benefits and terms of purchase and actively encourages their participation. SEPTA agrees to provide consultant assistance in the promotional effort.**
- 2. SEPTA will deliver passes for each month based on the Organization’s order form provided to SEPTA. The delivery will be made in the month prior to the period for which the passes are valid. For all orders under 50 passes per month, the Organization will be charged a handling fee.**
- 3. SEPTA will be financially responsible for any loss or damage to instruments while in transit to the Organization, up to the face value of the instruments. The Organization will be financially responsible for the instruments and the proceeds of instrument sales at all times while in their possession and shall establish procedures to provide for the control and security of the passes. Losses sustained by SEPTA from the absence or non-adherence to these required control procedures will be billed to the Organization and shall be at their sole cost.**
- 4. Payments for Passes are due with the pass order form no later than the 15th day of the month prior to the valid period. SEPTA maintains the right to establish, at its sole discretion, a minimum amount of sales for any and all types of passes to initiate or continue the Organization’s participation in the Corporate Pass Program. In that event, the Organization must meet said minimum or this agreement may be canceled at SEPTA’s sole discretion.**
- 5. The Organization agrees to conform to the basic procedures outlined in SEPTA’s Procedural Guide and/or any subsequent modifications. A copy of the Procedural Guide will be made reasonably available upon request by the Organization.**
- 6. The Organization shall maintain complete accounting records and make them available at its office at all reasonable times during the agreement period and for three (3) years from the date of the final receipt of pass sales proceeds with respect to this Agreement. The Organization shall permit any authorized representative of SEPTA to inspect and audit all data and records of the agencies relating to its performance under the Agreement. SEPTA retains the right to recover any cost disallowed as a result of such audit.**
- 7. This Agreement is cancelable by either party upon thirty (30) days written notice.**

8. SEPTA agrees to provide the Organization with Passes at a 5% discount off the face value of passes noted in the then prevailing tariff. The Organization expressly agrees to assume 5% of the remaining cost of the transportation passes, thus providing its employees with an approximate 10% discount.

<b>FOR CONSIGNEE:</b>		
<b>Authorized Signature</b> Owner, Partner, or Corporate Officer (Sign in presence of Notary Public)	<b>Date</b>	<b>Print Name</b>
		<b>Print Position</b>
<b>Organization Name:</b>		<b>Tax ID #:</b>
<b>Address:</b>		
<b>City, State, Zip Code</b>		
<b>SWORN TO AND SUBSCRIBED BEFORE ME</b>		
THIS _____ DAY OF _____, IN THE YEAR OF _____.		
<b>Date:</b> _____		<b>Notary Seal</b>
<b>FOR SEPTA:</b> Accepted by:		
<b>Richard G. Burnfield</b> CFO/Treasurer	<b>Date</b>	

Form: SP018 - Rev. 02/15/08