



SEPTA CONSIGNMENT SALES AGREEMENT

Name of Organization:

Account:

Trading/Doing Business as: *[If other than above.]*

Organization/Newsstand address:

Delivery Location: *[If other than above address.]*

Under this CONSIGNMENT SALES AGREEMENT (herein "Agreement"), which is effective upon the first delivery of SEPTA fare media, SEPTA and the above named organization (herein "Consignee") hereby agree that, in consideration of the mutual covenants and conditions contained herein, Consignee will participate in SEPTA's Boarding Instrument Consignment Sales Program (herein the "Program") as a non-exclusive sales distributor to sell SEPTA tokens and 1-day passes (referred herein collectively as "Boarding Instruments") at Consignee's address listed above, (hereinafter, "Store"), subject to the following terms and conditions:

A. Term of Agreement.

The Agreement in effect from the date of the first Boarding Instruments delivered to Consignee, cancelable by either party upon thirty (30) day's prior notice.

B. SEPTA Responsibilities, Obligations and Rights.

1. SEPTA will provide the Boarding Instruments to Consignee on a consignment basis for Consignee's sale to the public, solely at Consignee's Store, and only at the sale prices set by SEPTA in SEPTA's tariffs (which may be changed by SEPTA). SEPTA retains ownership of all Boarding Instruments provided to Consignee under this Agreement until the time they are sold to the public by Consignee.
2. SEPTA will provide Consignee with:

- a. a copy or a summary of any SEPTA tariff(s) relevant to the Boarding Instruments to be sold by Consignee;
 - b. appropriate signage advertising Consignee's participation in the Program; and
 - c. a copy of the current SEPTA Boarding Instrument Procedural Guide (herein "Guide") and any subsequent changes to the Guide.
3. SEPTA shall allow a service fee to the Consignee in return for certain Consignee Boarding Instrument sales under this Agreement, based on the quantity purchased. These purchase prices and Sale Prices are stipulated in the Procedural Guide, which forms an integral part of this agreement. There is no service fee allowed for the sale of tokens.
4. SEPTA will deliver a supply of Boarding Instruments, of an agreed upon quantity, to Consignee's Store or Delivery Location within seven (7) days of SEPTA receiving payment of the proceeds from the prior supply of Boarding Instruments provided to Consignee.
5. SEPTA will be solely responsible for any loss or theft of, or damage to Boarding Instruments up to such time that they have been delivered to Consignee's Store or specified Delivery Location, and for any loss or theft of proceeds once they have been delivered to and received by SEPTA.
6. At all times during the Term of this Agreement and after Consignees leaves the Program, SEPTA shall continue to have the right to recover any sale proceeds owed, the value of any Boarding Instruments lost or stolen, and the value of any Boarding Instruments unaccounted for or not paid for, which may be discovered as a result of SEPTA's record keeping or of an audit or review of Consignee's records.
- C. Consignee Responsibilities, Obligations and Rights.
 1. Consignee will comply with the rules and procedures in SEPTA's Guide and any amendments that may be made to it by SEPTA alone.
 2. At the time that Consignee desires to request a new supply of Boarding Instruments, Consignee must pay to SEPTA proceeds from the prior supply of Boarding Instruments provided to Consignee. Consignee can expect to receive delivery, at Consignee's Store or Delivery Location, of an agreed upon quantity of Boarding Instruments within seven (7) days of SEPTA receiving payment of the proceeds from the prior supply of Boarding Instruments provided to Consignee.
 3. Consignee will be solely, fully and completely responsible (procedurally, for the control and security of, for financial liability, etc.) for all Boarding Instruments once they have been delivered to the Store or Delivery Location and for all proceeds from the sale of Boarding Instruments until such time that those proceeds have been given to and received by SEPTA. The financial value of any and all Boarding Instruments shall be the respective purchase price, as assigned by SEPTA, of the specific Boarding Instrument(s). The type, degree and extent of controls, security and other procedures that may be established or followed by Consignee will be at the discretion of Consignee and SEPTA will have no responsibility to review, recommend, consider, critique, accept or approve

any of Consignee's procedures with the exception of those specifically mentioned as requirements within this Agreement.

4. Consignee will, at all times, keep in plain sight the signage provided by SEPTA advertising Consignee's sale of Boarding Instruments.
5. Consignee will, at all times, ensure that a no-step, barrier-free access-way from the sidewalk to the sales counter is provided at Consignee's Store at which it sells Boarding Instruments.
6. Consignee shall:
 - a. maintain proper accounting records;
 - b. make accounting records available at its office at all reasonable times;
 - c. retain and make available accounting records for the term of this Agreement plus an additional three (3) years from the date SEPTA receives payment for the final Boarding Instruments delivered to Consignee under this Agreement.; and
 - d. permit authorized representatives of SEPTA to inspect and audit all records and data of Consignee relating to the purchase of Boarding Instruments from SEPTA and the sale of those Boarding Instruments to the public.

Even after Consignee leaves the SEPTA Program, Consignee will be obligated to pay to SEPTA any sale proceeds owed, the value of any Boarding Instruments lost or stolen, and the value of any Boarding Instruments unaccounted for or not paid for, which may be discovered as a result of SEPTA's record keeping or of an audit or review of Consignee's records. Consignee will return to SEPTA any damaged Boarding Instruments.

7. Consignee, on behalf of itself and all its members, employees, agents, partners, contractors and their heirs, executors and administrators ("Consignee and Such Others"), releases and holds harmless SEPTA of any liability for any personal injury (including death) and any property damage or loss incurred by Consignee and Such Others that may arise from the activities under this Agreement; from the presence of SEPTA representatives or Boarding Instruments on Consignee's property; from or despite Consignee's controls and security procedures even though SEPTA may be aware of such controls, security or other procedures or the lack thereof; or from any negligent act or omission of SEPTA or its representatives regarding activities related to this Agreement.
8. Consignee may not transfer or assign this Agreement to any person or entity, including a successor to the business of Consignee. In the event Consignee's business is sold, this Agreement shall automatically terminate. Consignee hereby agrees to notify SEPTA (according to SEPTA's Guide) at least thirty (30) days prior to such sale.

D. General.

1. This Agreement shall be strictly interpreted and construed in accordance with the laws of the Commonwealth of Pennsylvania, and any suits or actions brought under or to enforce this Agreement shall be adjudicated only in a federal or state court within the City of Philadelphia.

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

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