



SEPTA Discount School Fare Agreement

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

This agreement (“Agreement”) is entered into on this _____ day of _____, 20__, by the Southeastern Pennsylvania Transportation Authority (“SEPTA”), a body corporate and politic which exercises the public powers of the Commonwealth of Pennsylvania as an agency and instrumentality thereof with its principal office located at 1234 Market Street, 10th Floor, Philadelphia, PA 19107-3780, and the following School or School District (“School”).

School Name	
School Address	
City, State Zip	

Section 1. Definition of Certain Terms

For purposes of the Agreement the terms set forth in this section, whenever capitalized in the Agreement shall have the indicated meanings. When used in the Agreement the singular shall apply to the plural, the plural to the singular and the use of any gender shall apply to both genders.

- a. “Academic Year” means the period from July 1, 2010 to June 30, 2011 and as adjusted for subsequent years. An Academic Year has 180 school days.
- b. “Agreement” is defined in the introduction.
- c. “Eligible Student” means a student in any grade up to and including 12th Grade who is entitled by State law and/or policy of School District to receive during the Academic Year free public transit service or public transit service at a reduced fee for travel to and from home and school.
- d. “School/School District” is defined as above stated.
- e. “Student Pass” means a serially numbered, magnetically encoded pass that has printed thereon, among other things, the words “Student Pass” and the period for which it is valid. SEPTA will issue Student Passes for each week of the Academic Year in which classes are in session.
- f. “School Token” means a metal token valid for one trip on any SEPTA bus, trolley, or subway elevated line.
- g. “Transfers” means an additional fare paid at the time of boarding for students needing a 2nd vehicle to complete their journey.
- h. “Student Rail Pass” means a serially numbered, magnetically encoded pass that has printed thereon, among other things, the words “Student Rail Pass” and the period for which it is valid.
- i. “Student One Day Convenience Pass” means serially numbered pass that has printed thereon, among other things, the words “Student One Day Convenience Pass” and punch areas designated to depict the date that the pass is valid for.

Section 2. Student Pass Program

- a. Each Student Pass will be valid for use by an eligible Student between 5:30 a.m. and 7:00 p.m. on the School days within the week that is printed on the Student Pass. A Student Pass issued to an Eligible Student is for the use by the Eligible Student only. An Eligible Student may not transfer a Student Pass to another person, whether or not the other person also is an Eligible Student, for the purpose of the other person’s using the Student Pass for public transportation services.

- b. For each week of the Academic Year in which classes are held SEPTA will supply Student Passes to the School. The Student Pass will be bound in plastic packages of ten Student Passes each.
- c. The cost to the School per Eligible Student for Student Passes for the Academic Year is \$597.60. This amount is derived by taking the cost of a weekly TransPass (\$22.00) and reducing it by 5% (\$20.90). Since a Student Pass will have no travel privileges (i) during early mornings and evenings on weekdays and (ii) throughout weekends, SEPTA applied a discount of 20.6% to the reduced value of a weekly TransPass. When the discount of 20.6% is applied to the reduced amount (\$20.90), the result equals \$16.60.
- d. The School must pay SEPTA prior to the receipt of each installment of Student Passes. The minimum installment quantity is ten passes per week and all quantities must be in multiples of ten.
- e. Student Passes will be valid for travel between home and school and school and home only on days in which schools are in session. Student Passes are not valid for transportation on Saturdays, Sundays and school holidays. The parties hereto acknowledge that the terms and conditions of Student Passes will be consistent with the terms and conditions that were in effect for school tokens and school transfers.
- f. SEPTA will give the School a credit on the value of each unused Student Pass that the School returns to SEPTA within 30-days of the last day of the week for which the Student Pass would have otherwise been valid.
- g. For students using Regional Rail Train service, the Weekday Student Pass may be upgraded to a Student Rail Pass. This can be done at any Regional Rail Ticket Office, located within the geographic boundaries of the city of Philadelphia. At non Center-City Stations, upgrades may be completed between the Wednesday before and Tuesday of the valid week of the weekday student pass. Upgrades at Center City Stations can be done on Mondays and Fridays only. The Student surrenders their weekday pass and receives a credit of \$3.32 for each valid day of the pass, towards the purchase of a Student Rail Pass. The student must conduct the upgrade, not the parent or guardian.

Section 3. Student Token Program *(Not Available in Philadelphia.)*

- a. Each Student Token will be valid for use by an Eligible Student between 5:30 a.m. and 7:00 p.m. on the School days.
- b. Student Tokens will be bound in plastic packages of ten Student Tokens each.
- c. The cost to the School for Student Token packets is the same as the price of a token listed in Tariff Nos. 1 and 132.
- d. The School must pay SEPTA prior to the receipt of each installment of Student Tokens. The minimum order quantity of School tokens is one box. (1,000 tokens).
- e. Student Tokens will be valid for travel between home and school and school and home only on days in which schools are in session. Student Tokens are not valid for transportation on Saturdays, Sundays and school holidays.

Section 4. Student One Day Convenience Pass Program

- a. Each One Day Pass will be valid for use by an Eligible Student between 5:30 a.m. and 7:00 p.m. on the School days, including Saturdays as warranted.
- b. The minimum order for Student One Day Convenience Passes is 50.
- c. The cost to the School per Eligible Student for Student One Day Convenience Passes is \$5.25. This amount is derived by taking the cost of a Convenience Pass (\$7.00) and reducing it by 5% (\$6.65). Since a Student One Day Convenience Pass will have no travel privileges during early mornings and evenings, SEPTA applied a discount of 20.6% to the reduced value of a Convenience Pass. When the discount of 20.6% is applied to the reduced amount (\$6.65), the result equals \$5.25.

Section 5. Term

The term of the Agreement is July 1, 2010 and will end on the effective date of any price change to Tariffs No. 1 or No. 132, the Tariffs that governs, among other things, bulk discounts that SEPTA may offer in connection with fare instruments.

Section 6. Notices and Payments

All notices required under the Agreement shall be in writing and mailed to;

If to SEPTA: Mr. Thomas J. Kelly Jr.
Director, Sales
SEPTA
1234 Market Street, 9th Floor
Philadelphia, PA 19107-3780

If to School: Contact: _____
Title: _____
School: _____
Address: _____

All payments by the School to SEPTA shall be by check made payable to "SEPTA" and mailed with copy of the order form to:

For Tokens
SEPTA
P.O. Box 821834
Philadelphia, PA 19182-1834

For Weekday Passes
SEPTA Sales Department
1234 Market St., 9th Floor
Philadelphia, PA 19107

Section 7. Miscellaneous Provisions

- a. Neither party is or shall deem to be a partner or agent of the other. The Agreement does not create a joint venture. Each party is solely responsible for its own obligations.
- b. The Agreement forms the entire and complete statement of the obligations between SEPTA and the School as to the subject matter hereof. The terms of the Agreement may not be altered or amended except by a written document that both parties execute.
- c. The School agrees to submit an order form and payment at least 7-business days prior to the intended day of pickup. A \$25.00 penalty will be assessed on any order requiring special handling, expedited pickup, or for returned checks.

Section 8. Governing Law

All matters or claims arising out of, related to, or in connection with the Agreement or the relationship between the parties is governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, the parties have caused the Agreement to be executed by their duly authorized officials, on the date first written above.

Authorized Signature School Administrator or Officer (Sign in presence of Notary Public)	Date	Print Name
		Print Position
SWORN TO AND SUBSCRIBED BEFORE ME THIS _____ DAY OF _____, IN THE YEAR OF _____. FOR SEPTA		Tax ID #: Notary Seal
Richard G. Burnfield CFO/Treasurer	Date	

FORM: SP035 – 02/17/11