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”).

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<tr>
<th>School Name</th>
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<tr>
<td>School Address</td>
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<td>City, State Zip</td>
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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 to June 30. 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. “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.
g. “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 price of a Weekday Student Pass is derived by taking the cost of a weekly TransPass ($25.50) and reducing it by 5% ($24.23). 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 ($24.23), the result equals $19.20.

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 Student Tokens and 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. Upgrades may be completed between the Wednesday before and Tuesday of the valid week of the Weekday Student Pass. The Student surrenders their Weekday Student Pass and receives a credit of $3.84 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. The Student Rail Pass is valid for travel to all zones and the 5-Day price is $29.50.

Section 3. Student One Day Convenience Pass Program

a. Each Student 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 $6.75. This amount is derived by taking the cost of a Convenience Pass ($9.00) and reducing it by 5% ($8.55). 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 ($8.55), the result, rounded down, equals $6.75.

Section 4. Term

The term of the Agreement is July 1, 2017 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 5. 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
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 Weekday Student Passes**
SEPTA Sales Department
1234 Market Street, 9th Floor
Philadelphia, PA 19107-3780


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. A $25.00 penalty will be assessed on any order requiring special handling, expedited pickup, or for returned checks.

Section 7. 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.

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<thead>
<tr>
<th>Authorized Signature</th>
<th>Date</th>
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<tr>
<td>School Administrator or Officer</td>
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<td>(Sign in presence of Notary Public)</td>
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<td>Print Position</td>
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<td>Tax ID #:</td>
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SWORN TO AND SUBSCRIBED BEFORE ME

THIS _____ DAY OF ________________,
IN THE YEAR OF ____________.

FOR SEPTA

________________________________________
Richard G. Burnfield
Deputy General Manager/Treasurer

FORM: SP035 – Revised 05/03/18