



Application and Agreement • METRO Treasury Service
 P.O. Box 61429 • Houston, TX 77208-1429
 713-739-6085

Complete and sign both pages of application and agreement/user information and mail to the address above.

Personal Information (please type or print)

Last Name _____
 First Name _____ Middle Initial _____
 Home Address _____
 City _____ State _____ Zip Code _____
 Mailing Address _____
 City _____ State _____ Zip Code _____
 Work Phone (_____) _____ Ext. _____ Home Phone (_____) _____

Vehicle Information (for each QuickRide Trip Tag requested)

Vehicle No. 1 _____ Existing Harris County EZ Tag No. _____
 License Plate (State) _____ (Number) _____
 Vehicle Description (Year) _____ (Color) _____ Make & Model _____
 Vehicle No. 2 _____ Existing Harris County EZ Tag No. _____
 License Plate (State) _____ (Number) _____
 Vehicle Description (Year) _____ (Color) _____ Make & Model _____

For Office Use Only

Number of QuickRide Auto ID's Requested _____ Account Numbers Assigned _____
 Processed By _____ Initial Deposit Amount _____
 Credit Card Authorization Number _____
 QuickRide Trip Tag No. 1 _____ QuickRide Transponder No. 2 _____

Credit Card (check one)

Discover Card MasterCard VISA
 Account No. _____ Expiration Date _____

METRO has authorization to charge my Credit Card account, as necessary, to fulfill the payment for charges and fees authorized by this agreement and to maintain the minimum balance as required.

Signature _____ Date _____



Trip Tag Agreement

THIS AGREEMENT is made and entered into by and between the Metropolitan Transit Authority of Harris County, a body Corporate and politic under the laws of the State of Texas (hereinafter referred to as "METRO"), and by _____ (hereinafter referred to as "User")
User's Name

1. **AGREEMENT** Subject to the terms of this Agreement, METRO agrees to provide the QuickRide Transponder(s) (herinafter referred to as ("Trip Tag"), to User which may be used when accompanied by one passenger to obtain passage on METRO's QuickRide

Corridor High Occupancy Vehicle lane(s) (hereinafter referred to as HOV lane), or for use in such other ways as User and METRO may agree.

- 2. **USE OF THE TRIP TAG** User agrees:
 - A. To use the QuickRide Trip Tag to obtain passage on the HOV lane. In the event that User has a transponder (EZ TAG) from the Harris County Toll Road Authority or the Texas Department of Transportation, the User must register with METRO and indicate that he/she already has a transponder.
 - B. To mount, display, and to use the QuickRide Trip Tag and other vehicle identification tags in accordance with the instructions User receives from METRO.
 - C. To comply with all applicable traffic laws as well as the rules of METRO. User further agrees to surrender the QuickRide Trip Tag(s) immediately upon request for the violation of any of the terms of this Agreement.
 - D. To indemnify and hold METRO harmless for any misuse of the QuickRide Trip Tag(s) once it/they are in the possession of User and to be fully responsible for any and all charges arising from the use of said QuickRide Trip Tag(s) until such time as User surrenders the QuickRide Trip Tag(s) and returns it/them to METRO.
- 3. **PREPAID ACCOUNT** User agrees to maintain a Prepaid Account with METRO to cover User's applicable charges and fees, as more particularly described in Paragraph 5, below.

4. MAINTAINING A PREPAID ACCOUNT User will maintain a Prepaid Account by authorizing METRO to automatically charge User's Credit Card. PREPAID DEPOSIT FOR CREDIT CARD ACCOUNTS is a required prepayment amount of \$40 which shall be charged against User's Credit Card. When this prepayment depletes to a balance of \$10 or less, a charge shall be automatically placed against User's Credit Card to reestablish the prepayment amount. (Note: Individual usage may require a higher prepayment amount, as herein provided, to reduce the number of monthly replenishing charges to User's Credit Card.)

5. CHARGES AND FEES A \$2 fee will be charged each time a QuickRide Trip Tag is used to obtain passage as part of a 2-person carpool on the US 290 HOV lane during the hours of 6:45–8:00 a.m. inbound. User will pay a charge equal to the applicable amount charged by METRO which will be deducted from the prepaid account. Further, with regard to a Credit Card Account, the following charges and/or fees will be assessed against User's Prepaid Account:

A. QuickRide Trip Tag Deposit—A deposit of \$15 per QuickRide Trip Tag is required for each issued on a single account. The deposit will be waived if User already has a transponder (EZ TAG) from the Harris County Toll Road Authority or the Texas Department of Transportation.

B. QuickRide Monthly Service Fee—A monthly service and statement fee of \$2.50 for each QuickRide Trip Tag will automatically be charged against User's account. The fee is charged regardless of use per month. User will be provided with an end-of-the-month statement.

6. LOST, STOLEN, DAMAGED AND/OR DEFACED QUICKRIDE TRIP TAG(S)

If the QuickRide Trip Tag is lost or stolen, User must immediately notify METRO Treasury Services at 713-739-6085. Until such time as User notifies METRO that the QuickRide Trip Tag has been lost or stolen, User will continue to be responsible for any charges accruing as a result of the usage of said QuickRide Trip Tag and METRO will continue to deduct any fees resulting from the use of said QuickRide Trip Tag from the User's Prepaid Account. Once User has notified METRO that the QuickRide Trip Tag has been lost or stolen, METRO will invalidate said QuickRide Trip Tag. METRO will then issue User a new QuickRide Trip Tag and deduct a \$25 replacement charge from User's Prepaid Account balance. A \$25 fee will be charged for damaged/defaced QuickRide Trip Tag(s).

7. TERMINATION OF AGREEMENT/OWNERSHIP OF QuickRide Trip Tag

METRO or User may terminate this Agreement at any time, upon giving the other party written notice of the intent to terminate. Additionally, before User's termination is effective, User must return the QuickRide Trip Tag(s) to METRO. If the Agreement is terminated by either party and User does not return the QuickRide Trip Tag(s) to the METRO in good condition, METRO shall deduct \$25 from User's Prepaid Account. Any unused portion of User's Prepaid Account balance will be returned to User within 45 working days from the date User returns the QuickRide Trip Tag(s) to METRO. The QuickRide Trip Tag(s) shall remain the property of METRO, under any and all circumstances, and shall be returned to METRO by User if so requested.

8. DEFECTIVE QuickRide Trip Tag

If a QuickRide Trip Tag is defective for any reason, other than abuse or improper use, and said QuickRide Trip Tag is returned to METRO, METRO will replace it at no charge to User. USER ACKNOWLEDGES THAT METRO HAS NOT MADE AND METRO EXPRESSLY DISCLAIMS ANY REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, RELATING TO THE QUICKRIDE TRIP TAG(S) INCLUDING, WITHOUT LIMITATION, ANY IMPLIED OR EXPRESSED WARRANTY OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR CONFORMITY TO MODELS OR SAMPLES.

9. MULTIPLE QuickRide Trip Tag(s)

If User registers more than one QuickRide Trip Tag on a single Prepaid Account, the size of the minimum prepayment balance, the replenishment balance, and charges for monthly statements for Credit Card-based accounts shall be as follows:

No. QuickRide Trip Tags Issued	Prepaid Deposit Amount	Replenishment Balance	Monthly Service Fee
1	\$40.00	\$10.00	\$2.50
2	\$80.00	\$20.00	\$5.00

Credit card-based accounts shall be charged periodically to replenish the minimum prepayment balance in the Prepaid Accounts when the balance in the Prepaid Account is reduced to the levels as set forth in Paragraph 4 (A). METRO reserves the right to limit the number of Trip Tags registered on a single prepaid account as well as the right to limit the number of prepaid accounts per User, individual or business.

10. MISCELLANEOUS

A. QuickRide utilization may be monitored for further analysis in conjunction with regional studies of traffic patterns, speeds and congestion reduction.

B. User agrees that, except as otherwise provided in this Agreement, METRO shall have no obligation or liability to User with respect to User's use of, or the performance of, the QuickRide Trip Tag. User agrees to indemnify and hold METRO and the Texas Department of Transportation harmless from and against any and all damage, loss, cost, expense, or liability relating to, arising from, or as a result of the use of, or the performance of, the QuickRide Trip Tag.

C. It is expressly understood and agreed that User, by executing this Agreement, authorizes METRO to access User's Credit Card and make charges against same and User expressly understands and agrees that METRO and the Texas Department of Transportation shall not be liable to User for any damages resulting from these actions or User's use of the QuickRide Trip Tag. Additionally, METRO shall not be liable for (a) any incidental, indirect, special or consequential damages, including but not limited to, loss of use, revenues, profits or savings, even if METRO and the Texas Department of Transportation knew or should have known of the possibility of such damages, or, (b) claims, demands, or actions against User by any person, corporation, or other legal entity resulting from the use of the QuickRide Trip Tag(s), or charging of User's Credit Card.

D. METRO may change the terms of this Agreement at any time by providing written notice to User. If the QuickRide Trip Tag is used after User receives notice of the new terms of this Agreement, then User shall be bound by the new terms. For purposes of this Agreement, User shall be deemed to have received notice 10 days after the notice is deposited with the United States Postal Service, or in any receptacle thereof, postage prepaid, addressed to User at the last address that appears on METRO's records.

E. User agrees to pay all costs, including attorney's fees, incurred by METRO in enforcing this Agreement.

F. If, for any reason, User's Prepaid Account is insufficient to pay any amounts payable by User to METRO, User will remain liable to METRO for such amounts and User's Account(s) will be terminated immediately. Any costs associated with the termination of User's Account(s) shall be the responsibility of the User.

G. This Agreement shall be binding upon and inure to the benefit of User and User's successors and METRO and its successors and assigns. User shall not be permitted to assign the obligations or benefits of this Agreement.

H. User shall inform METRO, in writing, of any changes in the information set forth in the QuickRide Trip Tag Application provided herein and, specifically, shall immediately notify METRO of any change in credit card information, vehicle license plates and/or change in address.

I. For the purpose of giving any and all notice(s) to METRO required under the provisions of this Agreement, User shall use the following address: METRO Treasury Services, 1201 Louisiana, P.O. Box 61429, Houston, Texas 77208-1429.

J. This Agreement shall be governed by and construed in accordance with the laws of the State of Texas and venue for any action hereunder shall be Harris County, Texas.

K. The captions used in this Agreement have been inserted for convenience and for reference only and shall not be deemed to limit or define the text of this Agreement.

L. The provisions of this Agreement are severable, and if any provision or part of this Agreement or the application thereof to any person or circumstance shall ever be held by any court of competent jurisdiction to be invalid or unconstitutional for any reason, the remainder of this Agreement and the application of such provision or part of this Agreement to other persons or circumstances shall not be affected thereby.

I, _____, hereby make application to use the QuickRide Trip Tag which will allow me to obtain passage on METRO's QuickRide Corridor HOV lane(s) at designated times via designated QuickRide Trip Tag lanes if accompanied by one passenger. I acknowledge that I have read, understand, and will be bound by the terms of this Agreement. I have indicated in my Application the Credit Card payment option and further, have provided METRO with my Credit Card number to effectuate the establishment of my Prepaid Account. I hereby authorize METRO to periodically charge my Credit Card for the amount(s) necessary to satisfy my obligations under this Agreement and the Application provided herein, including a monthly service fee.

User's Signature _____

Date _____

*** SIGNATURE NECESSARY TO AVOID PROCESSING DELAYS.**