



Group Fares Program Application

Please fill out the following information. Regional Public Transportation Authority and Valley Metro Rail, Inc. are jointly and severally referred to as "Valley Metro". If accepted by Valley Metro, this document serves as an Agreement between Valley Metro and the Organization requesting fare media (herein referred to as the "Organization"). The information provided will be kept confidential to the extent permitted by the Arizona Public Records Law. Please keep a copy of this Application and the Terms and Conditions for your records.

Organization Name: _____

Contact Person: _____

Name to Appear on Account (If different from above): _____

Full Address: _____

Phone: _____ Email: _____

Bill to Address (if different from above): _____

Ship to Address (if different from above): _____

Payment: Invoice Credit Card

Authorized Agent/Owner Information

Name(s) of Principal(s) and Title(s): _____

(Principal is defined as the responsible party/ head of the organization (CEO, Executive Director, etc.)

Full Address (if different from above): _____

Phone: _____ Email: _____

Media Type(s) Requested (select all that apply):

- Copper cards (\$2.00 each)
- Limited-Use Copper Media (No cost, subject to change with written notice from Valley Metro)

Pass Product(s) Requested (select all that apply):

- Full Fare Local 1-Day
- Full Fare Local 7-Day
- Full Fare Local 31-Day
- Express/RAPID 1- Day
- Express/RAPID 31-Day
- Reduced Fare Local 1-Day*
- Reduced Fare Local 7-Day*
- Reduced Fare Local 31-Day*

*Passes may only be provided to Youth ages 6-18; seniors age 65 and older; persons with disabilities; and Medicare cardholders. Users should be ready to provide proof of eligibility when boarding.

For organizations requesting Limited-Use cards (see program fact sheet), provide a letter on your organization's letterhead that includes the following:

- a. Description of services provided to those receiving passes
- b. Description of travel needs of pass recipients
- c. Description of pass distribution methods/processes
- d. Description of how Reduced-Fare eligibility of pass recipients will be verified (if applicable).

TERMS & CONDITIONS

Participant Information

The Group Fares Program, hereinafter referred to as “Program”, is for companies, agencies, or organizations that wish to distribute fare media to their employees, students, clients, or participants. The Program is not available to the general public.

Termination

If the Organization fails to perform its obligations under these terms and conditions, Valley Metro shall have the right to terminate this Agreement, deactivate cards, and cancel orders without prior written notice. The Organization may terminate this agreement by giving Valley Metro written notice at least 30 calendar days prior to the effective termination date. Termination by the Organization does not relieve the Organization of any monies owed to Valley Metro for fulfilled orders.

Program Rules

Organizations are to self-administer their fare media through the access-controlled Valley Metro fares portal. Organizations are responsible for all purchases made through their account(s). Fare media may not be sold for more than the amount the Organization paid Valley Metro. Fare media, once issued, may not be used by more than one person. Fare media cannot be turned in to the Organization for reissuance whether on a Copper card or in limited-use format. Passes may not be sold to the general public. Organizations do not earn commission on passes purchased through this program. This program is subject to audit by Valley Metro or its designee at any time. Organizations may be asked to re-certify their ongoing need for limited-use and/or reduced-fare passes. The Organization agrees to remit payment according to our terms of net 30 days. A \$5 shipping charge will be added for each separate order that requires shipment of fare media. A \$35 insufficient funds fee will be charged for all returned checks. Past due accounts are subject to dunning and cancellation for non-payment. Passes can be loaded to Copper cards assigned to specific individuals or can be provided as limited-use (i.e., non-reloadable) cards. Reduced fare passes may only be purchased for those individuals who have been certified by Valley Metro as eligible for reduced fare as determined by their rightful possession of a reduced fare Copper card, or through special exemption granted through this program (see Groups Program Fact Sheet for requirements).

Modification

Valley Metro reserves the right to change these terms and conditions at any time. Notice of any modifications will be posted to the Valley Metro website and will be communicated by email to the Organization. It is the responsibility of the Organization to check Valley Metro’s website for changes to the Program.

Personally Identifiable Information (“PII”)

Valley Metro will use PII collected to process the following services, card replacements, card printing, card audits, renewals, and aggregated anonymous reports of travel pattern data. Valley Metro does not sell or rent PII to any third party. Valley Metro will not disclose PII to any third party not affiliated with use, except for disclosures to contracted service providers who assist Valley Metro in the administration of the Program, and disclosures that are required by law. Valley Metro contracted service providers will not share PII and will limit their use of gathered information to advance their ability to deliver requested services to Valley Metro.

Entirety

These terms and conditions constitute the entire agreement between Valley Metro and Organization relating to the subject matter hereof and supersedes any previous contracts, agreements, or understandings, whether oral or written. Neither party will be bound by any oral agreement or other understandings contrary to or in addition to the terms and conditions herein.

Governing Law & Forum

The laws of the State of Arizona will govern these terms and conditions, as well as any claims that might arise between Organization and Valley Metro, without regard to conflict of law provisions. Organization will resolve any claim, cause of action, or dispute (collectively “Claims”) that Organization has with Valley Metro, arising out of this agreement, in a state or federal court located in Maricopa County, Arizona. Organization agrees to submit to the personal jurisdiction of the courts located in Maricopa County, Arizona, for the purpose of litigating all such claims.

Nonwaiver

The failure of Valley Metro to insist upon the strict performance of any of the terms, covenants, or conditions will not be deemed a waiver of any right or remedy that Valley Metro may have and will not be deemed a waiver of Valley Metro’s right to require strict performance of all the terms, covenants, and conditions hereunder.

Severability

If any of the provisions of these terms and conditions are held to be unenforceable or invalid by any court of competent Jurisdiction, the validity and enforceability of the remaining provisions or portions or applications thereof will not be affected thereby.

Authorized Agents

Authorized Agents will be those identified on the signature page of this application. Authorized Agents, or assigned designees, have authority to authorize changes to the scope, terms, and conditions of this agreement, as set forth herein.

No Warranty

All media and products under the Program are provided “as-is” and Valley Metro makes no warranties, express or implied, and hereby disclaims all implied warranties, including any warranty of merchantability and warranty of fitness for a particular purpose.

Indemnity

By participating in the Program, Organization agrees to defend and indemnify Valley Metro, its Board of Directors, and Member Cities against any third-party claim, suit, or proceeding arising out of or relating to the Program.

Agreement with Terms and Conditions

I certify that all information provided is true and correct. I have read, fully understand, and agree to all terms and conditions applicable to the **Group Fares Program**. Failure to comply with these guidelines will result in immediate disqualification from this program and the return of all fare media in inventory. I understand that upon approval, this application will serve as an agreement between the Organization, Authorized Agent, and Valley Metro.

Authorized Agent: _____ Title: _____
(Please Print Name)

Signature: _____ Date: _____

Please submit a completed application and direct any questions by email to: groupfares@valleymetro.org

OFFICE USE ONLY

Application Forms Received: _____ Application _____ Organization Letter _____ IRS / 501 (c)3 _____ Corp. Commission
Approved / Denied: _____ Portal Account Created: _____ A/R Account Created: _____
Notification Completed: _____ Representative: _____ Date: _____