



SEPTA ONE DAY CONVENIENCE PASS SALES AGREEMENT

Name of Business:

Trading/doing business as
[If other than above]:

Business address:

The organization named above hereby agrees with SEPTA, in consideration of the mutual covenants and conditions contained (hereinafter, “store” or “stores”) will hereafter participate in SEPTA’s One Day Convenience Pass Sales Program (hereinafter “Program”) as a distributor for SEPTA passes (also referred to as “Boarding Instruments”), subject to the following terms:

1. SEPTA will provide the Boarding Instruments to Retailer for sale to the public, exclusively at the address(es) listed above, and exclusively at prices set by SEPTA in SEPTA’s tariffs (which may change at any time). SEPTA retains ownership of all Boarding Instruments provided to the retailer under this Agreement until the time of sale of same to the public.

2. SEPTA will provide the retailer with a copy or a summary of any SEPTA tariff(s) relevant to the sale of SEPTA Boarding Instruments, and appropriate signage advertising Retailer’s participation in the Program, as well as a copy of the current SEPTA Boarding Instrument Procedural Guide (and any subsequent changes thereto, hereinafter referred to as “Guide”).

3. Retailer will keep a SEPTA appropriate signs in plain view at all times.

4. Retailer at all times will provide a no-step barrier-free access-way from the sidewalk to the point inside its store(s) where it sells the Boarding Instruments.

5. SEPTA will provide Retailer training and assistance on usage of the products and all required forms.

6. SEPTA pays a commission as outlined in the procedural guide.

7. Retailer will conform to the rules and procedures in SEPTA's Guide, and as it may be amended exclusively by SEPTA.

8. SEPTA will be exclusively responsible for any loss or damage to Boarding Instruments while SEPTA transports same to and from Retailer's store(s). **Retailer** will be **exclusively responsible** financially for all Boarding Instruments and all proceeds from the sale of Boarding Instruments while such Instruments and proceeds are in Retailer's store(s). All Boarding Instruments shall have the value assigned to them by SEPTA. Retailer's control and security procedures for unsold Boarding Instruments are subject to SEPTA's written approval before initial delivery of same by SEPTA. Retailer is exclusively responsible for complying with such procedures at all times.

9. Retailer, on behalf of itself and all its members, employees, agents, partners, contractors and their heirs, executors and administrators ("Retailer and such persons"), releases SEPTA of any liability for any personal injury (including DEATH) and any property loss resulting to the Retailer and/or such persons from SEPTA's approval of such control and security procedures, from the presence of SEPTA personnel (or SEPTA representatives) and Boarding Instruments on Retailer's property, and/or from any negligent act or omission of SEPTA relating to such SEPTA personnel or representatives, Boarding Instruments and/or approval of Retailer's procedures.

10. SEPTA will deliver Boarding Instruments within seven (7) days of receiving the payment and order form. Retailer shall comply with all procedures relating to Boarding Instruments, and the proceeds there from, as set forth in SEPTA's Guide, and as that Guide may be revised (exclusively by SEPTA) from time to time.

11. Retailer may not transfer or assign this Agreement to any person or entity, including a successor to the business of Retailer. In the event Retailer sells his/her business at any one or more stores involved in this Agreement, Retailer agrees to notify SEPTA (according to SEPTA's Guide) at least thirty (30) days in advance, of such sale of any store(s).

12. Retailer shall maintain accounting records and make them available at its office at all reasonable times during the Agreement period and for three (3) years from the date of SEPTA's final receipt of Boarding Instrument sales proceeds with respect to this Agreement. Retailer shall permit the authorized representative of SEPTA to inspect and audit all data and records of Retailer relating to its performance under the Agreement. After Retailer leaves the SEPTA Program, SEPTA shall continue to

have the right to recover any sale proceeds owed and the value of any Boarding Instruments unaccounted for as a result of a SEPTA audit.

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

14. 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.

FOR RETAILER:		
_____	_____	_____
Authorized Signature	Date	Print Name
Owner, Partner, or Corporate Officer		
(Sign in presence of Notary Public)		

		Print Position
SWORN TO AND SUBSCRIBED BEFORE ME		
THIS _____ DAY OF _____, IN THE YEAR OF _____.		
_____		Notary Seal
Date:		
FOR SEPTA:		
Accepted by:		
_____	_____	
Richard G. Burnfield	Date	
CFO/Treasurer		