DATE: September 6, 2017

TO: GCTD Board of Directors

FROM: Vanessa Rauschenberger, Director of Planning and Marketing

SUBJECT: Consider Authorizing the General Manager to sign a Digital Sales Outlet Agreement with Token Transit for a Mobile Ticket “Pilot”

SUMMARY
As part of the Gold Coast Transit District (GCTD) commitment to improving access to transit services, GCTD seeks the Board’s approval for the General Manager to sign a Digital Sales Outlet Agreement with Token Transit to sell passes digitally using smart phone technology.

BACKGROUND
Over the past several years, GCTD has worked to improve the process of fare collection, the customer / bus operator interface experience, and improve travel speeds and trip times. These efforts include implementation of the GFI magnetic stripe fare media and transfers in 2013, partnering with VCTC, Metrolink and Amtrak to accept valid passes as free transfers, and most recently accepting credit cards at the Customer Service Center. While these efforts have improved reporting, and provided additional payment options for customers, a larger issue remains.

As of FY 2016-17, 43.6% percent of GCTD customers still pay fares by depositing cash into the farebox, as opposed to using prepaid forms of payment. A cash transaction at the farebox typically takes about 23 seconds to process, whereas using a prepaid magnetic pass takes just 3-4 seconds. In addition, several of our “brick and mortar” sales outlets have discontinued selling fare media, creating a greater need to provide more accessible sales options. To address these issues, and respond to feedback from our passengers, staff have been working to identify solutions to make more convenient prepaid fare media options available to GCTD customers.

Many transit properties of varying sizes, including large regional agencies such as Chicago (CTA), Portland (Tri-Met), and Metrolink have piloted and/or launched custom integrated mobile ticketing apps with success. However, launching a full-scale custom mobile ticketing solution for GCTD could cost upwards of $500,000 or more and take many months to procure and integrate with the existing GFI fare collection system. Additionally, staff have looked at various options for implementing Vending Machines, which would cost upwards of $330,000 for just three locations.

As an alternative to these high cost solutions, GCTD staff is seeking to pilot a “digital sales outlet” app with Token Transit. Staff is recommending that this mobile fare payment application be piloted in order to complement the other fare media options currently available, not replace any existing forms of fare media.
Token Transit provides a mobile application (app) used to pay for public transportation. Using the free Token Transit app, customers can purchase transit passes on their smart-phones and board the bus by showing the driver an activated pass on their phone. Token Transit is a rapidly deployable alternative to smartcards that helps boost ridership, decrease costs, and improve service. Founded in San Francisco with the mission to increase access to public transportation across the United States, the company is helping transit agencies of all sizes provide an easy and more convenient customer experience.

Token Transit has recently successfully launched a similar pilot at Regional Transportation Commission (RTC) in Reno, Nevada, Big Blue Bus (BBB) in Santa Monica, Omnitrans (San Bernardino), Santa Clarita Transit, and Kern County Transit. Staff has reached out to several of the above agencies and received positive feedback on Token Transit from customers and staff.

The digital sales outlet agreement would give GCTD customers the ability to purchase fare products using smart phones. The digital sales outlet agreement would require no integration with any existing GCTD software or hardware.

Token Transit will provide a mobile ticketing app to GCTD customers on a pay-as-you-go basis with very low-risk to GCTD should the app not prove successful. This digital sales outlet agreement is separate from any of our hardware systems and requires very little training and has an agile, simple implementation process. The Token Transit app is the least expensive option currently available and requires no long-term commitment should the App not meet our expectations.

As described above, the mobile ticketing marketplace is ever-expanding and diverse in terms of cost, scope, and implementation time. GCTD staff have been actively following the fare collection marketplace, attending webinars, trade expositions and discussing with other transit agency staff. Before embarking on a large-scale region wide mobile ticket integration project requiring considerable resources in terms of time, money, and staff, GCTD would like to test this concept with its customers via this pilot app launch.

**IMPLEMENTATION & PUBLIC OUTREACH**

If approved, staff would initiate a public outreach campaign to raise awareness about the new payment option, which would include exterior and interior car cards on-board buses, palm cards, and Twitter and Facebook posts. Both print and electronic media will be published in October just ahead of the anticipated November 1st launch.

The customer interface for the App is simple. Customers download the app from Google Play or the App Store, set up their accounts, and then purchase passes. All GCTD passes are available, as well as single ride tickets. When ready to ride, customers activate the prepaid tickets shortly before boarding, which appear as colorful, animated tickets on their phones. The Bus Operator visually validates the activated ticket, allowing the customer to board.

**EXPECTED OUTCOMES**

GCTD is using this as a low-risk option to bring the concept of mobile ticketing to our customers. Both qualitative and quantitative performance metrics have been established to measure the success of the pilot. A successful pilot would meet the following objectives:
• Increasing sales of “digital” prepaid fare products;
• Reducing the percentage of onboard cash fares.
• Improving the Operator-Customer interface through a seamless (cash-free) fare payment
• Speeding up the travel time on routes and reducing dwell times
• Improving the customers’ overall mobility experience
• Increasing ridership through retention of existing customers and attraction of new customers who might otherwise use their smartphones to procure other mobility options (such as Uber)

Within 9 months of launching this “digital sales outlet” a follow up information item will be published with observations, conclusions and further recommendations.

RECOMMENDATION

GCTD seeks the Board’s approval for the General Manager to sign a Digital Sales Outlet Agreement with Token Transit to sell passes digitally using smart phone technology.

Vanessa Rauschenberger
Steve Brown
General Manager On behalf of SB

Attached
• Digital Sales Outlet Agreement
MOBILE DIGITAL PASS SALES OUTLET AGREEMENT

BETWEEN

GOLD COAST TRANSIT DISTRICT

AND

TOKEN TRANSIT

THIS AGREEMENT is made and entered into this ___ day of, __________, 2017, by and between Gold Coast Transit District (hereinafter referred to as “AGENCY” or “GCTD”) and Token Transit, Inc. a Delaware corporation (hereinafter referred to as “VENDOR”).

WHEREAS, AGENCY wishes to provide convenient, safe and reliable points of purchase opportunities for customers to obtain prepaid digital fares (“Digital Fares”) and whereas VENDOR wishes to sell Digital Fares to the public through an existing free, downloadable mobile digital pass sales application available for Android and Apple smartphone devices;

WHEREAS, VENDOR plans, at a later date, to make available a web portal as an additional resource to AGENCY. Any click-through terms of use that AGENCY may be required to accept in order to access the web portal (“Click-Through Terms of Use”) will govern use of the web portal only, and shall not apply to the specific products or services provided by VENDOR under this Agreement.

WHEREAS, this Agreement is nonexclusive, and the parties have the right to enter into similar agreements with other entities for the sale of Digital Fares via mobile application, in each party’s sole and absolute discretion.

NOW, THEREFORE, as herein set forth, the parties agree as follows:

ARTICLE 1. STATEMENT OF WORK

A. AGENCY appoints VENDOR as an authorized VENDOR of, and VENDOR agrees to sell, all AGENCY Digital Fares via a mobile application with the ability to easily distinguish between full fare and discounted fares at the rates and to eligible persons in accordance with the attached AGENCY Fare Policy and Fare Structure (Attachment A).
B. Via the mobile application, VENDOR shall make available all information, time schedules, and/or posters supplied by AGENCY and shall to the best of its ability furnish to the public complete and accurate information in accordance with those materials. Where applicable, VENDOR shall provide links to information located on AGENCY’s website.

C. VENDOR shall pay AGENCY, or ensure AGENCY is paid, in accordance with the attached Fee Schedule (Attachment B) no later than 2 days from the transaction date on the mobile app. If AGENCY believes that VENDOR has calculated this fee incorrectly, AGENCY must contact VENDOR no later than 60 days after the closing date on the first billing statement in which the error or problem appeared, in order to receive an adjustment or credit. VENDOR will adopt industry practices concerning privacy requirements related to online or mobile transactions and the safeguarding of customer payment information. VENDOR will ensure all payment information is collected in a Payment Card Industry (PCI) compliant manner and that all PCI Data Security Standards (PCI DSS) are in place.

VENDOR shall provide AGENCY with VENDOR marketing and promotional materials in accordance with that certain VENDOR program documentation previously provided to AGENCY.

ARTICLE 2. GENERAL TERMS AND CONDITIONS

VENDOR agrees to provide AGENCY’s customers the ability to purchase AGENCY Digital Fares as provided in this Agreement (the “Services”). As part of the Services, the VENDOR will provide prompt customer service addressing any questions, concerns or complaints regarding the implementation, application and use of the mobile digital application. VENDOR shall not disclose, disseminate, or reveal Agency Data (as defined below), including customer information, to any third party without the prior written permission from an authorized representative of the AGENCY or the appropriate informed consent of consumers purchasing Digital Fares. Notwithstanding anything contained herein to the contrary, AGENCY acknowledges and agrees that VENDOR may use Agency Data to improve its products and services, provided that Agency Data is used in a manner that is not identifiable as data from AGENCY or any customer, such as in the aggregate and anonymous without any personal identifiable information. VENDOR has the sole obligation and responsibility to track the status of its account and to perform its
obligations in accordance with any and all applicable local, state and federal laws and regulations, in addition to accepted industry practices concerning privacy requirements related to online or mobile transactions and the safeguarding of customer payment information.

The availability to purchase Digital Fares is intended to provide value to AGENCY customers. Troubleshooting for technical problems related to the Services or mobile application of VENDOR shall be promptly handled by VENDOR, at VENDOR’s sole cost and expense.

ARTICLE 3. INDEPENDENT CONTRACTOR; NONEXCLUSIVE AGREEMENT

A. The parties hereto, in the performance of this Agreement, will be acting in their individual capacities and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party shall have any right, power or authority to create any obligation, express or implied, on behalf of the other except as defined in this Agreement or as mutually agreed to under the terms of this Agreement.

B. Each party acknowledges and agrees that this Agreement is nonexclusive, and the other party has the right to enter into similar agreements with other entities for the sale of Digital Fares via mobile application, in the other party’s sole and absolute discretion.

ARTICLE 4. FINANCIAL STABILITY

Subject to the terms and conditions in Article 6, AGENCY reserves the right to reasonably request documentation demonstrating the financial stability of VENDOR, which may include but is not limited to the following items: current credit rating (Dunn & Bradstreet), audited financial statements and client references.

ARTICLE 5. INTELLECTUAL PROPERTY

With the exclusion of Agency Data, as defined below, AGENCY hereby assigns to the VENDOR any invention, work of authorship, idea, information, feedback or know-how (whether or not patentable) that is conceived, learned or reduced to practice by VENDOR in the course of performance under this Agreement (the “Inventions”) and any patent rights, copyrights (including moral rights; provided that any
non-assignable moral rights are waived to the extent permitted by law), trade secret rights and all other intellectual property rights of any kind with respect thereto ("Intellectual Property Rights"). At VENDOR’s sole expense, AGENCY agrees to take any action reasonably requested by the VENDOR to evidence, perfect, obtain, maintain, enforce or defend the foregoing. The VENDOR hereby grants the AGENCY a non-exclusive, nonsublicenseable license to use such Inventions and Intellectual Property Rights for purposes related to this Agreement or to the provision of the Services. The AGENCY may use the VENDOR’s product(s) to upload, transmit and store certain data ("Agency Data").

As used herein, Agency Data shall mean (i) any AGENCY customer information obtained by VENDOR in performance of the Services and any other information related to AGENCY operations obtained by VENDOR in performance of the Services; (ii) any copyrights, trademarks, or intellectual property of AGENCY; and (iii) any AGENCY ideas, memoranda, specifications, plans, procedures, written information, descriptions or other such materials related to AGENCY’s mobile digital pass program, or the requirements thereof, including, but not limited to, the Gold Coast Transit District Fare Policy and Fare Structure attached hereto as Attachment A. For clarity, Agency Data does not include any feedback from AGENCY or a third party directed specifically to VENDOR’s Services or mobile application.

ARTICLE 6. REPRESENTATIONS AND WARRANTIES

AGENCY represents and warrants the following:

• It has all rights necessary to use the VENDOR’s product(s) in connection with the Agency Data and to provide the VENDOR with the Agency Data.

• It has received all necessary approvals for the execution of this AGREEMENT.

VENDOR represents and warrants the following:

• It is informed of, able to, and currently complying with all applicable laws and regulations concerning the Services.

• It follows industry best practices concerning the collection of any and all customer information, including issues related to privacy and safe and secure online and mobile
transactions, and any policies concerning the use of the mobile app platform to purchase Digital Fares are communicated to customers.

ARTICLE 7. INSPECTION OF RECORDS

VENDOR shall keep and maintain detailed and accurate books and records with regard to the generation and collection of Fees (as defined in Attachment C) and the provision of the Services, in each case together with supporting documents, for a period of no less than five (5) years after creation of each such book or record. VENDOR must maintain such books and records in sufficient detail to permit AGENCY’s evaluation of the Fees and Services and in accordance with generally accepted accounting principles. At the AGENCY’s reasonable advance request, VENDOR must provide in an electronic format and, if necessary, access to any propriety software to view such electronic records, in each case solely for the purpose of evaluating the Services or determining and verifying the appropriate Fees received hereunder. Subject to the foregoing, AGENCY has the right to examine or audit VENDOR’s records during normal business hours and with reasonable advance notice, at AGENCY’s expense, and VENDOR agrees to cooperate with any such examination or audit. If any such audit or examination finds an underpayment of more than, in the aggregate, 7%, then VENDOR shall reimburse AGENCY for reasonable out of pocket costs of such audit or examination.

ARTICLE 8. ASSIGNMENT AND MODIFICATION

This Agreement shall not be voluntarily or involuntarily assigned or transferred by VENDOR. VENDOR must notify AGENCY of any event that may have an effect on this AGREEMENT, which includes but is not limited to sale, closure or inoperability of VENDOR’S mobile digital pass sales application or VENDORS’s insolvency. No modification of this Agreement shall be effective unless made in writing and signed by both parties. Notwithstanding the foregoing, VENDOR may assign its rights and obligations under this Agreement to a successor to substantially all of its assets or business; however, VENDOR must provide notice of such assignment within ten (10) calendar days of such assignment being completed. Upon notice, or learning of such assignment should notice not have been
provided, AGENCY shall have the right to immediately cancel this Agreement with written notice notwithstanding any requirements of Article 9.

**ARTICLE 9. TERM AND CANCELATION**

A. This Agreement shall be effective upon execution by both parties and shall continue in full force and effect until canceled by either party with or without cause upon thirty (30) days written notice to the other party. The term “cancelation” and “termination” are interchangeable in this Agreement.

1. Upon cancelation of this Agreement, in whole upon notice by either party or in part, VENDOR will promptly: Terminate the right of the AGENCY’s customers to purchase any new AGENCY Digital Fares, and VENDOR shall keep active the right of customers to activate existing pre-purchased but unused mobile digital fares for a period of one hundred twenty (120) days from the termination date of this Agreement. Additionally, prior to termination, VENDOR agrees to message Recipient’s customers holding existing unused fares and inform them of the 120 day time period for using existing pre-purchased but unused fares through the mobile digital fares application. The language of the message shall be preapproved by AGENCY and posted on the mobile app for the 120 day time period.

2. VENDOR shall promptly transmit or cause to be transmitted all fares payable to the AGENCY (if any). Either party may terminate this Agreement immediately for the other party’s breach if the other party fails to cure such breach within five (5) calendar days of receipt of written notice from the non-breaching party. If AGENCY terminates for breach, then VENDOR shall remit payment in full to AGENCY within five (5) calendar days of receipt of the notice of termination.

**ARTICLE 10. NOTIFICATION**

All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof by first class mail, return receipt requested, postage prepaid, and addressed as follows, followed by facsimile transmission (if facsimile information is available). Notice shall be deemed communicated two (2) business days from the time of mailing if mailed as provided in this paragraph.
To VENDOR:
Token Transit, Inc.
3425 19th St. #17
San Francisco, CA 94110
ATTENTION: Morgan Conbere
415-918-6536

To AGENCY:
Gold Coast Transit District
301 East 3rd Street
Oxnard, CA 93030
ATTENTION: [Steve Brown]
805-483-3959

ARTICLE 11. INDEMNIFICATION; LIMITATION ON LIABILITY

The VENDOR agrees to indemnify, defend (with counsel reasonably approved by AGENCY) and hold harmless the AGENCY and its member agencies, authorized officers, employees, agents and volunteers from any and all claims, causes of action, losses, damages, and/or lawsuits for damages or liability ("Claims") by an unaffiliated third party, including any such claims associated with the unlawful use of patents, trademarks or other intellectual property associated with the Services and/or use or storage of customer financial information and data, arising out of this AGREEMENT from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by the AGENCY on account of any claim except where such indemnification is prohibited by law. This indemnification provision shall apply regardless of the existence or degree of fault of indemnitees. The VENDOR’s indemnification obligation applies to the AGENCY’s “active” as well as “passive” negligence but does not apply to the AGENCY’s “gross negligence” or “willful misconduct.” The VENDOR’s indemnification obligations herein shall not apply unless: (i) the AGENCY promptly notifies the VENDOR of such Claims, and (ii) the VENDOR is given reasonable assistance during and control over the defense and settlement thereof; the VENDOR shall not be responsible for any settlement it does not approve in writing. This indemnification provided by VENDOR shall survive the termination of this AGREEMENT.
and shall apply to any and all liability and expenses (including reasonable attorneys’ fees and expert witness costs) from Claims.

THE VENDOR SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY OR OTHER THEORY FOR ANY INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES INCLUDING, BUT NOT LIMITED TO LOSS OF REVENUES AND LOSS OF PROFITS. NEITHER PARTY SHALL BE RESPONSIBLE FOR ANY PREVENTION OR DELAY IN PERFORMANCE OF ITS OBLIGATIONS HEREUNDER AS A RESULT OF CIRCUMSTANCES BEYOND ITS REASONABLE CONTROL, INCLUDING BUT NOT LIMITED TO WAR, RIOT, FIRES, FLOODS, EARTHQUAKES, EPIDEMICS, STRIKES, EPIDEMICS, ACTS OF TERRORISM, WAR, EMBARGOES, OR ACTS OF GOD.

ARTICLE 12. INSURANCE

Without in anyway affecting the indemnity herein provided and in addition thereto, the VENDOR shall secure and maintain throughout the contract term the following types of insurance with limits as shown:

A. Insurance: The VENDOR agrees to provide insurance set forth in accordance with the requirements herein. If the VENDOR uses existing coverage to comply with these requirements and that coverage does not meet the specified requirements, the VENDOR agrees to amend, supplement or endorse the existing coverage to do so. The type(s) of insurance required is determined by the scope of the contract services.

1. Commercial/General Liability Insurance – The VENDOR shall carry General Liability Insurance covering all operations performed by or on behalf of the VENDOR providing coverage for bodily injury and property damage with a combined single limit of not less than one million dollars ($1,000,000), per occurrence. The policy coverage shall include:

   a) Premises operations and mobile equipment.
b) Products and completed operations.

c) Broad form property damage (including completed operations).

d) Explosion, collapse and underground hazards.

e) Personal injury

f) Contractual liability.

g) $2,000,000 general aggregate limit.

2. Cyber Insurance – VENDOR shall provide cyber insurance covering all operations performed by or on behalf the VENDOR relating to the Services. VENDOR shall obtain such insurance in accordance with the requirements of this Article 12.

B. Any change requiring additional types of insurance coverage or higher coverage limits must be made by amendment to this contract. VENDOR agrees to execute any such amendment within thirty (30) days of receipt.

C. Any failure, actual or alleged, on the part of the AGENCY to monitor or enforce compliance with any of the insurance and indemnification requirements will not be deemed as a waiver of any rights on the part of the AGENCY.

D. VENDOR shall include AGENCY as an additional insured under the insurance policies required hereunder. The additional insured coverage shall be primary and non-contributory and will not seek contribution from AGENCY’ insurance or self-insurance.

ARTICLE 13. GOVERNING LAW; SEVERABILITY.

This Agreement shall be governed by the laws of the State of California without regard to the conflicts of laws provisions therein. If any provision of this Agreement is held by a trier of fact having competent jurisdiction as to the Parties to be invalid, void or unenforceable, the remaining provisions shall nevertheless continue in full force without being impaired or invalidated in any way. In any action to enforce this Agreement, the prevailing party will be entitled to costs and attorneys’ fees. In rendering the Services, VENDOR shall not discriminate based upon race, color, religion, national origin, ancestry, sex, age, sexual orientation, marital status, AIDS or disability and shall comply with the requirements of all
federal, state and local law. As noted above and as applicable, VENDOR shall comply with Card Networks’ Operating Rules (i.e., applicable PCI standards, if any), as the same may be amended from time to time, and any and all federal, government, other association or industry rules, regulations, procedures and standards in accepting card payment sales transactions in its business and protecting cardholder information as required by the terms and conditions of the merchant card processing agreements.

**ARTICLE 14. COMPLETE AGREEMENT**

The Recitals set forth above are incorporated into this Agreement as though fully set forth herein. This Agreement, including the Recitals, and documents incorporated herein constitute the complete and exclusive statement of the terms of the Agreement between AGENCY and VENDOR and supersedes all prior representations, understandings, and communications. Either party’s failure to insist in any one or more instances upon the performance of any term or terms of this Agreement shall not be construed as a waiver or relinquishment of such party’s right to such performance or to future performance of such a term or terms, and the other party’s obligation in respect thereto shall continue in full force and effect. Changes hereto shall not be binding upon AGENCY except when specifically confirmed in writing by an authorized member of AGENCY. The issuance of information, advice, approvals, or instructions by AGENCY’s technical personnel or other representatives shall be deemed expressions of personal opinions only and shall not affect AGENCY’s and VENDOR’s rights and obligations hereunder.

In the event of a conflict between the terms of this Agreement and the terms of any other agreement by and between the parties (including without limitation any Click-Through Terms of Use), the terms of this Agreement shall govern.

**ARTICLE 15. COUNTERPARTS**

This Agreement with the Exhibits attached hereto may be executed in counterparts, each of which shall be deemed an original. In any action or proceeding, an exact and correct copy may be used in lieu
of an original. Facsimile signatures, including signatures transmitted by electronic mail, shall have the same force and effect as original signatures.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed on the day and year first above written.

[SIGNATURES ON FOLLOWING PAGE]
SIGNATURE PAGE

TO

MOBILE DIGITAL PASS SALES OUTLET AGREEMENT

VENDOR

TOKEN TRANSIT, INC.

By: ________________________________

______________________________

Name: ________________________________

Title: ________________________________

By: ________________________________

______________________________

Name: ________________________________

Title: ________________________________

AGENCY

GOLD COAST TRANSIT DISTRICT

By: ________________________________

______________________________

Name: ________________________________

Title: ________________________________

APPROVED FOR PROCESSING:

By: ________________________________

______________________________

Name: ________________________________

Title: ________________________________

APPROVED AS TO FORM:

Best Best & Krieger LLP

By: ________________________________

GCTD General Counsel
ATTACHMENT A

Gold Coast Transit District
Fare Structure
For Mobile Payment

1-RIDE / FARE

- Adult & Youth - $1.50
- Reduced Fare - $0.75 (ID REQUIRED)*
  - Includes seniors 65+, Disabled, Medicare, VA Card, Veterans
- Seniors 75+ - FREE (with proof of age or GCTD 75+ Free ID) (ID REQUIRED)*
- Children under 45" - FREE

MULTI-RIDE TICKET & PASS CATEGORIES

DAY PASS

- Adult / Youth - $4.00
- Reduced Fare - $2.00 (ID REQUIRED)*

15-RIDE PASS
(VALID FOR 15-RIDES)

- Adult - $20.00
- Youth (18 and under) - $15.00 (ID REQUIRED)*
- Reduced Fare - $10.00 (ID REQUIRED)*

31-DAY PASS
(UNLIMITED RIDES - VALID UNTIL 11:59p ON 31ST DAY OF USE)

- Adult - $50.00
- Youth (18 and under) - $40.00 (ID REQUIRED)*
- Reduced Fare - $25.00 (ID REQUIRED)*

*TO QUALIFY FOR A REDUCED FARE: IDENTIFICATION / PROOF OF AGE OR REDUCED FARE ID IS REQUIRED WHEN BOARDING THE BUS.

PASSES ARE NOT TRANSFERABLE, REPLACEABLE OR REFUNDABLE. ALL SALES ARE FINAL.
ATTACHMENT B

Fee Schedule

- For each sale of BUS FARES or PASSES, VENDOR will retain a fee ("Fee") of: (i) 10% of the gross total proceeds of such sales that are greater than or equal to $2.00, and (ii) $.06 + 7% of the gross total proceeds for such sales that are less than $2.00 during the term of the Agreement.

- VENDOR will pay AGENCY, directly or through a third party, the amount of gross total proceeds of sales of BUS FARES and PASSES less the Fee via electronic transfer to AGENCY designated account.