

STUDENT PASS PROGRAM AGREEMENT
Contract # 11R033-

THIS AGREEMENT is made and entered into this ____ day of _____, (the “Effective Date”) by and between _____ (“the School”) and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota (“the Council”).

RECITALS

The School desires to purchase the Council’s **Student Pass** for the distribution to its students. The Council’s “**Student Pass Program**” is a bus and light rail unlimited-ride transit pass that is valid throughout the academic school year.

NOW THEREFORE, In consideration of the mutual promises contained herein, the parties hereto agree as follows:

ARTICLE I
RESPONSIBILITIES

1. The School will place its order for the number of **Student Passes** that it desires using the order form identified on **Exhibit A**, which is attached hereto and incorporated herein by this reference. Orders may only be placed prior to the academic quarter.
2. The Council will sell the **Student Passes** to the School in the quantities as specified on the order form. The Council reserves the right to withhold future orders and/or deactivate any cards in the School’s possession if the Council has an outstanding invoice more than 30 days old. The Council shall invoice the School for the **Student Passes** requested for the academic quarter at the beginning of each academic quarter and the School shall pay the invoice within 30 days of the date of the invoice.
3. The School will sell or distribute the **Student Passes** to its students for no more than the face value of the transit pass; currently \$87.50 per academic quarter. The effective regular academic quarters are 8/25 to 11/5, 11/6 to 1/15, 1/16 to 3/30 and 4/1 to 6/15. An optional summer term is available 6/15 to 8/24 at the rate of \$87.50 per card.
4. The School will utilize the tools provided by the Council to administer the program; i.e. internet based support to report replacements, deactivate or suspend cards and other tools provided by the council that aids in program administration.
5. The School will verify and confirm with the Council the total number of active cards for each quarter. The Council will invoice the School based on the number confirmed. Absent any verification the active card information will be considered accurate and payable.
6. The School will be fully liable for any loss or theft of the issued **Student Passes** sold to the School. However, the Council will issue credit for replacements for lost, stolen or

damaged or **Student Passes** during the semester for \$10.00, providing that replacement documentation has been submitted.

7. The School will audit deliveries of **Student Passes** and to report any discrepancies to the Council's Metro Transit Supervisor of Sales Operations (see Article III, Section 8) in writing within three (3) working days of delivery.
8. The School will sell/issue the **Student Passes** only to students presenting proper photo identification issued by the School.
9. The School will inform the students that they must present valid student picture identification if requested by fare inspectors or other Metro Transit personnel. Students are required to sign their name legibly in the space provided on the card and tag/validate their card each time they ride and failure to do so may be understood as improper use of the card and it may be revoked/deactivated by the Council.
10. The School will ensure that each student that receives a **Student Pass** will read and sign a code of conduct statement identified on **Exhibit B**, which is attached hereto and incorporated herein by this reference. The Council will have a customer advocate available to educate the students/school staff on the transit system.
11. The School will maintain accurate and complete records and accounts of the sale/distribution of **Student Passes** and to keep the records, accounts, and accounting practices relevant to this agreement available for audit by the Council or the State Auditor upon reasonable notice. Completed tracking sheets/records are to be submitted to Metro Transit in a timely manner to insure proper registration of each card holder.
12. The School may return unissued **Student Passes** for credit on their account no later than 30 days beyond the end of the academic school year.

ARTICLE II ADDITIONAL PROVISIONS

1. **Term.** This Agreement shall commence on the Effective Date, and shall continue in full force until July 1, 2016.
2. **Termination.** Either party may terminate this Agreement on 30-days written notice. Upon termination of this Agreement, the Council will credit all returned unused **Student Passes**. The Council will perform a closeout audit of the account.
3. **Assignment.** This Agreement may not be assigned without the express written consent of the Council.
4. **Employees and Agents.** Neither the School nor any of its employees or agents engaged in selling **Student Passes** is in any way to be considered Council employees for any purpose whatsoever.
5. **Entire Agreement.** This Agreement supersedes all prior agreements, oral and written, between any or all of the parties hereto relating to the sale of the **Student Passes**. This Agreement may be amended and modified only by written agreement signed by the

parties hereto with the same formality as this Agreement, and no amendment or modification shall be binding on the parties or have any effect unless so made.

6. **Hold Harmless.** The School shall hold the Council, and their respective officials, officers, agents, employees and representatives, harmless from and indemnified against any loss, cost, damage or expense, including reasonable attorneys' fees, arising out of this Agreement.
7. **Authority.** The School and the Council represent that they are fully authorized to enter into this Agreement, and each represents that execution of this Agreement shall not constitute a default under any commitment made by it to persons or entities not a party to this Agreement.
8. **Regional Transit Fare Increase.** If there is a regional increase or decrease in transit fares, the Council will recalculate the School's program price upon the next quarterly billing cycle. The Council will notify the Participant of the recalculated program price at least thirty (30) days before the next academic quarter.
9. **Notices.** Any notice, demand, request or other communication required or permitted to be given to the Council or the School shall be sufficiently given and served, and shall be effective and deemed properly given and served, two (2) days after it is deposited in the United States mail and sent by registered or certified mail, postage prepaid, return receipt requested, or on the next business day if deposited cost-paid with a nationally recognized overnight courier service, addressed as follows:

To the Council: Metro Transit
Revenue Operations
560 Sixth Avenue North
Minneapolis, MN 55411-4398
Attention: Lisa Erle

To the school: School: _____
Address: _____
Attention: _____
Email: _____
Phone: _____
Other school names and locations covered by this Agreement: _____

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the date and year first above written.

**THE COUNCIL:
METROPOLITAN COUNCIL**

By: _____

Its: Director of Finance, Metro Transit

THE SCHOOL:

By: _____

Its: _____

By: _____

Its: _____

SAMPLE

EXHIBIT A



P.O. Number _____
 Date _____

Student Pass Order Form

Ordered By:

School _____
 Address _____
 City _____
 State/Province _____ Zip Code _____
 Email Address _____
 Phone Number _____
 Fax Number _____
 Contact Name _____

Deliver To:

School _____
 Address _____
 City _____
 State/Province _____ Zip Code _____
 Email Address _____
 Phone Number _____
 Fax Number _____
 Contact Name _____

Customer #	Description	Quantity	Unit Price	Amount
			Total	

 Authorized Signature

Metro Transit 560 6th Avenue North, Minneapolis, MN 55411
 Fax: 612.340.7763

EXHIBIT B



Metro Transit Code of Conduct



- Be courteous and have respect for others.
- Always validate your ride - \$180 fine.
- No smoking, eating or loud music.
- Keep cell phone discussions quiet and to a minimum.
- Inappropriate actions or language are grounds for being banned from Metro Transit services for 30 days or more and Student Pass could be deactivated. New passes will require a reactivation fee.
- Remain seated when possible – if standing hold onto hand rails.
- Those with wheelchairs or walkers board first and exit last.
- On buses, aisle facing seats are reserved for those with disabilities and senior customers.
- If bus or train is full, please give your seat to a senior or a person with disabilities.
- On train platforms, stand behind the yellow line.
- Never stand or play on the tracks.
- Do not attempt to board a train or bus as the doors are closing.
- No skateboarding, rollerblading or bicycling on train platforms.
- On trains, in an emergency, intercoms are located at the front and back doors of each car.
- Emergency phones are located on each train platform.
- On bus, notify operator if there is an emergency.
- Report a lost or stolen Student Pass Card to your administrator immediately. Replacement cards will require a fee.
- If your Student Pass is lost or suspended you will be responsible for your own transportation.

I have reviewed the Metro Transit Code of Conduct and understand the expectations for proper behavior while using public transportation. I also understand that my Student Pass may be deactivated if I violate any of the rules.

Student Name (Please Print)

Date

Student Signature

Pass Number (16-digit number in lower right)

06-067-01-11