

## Agency SuperSaver Agreement

This agreement is entered into between \_\_\_\_\_ (“the Agency”) and the Metropolitan Council, a public corporation and political subdivision of the state of Minnesota (“the Council”).

### REPRESENTATIONS AND CERTIFICATIONS

The Agency makes the following representations and certifications a part of this agreement.

1. The Agency operates a ( ) proprietorship, ( ) partnership, ( ) joint venture, ( ) non-profit organization, ( ) corporation under the laws of the State of \_\_\_\_\_, ( ) Other \_\_\_\_\_.
2. If the Agency is owned or controlled by a Parent Company, the Agency must provide the information required in this paragraph. (A “Parent Company” is a company which either owns or controls the activities and basic business policies of another. “Owns” means owning more than 50 percent of the voting rights in a company. “Control” means determination of the basic business decisions of the controlled company through any means.)

Name of Parent Company \_\_\_\_\_

Full address for main office of Parent Company:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

In consideration of the mutual promises contained in this agreement, the parties agree as follows:

#### THE AGENCY AGREES:

1. To be fully liable for any loss or theft of the issued SuperSaver Fares, while the SuperSaver Fares are in the possession of the Agency or the Agency’s Agent. The Agency’s liability to the Council for the loss or theft of any of the SuperSaver Fares shall be measured by the face value, i.e., the actual price to the Agency, of the item(s) lost or stolen.
2. To check deliveries of SuperSaver Fares and to report any discrepancies to the Council’s Metro Transit Supervisor of Sales Operations in writing within three (3) working days of delivery.
3. To pay invoices for the SuperSaver Fares within thirty (30) days of the invoice date.
4. To sell limited mobility passes only to customers presenting proper identification for purchase.
5. To maintain accurate and complete records and accounts of the sale of SuperSaver Fares 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.

#### THE COUNCIL AGREES:

1. To furnish SuperSaver Fares in quantities as ordered by the Agency. The Council reserves the right to reduce or withhold quantities ordered if the Council deems it appropriate. Unused SuperSaver Fares returned to the Council by the Agency will be credited to the Agency’s account.

**THE PARTIES MUTUALLY AGREE:**

1. This agreement shall be effective on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and shall continue in full force and effect, until terminated as provided in the next paragraphs.
2. Either party may terminate this agreement on 60-day's written notice. In addition, the Council may terminate this agreement immediately, followed by formal written confirmation of the termination, if necessary to protect the Council's interests.
3. The Agency will notify the Council in writing at least 30 days prior to an ownership change. The Agency has no power to assign this contract or transfer SuperSaver Fares to a new owner without express written approval from the Council. This agreement will terminate automatically if the Agency has a change in ownership, unless the Council has approved the assignment of the contract and the transfer of the SuperSaver Fares.
4. Upon termination of this agreement, the Agency will present to the Council SuperSaver Fares and/or cash and checks equal to the outstanding amount of SuperSaver Fares. The Council will perform a closeout audit of the account.
5. Neither the Agency nor any of its employees or agents engaged in selling SuperSaver Fares is in any way to be considered Council employees for any purpose whatsoever.
6. The Council has the right to withhold delivery of SuperSaver Fares ordered by the Agency, if the Agency has an outstanding invoice for Council items that is more than 40 days in arrears, or if the Agency has more than one outstanding invoice for Council items.
7. Any modification to this agreement must be in writing and signed by authorized representatives of the Agency and the Council

Date \_\_\_\_\_

By \_\_\_\_\_

Brian Lamb, General Manager  
Metro Transit, an operating division of the Metropolitan Council

Agency Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, Zip: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Telephone: \_\_\_\_\_

X \_\_\_\_\_  
Agency Authorized Signature

Date: \_\_\_\_\_, 20\_\_\_\_

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Printed Name and Title of Authorized Signature