



Application and Agreement

Welcome to the 91 Express Lanes!

Please read this Application and Agreement carefully. By signing on the reverse side, or using the 91 Express Lanes or your Fas-Trak™ Transponder, you agree to the following terms:

Please address all questions and notices to:

91Express Lanes
P.O.Box 9191
Corona, CA 92878-9191
1-800-600-9191 • 1-951-278-9191
Fax: 1-951-278-9176
E-mail
customerservice@91expresslanes.com

91Express Lanes
Customer Service Center
2275 Sampson Street, Suite 100
Corona CA 92879
Internet
www.91expresslanes.com

1. General.

This Application and Agreement ("Agreement") with Orange County Transportation Authority ("OCTA," "we," "our" or "us"), together with any supplements, allows the person named and his or her agents ("you" or "your") to use the 91 Express Lanes and pay tolls and other charges using a FasTrak™ Transponder ("Transponder"). This Agreement confers only a license; Transponders and all other rights remain the property of OCTA. You agree:

- To pay tolls and other charges charged to your account ("Account").
- To safeguard and use your Transponder in accordance with instructions provided in your Transponder package and other materials and/or information that may be provided from time to time.
- To obey all applicable laws and regulations.
- To promptly review your statement and notify us if you have any questions regarding any charges. Charges not questioned within 30 days of OCTA's deposit of statement in U.S. Mail will be deemed accepted.
- To promptly notify us of any changes in your name, address, phone number, vehicles/license plates used, and, if applicable, credit card number and expiration date.
- That the California Highway Patrol (CHP) may make available to OCTA reports of incidents on the 91 Express Lanes.
- To have your Transponder properly mounted and visible to the CHP at all times while on the 91 Express Lanes.
- To receive communications regarding products and services from OCTA and its business partners/contractors.

2. Account Types, Minimum Balances, Fees and Charges.

- 91 Express Club™ members pay a monthly membership fee and receive a \$1.00 per trip discount for all tolled trips on the 91 Express Lanes. If you elected to participate in the 91 Express Club program, you authorize us to charge a \$20 per-Transponder non-refundable monthly membership fee to your Account each month that you participate in the program. These recurring charges will continue until you notify us in writing that you no longer wish to participate in the program. Express Club membership is open to credit card accounts only.
- Standard Plan accounts pay full tolls for each trip, have no monthly membership fee, receive no per trip discounts, but have a \$7 per Transponder monthly minimum toll requirement. If you selected the Standard Plan, you agree to pay a minimum of \$7 in tolls each calendar month for each Transponder assigned to your Account. The \$7 minimum applies only to tolls on the 91 Express Lanes. You further agree that if you do not use the equivalent of \$7 multiplied by the number of Transponders assigned to your Account in toll charges on the 91 Express Lanes in a calendar month, OCTA may charge your Account for the difference between such amount and the tolls charged to your Account for that month.
- Convenience Plan accounts pay full tolls for each trip, have no monthly membership fee, monthly minimum toll requirements or per trip discounts, but require an up-front enrollment fee. If you selected the Convenience Plan, you agree to pay a one-time non-refundable \$75 per Transponder enrollment fee.
- If you selected payment Option A, Credit Card, you authorize us to automatically replenish your Account by charging \$30, or the equivalent of one month's usage averaged over a three-month period (whichever is greater), to your credit card each time your Account balance falls below \$10, or one-week's usage averaged over a three-month period (whichever is greater). These recurring charges will continue until you notify us in writing that you wish to terminate this Agreement.
- If you selected payment Option B, Cash, Check or Money Order, you agree to replenish your account by making a minimum \$50 payment each time your account balance falls below \$25. You agree that such payment will be received by us prior to your account balance reaching a zero balance.
- You acknowledge that it is your responsibility to maintain your account balance at or above the required minimum balance at all times. If you fail to keep the required minimum balance of pre-paid tolls in your Account, you agree that we may deactivate your Transponder and/or close your Account and that any further use of the 91 Express Lanes or other use of your Transponder after such deactivation or Account closure will be treated as a toll evasion violation, subject to all applicable fees and fines as established by OCTA and/or the State of California.
- You acknowledge that if your Transponder is deactivated or your Account closed for lack of payment, or violation of Express Lanes' rules, a \$25 deactivation fee will be charged to your Account.
- You agree to pay a returned item fee of \$25 for each check or credit card transaction returned or refused by your bank or credit card issuer.
- You acknowledge that if you do not comply with one or more of your responsibilities under this Agreement, OCTA will incur costs to secure your compliance. You agree to reimburse OCTA for all of its costs incurred in securing your compliance or enforcing your obligations under this Agreement, including tolls and administrative charges for such matters as notifying you of toll violations or transponder failures. Such charges will be assessed in addition to statutory penalties for toll violations.
- You agree to pay \$2 for each additional statement provided to you at your request.
- You agree to pay a negative balance fee of \$10 whenever your Account balance falls below \$0.

3. Transponders.

- You acknowledge that your Transponder must be mounted properly and in good working order. Failure to do so will result in additional processing fees. If a Transponder fails to operate for reasons other than abuse or improper use, return it to us and we'll replace

- it at no charge. If a Transponder is lost, stolen or fails to operate due to abuse or improper use, we will provide a replacement for \$35. (\$50 if you have been issued an external-mount Transponder).
- Please notify us immediately if your Transponder is lost or stolen or if you suspect it is being used without permission. You won't be liable for any unauthorized use of your Transponder that occurs after such notification.
- If you selected Option A, Credit Card, and you fail to return your Transponder in good condition upon termination or deactivation of your Account, you authorize us to charge \$35 (\$50 if you have been issued an external-mount Transponder) to your credit card.
- If you selected Option B, Cash, Check or Money Order, you agree to pay a deposit of \$35 (\$50 if you have been issued an external-mount Transponder) for each Transponder, which will be forfeited if you fail to return a Transponder in good condition upon termination or deactivation of your Account.
- If your transponder fails to operate, or if you do not have sufficient funds in your account to cover a toll, you may receive a notice of toll violation that can include statutory penalties as high as \$100 for the first violation, \$150 for a second violation within one year, and up to \$200 for each subsequent violation within one year. Toll violation notices are sent to the address on file for a license plate with the Department of Motor Vehicles. You are responsible for keeping the DMV informed of your address. Toll violations are enforceable even if you never receive or read the notice, so long as they are sent to the address on file with the DMV. When you replenish your account, we may not know that you have received a toll violation notice if you move the transponder from one vehicle to another and you do not inform us, in writing, of the license plate of all vehicles in which you are using the transponder.

4. Interoperability.

If you use your Transponder on another toll facility which has an interoperability agreement with us, you agree that we may charge you for any tolls, fines and/or other charges arising from such use, and that you will be responsible to us or the other toll facility operator for such tolls and/or other charges. Tolls and other charges owed in this manner will be charged in accordance with rules, regulations and procedures of the facility on which the transaction was recorded. You further agree we may provide the other toll facility operator with any information contained in this Agreement or any other information associated with your Account for purposes of collecting tolls, fines and/or other charges. If you fail to update your vehicle license plate with the 91 Express Lanes, you will be subject to toll fines and other charges as established by the toll facility.

5. Termination.

Either party may terminate this Agreement at any time by giving written notice to the other party. If we request or if you elect to terminate this Agreement, return all Transponders to us in good condition and we'll refund (without interest) your Account balance and Transponder deposit, less any amounts you owe us. Cash/check customer refunds will be made by check (no cash refunds) and mailed approximately thirty-five (35) days from receipt of termination notice. Credit card customer refunds will be processed as a credit toward the credit card on file approximately thirty-five (35) days from receipt of termination notice. If your Account balance isn't sufficient to pay all amounts you owe us, you'll remain liable for such amounts, and may become liable for attorneys' fees, service charges, fines and penalties in accordance with applicable law if such unpaid charges are not promptly paid. Unless requested, the 91 Express Lanes will not issue refunds for balances of \$1.00 or less.

6. Changes.

We have the right to change the terms of this Agreement and our policies, deposits, minimum Account balances and other terms and conditions at any time by placing written notice in the U.S. Mail to the address listed on your Account. All such changes will be effective and binding on you unless you terminate your Account and return your Transponder(s) prior to the effective date of the change(s). Toll schedules subject to change without notice. By using the road you agree to pay tolls posted on the variable message sign.

7. Limited Warranty.

If you're dissatisfied with any service provided by OCTA, simply return all Transponders. We'll refund any remaining balance in your Account (less any amount you owe us) and any remaining deposits.

8. Release and Indemnity.

- You acknowledge that we have not made, and we expressly disclaim, any representation or warranty, express or implied, relating to the 91 Express Lanes or any Transponder (including without limitation, any implied or express warranty of merchantability or fitness for a particular purpose), other than the limited warranty described in Section 7.
- Neither OCTA nor its agents shall have any obligation or liability to you with respect to your use of the 91 Express Lanes or any Transponder, or any personal injury, property loss, or property damage sustained by you or your passengers. Your sole and exclusive remedies from OCTA and its agents shall be the limited warranty described in Section 7.
- You further agree to indemnify, protect and hold harmless OCTA and its agents from all liability for and from all loss, damage, or injury to persons or property whatsoever, known or unknown, arising out of or in any manner connected with your use of the 91 Express Lanes or any Transponder.

9. Governing Law.

This Agreement is governed by the laws of the State of California.