



DISCOUNT TRANSIT PASS PROGRAM AGREEMENT

This DISCOUNT TRANSIT PASS PROGRAM AGREEMENT (the “Agreement”) is made and entered into this ____ day of _____, 200_, by and between Atlanta Downtown Improvement District, Inc., dba Downtown Transportation Management Association, a Georgia non-profit corporation (“ADID”), and _____ a _____ (“Client”).

Background

The ADID Downtown Transportation Management Association (“**Downtown TMA**”) provides transit product, including monthly transit passes and the Breeze Card, to clients subject to the terms and conditions set forth in this Agreement.

NOW THEREFORE, FOR AND IN CONSIDERATION of the agreements contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. Order of Product: Client must place orders for all transit passes and other product to the Downtown TMA by the 10th of the previous month for which transit passes and other product are active.
2. Delivery of Product. Downtown TMA shall deliver the transit passes and other product to Client on or around the 20th day of the month.
3. Unsold/Unused Transit Product. Client may not return unsold transit passes or other product to Downtown TMA for credit or refund.
4. Payment. On or between the 23rd and 26th day of the month that precedes the month for which transit passes or other transit product are current/active, Downtown TMA will invoice Client for all transit passes and other product that were ordered/uploaded or delivered to Client in accordance with Paragraph 2 of this Agreement. Client shall return payment in full to Downtown TMA for each invoice within twenty (20) days of the date of the invoice.
5. Late Payment. If Client has any amounts outstanding past twenty (20) days from the date those amounts were invoiced, Downtown TMA shall cease to supply any transit passes or other product to Client until all amounts due are paid in full.
6. Guarantee. By execution of this Agreement, Client guarantees payment for all transit passes and other product ordered/uploaded or delivered. Person executing this Agreement on behalf of Client certifies that they have authority to guarantee payment from Client.
7. Promulgation of Rules. As transit agencies impose requirements on the Downtown TMA that necessitate periodic changes in the Discount Transit Pass Program operations, Downtown TMA will advise Client of such *Program Rules and Guidelines* (“Rules”) and Client agrees to abide by such Rules.

This Agreement may not be assigned. Client or ADID Downtown TMA may terminate the Agreement upon thirty (30) days written notice. Client’s existing financial obligations shall survive termination.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

ADID Downtown TMA

CLIENT

By: _____

By: _____

Title: _____

Title: _____

Client Information (Contact Information for 2 Persons is Required.)

Contact Person No. 1 *(Required)*

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Contact Person No. 2 *(Required)*

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

Contact Person No. 3

Name: _____

Title: _____

Address: _____

Phone: _____

Email: _____

****Will Client subsidize transit passes or other transit product for employees? If so, how much? Please explain below:**

