

CORPORATE PARTNER PROGRAM (CPP) AGREEMENT

This Metrolink Corporate Partner Program Agreement (“**Agreement**”) is entered into as of _____, _____ and is effective as of the date fully executed by both parties (“**Effective Date**”), between Southern California Regional Rail Authority (“**Metrolink**”), located at 900 Wilshire Blvd. Suite 1500 Los Angeles, CA 90017 and _____ (“**Client**”) located at _____.

I. RESPONSIBILITIES OF CLIENT AND METROLINK

A. This Agreement sets forth the rights and obligations of the parties with respect to Metrolink’s Corporate Partner Program (“**Program**”). It is Metrolink’s objective to provide a safe and convenient way for Client’s employees, tenants, and/or customers (collectively, “**Rider(s)**”) to reach their destinations.

B. Client will promote the Program and Metrolink will provide the necessary marketing materials to assist in the promotion (e.g., maps, timetables, etc.) and to enhance Riders’ general awareness of Metrolink.

1. Once the number of Riders is determined by Client, Metrolink will provide two options for ticket distribution. Option A. Corporate Quick Cards (“**CQCs**”) (a magnetic strip card) for Client at no charge to distribute to its Riders. Option B. Distribute Metrolink tickets via the Metrolink Mobile App (electronic tickets).

2. The Client may subsidize the cost of the pass or ticket as it sees fit. However, Metrolink shall be reimbursed at the face value of the passes and tickets notwithstanding any such subsidy.

C. Client will have electronic access to a password-protected listing (Order Form) of its CQCs/electronic tickets and shall be solely responsible for updating, adding, deleting, editing, reviewing activity, holding and making changes to its CQCs/electronic tickets.

II. CLIENT’S PAYMENT TO METROLINK

A. Payments are made to Metrolink at the end of each sales cycle based on actual tickets retrieved, which begins on the 1st day of every month, and ends on the last day of the month. Metrolink will send an invoice to the Client after the 1st of the following month with payment due Net 30 days.

B. Payment term is 30 days from the date of the invoice and can be made by Automated Clearing House (ACH), agency check or money order payable to Metrolink and sent to: P.O. Box 514039, Los Angeles, CA 90051-4039. Please include Metrolink’s invoice number with payment.

C. If payment is not received by 30 days from the date of invoice, interest will be charged at 1.5 percent per month on the total amount due, until the balance is paid in full.

D. Client’s account may be suspended if payment is not received by 45 days from the due date and canceled after 90 days past due. Canceled accounts will be sent to a collection agency.

E. Client is responsible for payment of the face value of all passes and tickets.

III. OTHER

A. Client will not assign any rights under this Agreement without prior written consent from Metrolink.

B. This Agreement may be amended by written mutual consent of the parties. Either party may terminate this Agreement by providing 30 days written notice. Should Client breach or default on this Agreement, Metrolink may recoup any attorneys’ fees and costs associated with such breach or default.

C. Client will participate in Metrolink's 25% discount promotion. Discount will be valid for six consecutive months and will begin on date designated by Metrolink. Client will receive 25% off on each pass/ticket purchased during the designated six-month time period. Client is responsible for distributing discount to its Riders.

1. Client is not an employee of Metrolink within the meaning of any Worker's Compensation Law, or any law which would entitle Client to benefits arising out of any State or Federal Unemployment, or old age fund or similar law, or any right or privilege extended by Metrolink to its employees. Client's authority is limited to the sale or distribution of passes and tickets.

2. New Corporate Partners are subject to a credit check.

IV. DISCOUNT PARTICIPATION

A. Client agrees to make the 25% discount available to all potential Riders who wish to participate in the program.

B. Client agrees to communicate the Metrolink 25% discount in the following ways:

Office signage (i.e. poster, flyer)

Email Communication

Orientation Kits

Meeting

Human Resources

Employee Transportation Coordinator (ETC)

C. Client agrees to distribute an anonymous survey provided by Metrolink to all Riders who participate in the Metrolink 25% discount program to comply with federal requirements (Title VI).

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the Effective Date.

Name of Signee (Client): _____

Metrolink Signee: _____

Title: _____

Title: _____

Signature: _____

Signature: _____

Date: _____

Effective Date: _____