



## **GCRTA COMMUTER ADVANTAGE PROGRAM SIGNUP PROCEDURES**

1. Please read “Commuter Advantage” Sales Procedures including the sample monthly pass form to see how the program works.
2. If you desire to join the program, then read the entire “Commuter Advantage Agreement” and complete all required information on pages 1 - 5. Be sure to sign and witness the agreement on page 4 where it is indicated and complete all information on page 5.
3. Once the agreement is fully completed, return the agreement **ONLY** to: **M. Davis, Revenue Department, Regional Transit Authority, 1240 West 6<sup>th</sup> Street, Cleveland, OH 44113-1331. DO NOT FAX THE AGREEMENT.**
4. If you have any questions please contact the Revenue Department at 216-781-6086 or 216-781-6098.



## **GCRTA COMMUTER ADVANTAGE – MONTHLY PASS SALES PROCEDURES**

All prices are effective September 1, 2009. Monthly passes are normally mailed certified with return receipt or delivered on or after the 15<sup>th</sup> of each month. Special arrangements can be made with the Revenue Department to have monthly passes delivered before the 15<sup>th</sup> of the month as needed. This is subject to the availability of the passes.

Upon receipt of any order from the RTA immediately inspect and verify your order, if there are any discrepancies notify the Revenue Department at 781-6098 or 781-6086 between 7:30 A.M. and 3:00 P.M. Monday through Friday. All unsold passes, one copy of the completed invoice and the remittance due are to be returned to the Revenue Department no later than the 15<sup>th</sup> of the month as indicated on the monthly pass distribution form.

To ensure that returns are properly credited **SEND THE UNSOLD PASSES, THE REMITTANCE AND THE COMPLETED PASS RETURN FORM ONLY TO:**

**Regional Transit Authority  
PO Box 6656  
Cleveland, OH 44101-9931**

1. Count all unsold monthly Bus\Rapid, monthly Park-N-Ride & monthly Sr.\Disabled passes for the current month, then fill-in the quantity returned on the invoice in the spaces marked for BUS\RAPID PASSES RETURNED, PARK-N-RIDE PASSES RETURNED and SR\DISABLED PASSES RETURNED.
2. Subtract the number of passes returned from the number of passes consigned to calculate the total number of passes sold.
3. Multiply the TOTAL PASSES SOLD by the value per pass printed for each type of pass. Then fill-in those amounts in the appropriate spaces. The Regular Price for Monthly Bus\Rapid Passes are \$85.00, Monthly Park-N-Ride Passes are \$95.00 and the Monthly Sr.\Disabled Passes are \$38.00.
4. This is the total remittance is due in a check or money order payable to the Regional Transit Authority or RTA. The completed invoice must be forwarded to the appropriate staff is payment done by a separate office. Also, credit card payments may be done using MC, VISA, DISC or AMEX. (Call 216-781-6086 for credit card authorization form.)
5. Return one copy of the pass form, all unsold passes and the remittance in the business reply envelope provided each month. These returns should only be sent to: Regional Transit Authority, PO Box 6656, Cleveland, OH 44101-9931.



**GREATER CLEVELAND  
REGIONAL TRANSIT AUTHORITY**

GCRTA  
1240 WEST 6TH STREET  
CLEVELAND, OH 44113-1331  
(216) 566-5280

Remit To:  
REGIONAL TRANSIT AUTHORITY  
ACCOUNTS RECEIVABLE DEPARTMENT  
PHONE: (216) 771-4167  
PO BOX 6566  
CLEVELAND OH 44101-9931

**SAMPLE MONTHLY PASS INVOICE**

**Bill To:**  
Corporate Hqts. A/P Dept  
SAMPLE OUTLET  
1234 Main Street, #567  
Cleveland, OH 44113

**Ship To:**  
SAMPLE OUTLET  
1234 Main Street, #567  
Cleveland, OH 44113

**Email:**

Invoice	
NUMBER	DATE
PURCHASE ORDER NUMBER	12-NOV-08
PURCHASE ORDER DATE	PURCHASE ORDER REVISION
OUR REFERENCE	PAGE
SALES ORDER NUMBER	1
CUSTOMER NUMBER	LOCATION
16302	25965

ITEM NO.	Invoice Description	CONSIGNEE QTY	RETURNED QTY	SOLD QTY	UNIT PRICE	CONSIGNEE VALUE	AMOUNT DUE
1	DECEMBER BUS RAPID PASS	14	0	14	85.00	1,190.00	1,105.00
2	DECEMBER PARK N RIDE PASS	4	1	3	95.00	380.00	285.00
3	December Senior/Disabled Pass	4	1	3	38.00	152.00	114.00
<b>Totals</b>					<b>\$</b>	<b>1,722.00</b>	<b>1,504.00</b>

TERMS: 15TH OF NEXT MO DUE DATE: 15-DEC-08 SALESPERSON: CUSTOMER CONTACT: SHIP DATE: 12-NOV-08 SHIP V/A: UPS Standard SHIPPING REFERENCE: 0

SPECIAL INSTRUCTIONS

Comments: \$ Shipping & Handling \$ 0.00  
PAY THIS AMOUNT \$ 1,504.00

Currency: USD

(SIGN HERE UPON RECEIPT) (SIGN HERE WHEN RETURNING TO RT)

Received by: \_\_\_\_\_ Date: \_\_\_\_\_ Returned by: \_\_\_\_\_ Date: \_\_\_\_\_

REMITTANCE INFORMATION: Check #: \_\_\_\_\_ Prepared by: \_\_\_\_\_ Amount: \$ \_\_\_\_\_

**SAMPLE MONTHLY PASS INVOICE**

## COMMUTER ADVANTAGE AGREEMENT

This Agreement is entered into this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between the GREATER CLEVELAND REGIONAL TRANSIT AUTHORITY of 1240 West 6th Street, Cleveland, Ohio 44113-1331 (hereinafter "GCRTA" and (Business Name) \_\_\_\_\_  
\_\_\_\_\_ Of (Full Address) \_\_\_\_\_  
\_\_\_\_\_ (hereinafter "Agent").

NOW, THEREFORE, in consideration of the mutual promises and the terms and conditions contained herein, GCRTA and Agent agree as follows:

**1. APPOINTMENT AS AGENT**

GCRTA as principal hereby appoints \_\_\_\_\_ as GCRTA's non-exclusive Agent on the terms and conditions hereof for the sale of GCRTA transit passes on a consignment basis. Transit passes may also be referred to hereinafter as "pass stock" or "stock".

**2. CONSIGNMENT, PRICE, AND TERMS OF SALE**

Agent hereby acknowledges and agrees:

- a. To receive and accept from GCRTA on a periodic basis stock on consignment as set forth herein.
- b. To promote the GCRTA Commuter Advantage Program.
- c. To sell the consigned farecard ticket stock at no more than the price established by GCRTA through its Board of Trustees. The current farecard ticket stock rates are established on Resolution No. 2010-011, adopted by the Board of Trustees on February 16, 2010 and Resolution No. 2010-019, adopted by the Board of Trustees on March 23, 2010. The farecard ticket stock rate schedule may be amended by GCRTA by further resolution, and such amendments shall be incorporated and made part of this Agreement.
- d. That a consignment of monthly passes are valuable stock items being equal in value to the fare rates established by GCRTA. Agent will safeguard the consignment against theft, fire, or loss. Agent will assume liability and reimburse GCRTA for any such theft, fire, or loss of stock.
- e. To display notices of the GCRTA Commuter Advantage Program in its regular place of business or businesses.
- f. To hold all proceeds of sale for the benefit of the GCRTA until remitted and transmitted to GCRTA.
- g. To warrant and guarantee the due and prompt payment to the GCRTA for all sales made under this agreement.

- h. To warrant and guarantee the return of all unsold and expired stock consignments to GCRTA at any time when requested and in the event of termination of this agreement.
- i. Not to use or allow any third party to use any stock where the fare price therefor has not been collected by the Agent. All unsold stock returned to GCRTA by Agent will be redelivered unused in the same condition as when originally delivered by GCRTA. Any stock that has been used as fare media, or appears to have wear and tear or is otherwise damaged shall not be accepted by GCRTA and Agent assumes liability for stock. Agent is obligated to pay GCRTA for all stock used as fare media and for all stock that appears to be worn or torn or otherwise damaged.

**3. CONSIGNMENT OF PRODUCTS--STOCK SUPPLY**

Principal will maintain on consignment in the custody of Agent, to be sold as herein provided, a stock of monthly passes. All such consigned stock shall be and remains the property of principal until sold, and the proceeds therefrom shall be held in trust for the benefit and for the account of principal until fully accounted for by Agent as hereinafter provided.

The size, type, class, and quantity of items in stock, and the length of time they shall remain on consignment, are to be determined by principal, the intent being to maintain, on an average basis, approximately 30 days' supply; provided that principal is satisfied with Agent's financial condition and with Agent's performance hereunder. No liability of any nature is assumed or incurred by GCRTA in the performance of this contract because of its inability to supply stock required by Agent arising from circumstances beyond GCRTA's reasonable control.

**4. PROPERTY OF GCRTA**

Any consignment of monthly passes of GCRTA received by Agent under this agreement shall be held for the account of GCRTA, and on request such property shall be returned to GCRTA in as good condition as when received by Agent. All records or papers of any kind relating to GCRTA's business shall be the property of GCRTA, and shall be surrendered to GCRTA on demand.

**5. RETURN AND KEEPING OF RECORDS OF CONSIGNED STOCK**

Agent shall return to GCRTA, within one (1) day after demand therefor, all or any part of the consigned stock that has not been sold plus all payments due for sold stock and for damages or used stock as fare media. Agent shall keep account books and records, giving complete information covering all of Agent's transactions in connection with the sale of GCRTA's pass stock consignment. Such books, records, and copies of invoices shall be open at all times during business hours to the inspection of any duly authorized representative of GCRTA.

**6. ARBITRATION**

All claims and disputes relating to this agreement shall be subject to arbitration at the option of GCRTA or Agent, in accordance with the Arbitration Rules of the American Arbitration Association for the public transit industry then in effect. Written notice of demand for arbitration shall be filed with the other party to the agreement and with the American Arbitration Association within a reasonable time after the dispute has arisen.

**7. INDEMNIFICATION**

Agent agrees to indemnify GCRTA, its agents, servants, and employees, against all claims, damages, losses, and expenses, including reasonable attorneys' fees, arising out of performance of Agent's work hereunder that are caused in whole or in part by Agent's negligent act or omission, or that of anyone employed by Agent for whose acts he may be liable.

**8. PRINCIPAL'S RIGHT TO TERMINATE SALES AGENCY AGREEMENT**

If Agent becomes insolvent or fails to make any report or remittance herein required to be made, or fails to conduct the business of the agency to the satisfaction of principal, or fails to observe or perform any of the other provisions, terms, or conditions herein contained on the part of the Agent to be observed or performed, or if Agent becomes involved in any financial difficulty that, in the opinion of principal, may impair Agent's ability to properly conduct the business of the agency, then principal may cancel and terminate the agency hereby created by one (1) day's notice in writing to Agent.

This agency appointment is personal in its character, and principal reserves the right to control the agency in the event of the transfer of Agent's business or the control thereof to parties other than those now in control. This appointment is not assignable by Agent without the written consent of principal.

The expiration or termination, for any reason, of this agency, shall be without prejudice to the rights of principal against Agent and shall not relive Agent of any obligations hereunder. Immediately on such expiration or termination, Agent shall deliver to principal all stock consigned hereunder that remain unsold, unused and not damaged and shall fully perform all obligations of Agent that then remain unfulfilled.

**9. DURATION OF AGREEMENT; TERMINATION**

This agreement shall be effective on execution hereof, and shall be binding on the parties hereof and their assigns, representatives, heirs, and successors. This agreement shall continue in effect until terminated by either party on 3 days' written notice to the other, provided, that in the event of insolvency or adjudication's in bankruptcy or on the filing of a petition therefor by either party, this agreement may be terminated immediately at the option of either party on written notice to the other. Termination shall be without prejudice to the rights and obligations of the parties hereto that have vested prior to the effective date of termination, except that, on termination, GCRTA shall pay Agent commissions due only on pass stock sales made prior to the effective date of such termination. The liability of GCRTA for the payment of commissions thereon are to be subject to the terms and conditions hereinbefore provided.

**10. ASSIGNMENT**

This agreement and/or any monies payable to GCRTA will not be assigned or otherwise transferred by Agent.

**11. OTHER AGREEMENTS**

This agreement supersedes all previous agreements and understanding with respect to consignments for the sale of GCRTA passes.

**13. CHANGES; ALTERATIONS**

No change, alteration, modification, or addition to this agreement shall be effective unless in writing and properly executed by the parties hereto.

**14. APPLICABLE LAW**

This agreement and any disputes relating thereto shall be construed under the laws of the State of Ohio.

**15. CONTRACT TERMS EXCLUSIVE**

This agreement constitutes the entire agreement between the parties hereto and the parties acknowledge and agree that neither of the has made any representation with respect to the subject matter of this agreement or any representations inducing the execution and delivery hereof except as specifically set forth herein and each of the parties hereto acknowledges that he or it has relied on his or its own judgment in entering into the same.

IN WITNESS WHEREOF, the parties have executed this agreement at Cleveland, Ohio, the day and year first above written.

*(This area is to be completed by GCRTA.)*

WITNESS:

GREATER CLEVELAND REGIONAL  
TRANSIT AUTHORITY

\_\_\_\_\_  
*(Witness for GCRTA Signature)*

\_\_\_\_\_  
JOSEPH A. CALABRESE - CEO  
General Manager/Secretary Treasurer

The legal form and correctness  
of the within instrument are  
hereby approved.

\_\_\_\_\_  
SHERYL KING BENFORD, General Counsel  
Deputy General Manager for Legal Affairs

Bus. Name: \_\_\_\_\_

\_\_\_\_\_  
*(Witness for Employer Signature)*

Auth. Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Fed Tax #: \_\_\_\_\_

**GCRTA COMMUTER ADVANTAGE PARTICIPANT INFORMATION**

Entity's Name: \_\_\_\_\_

The above-named entity is a (please mark appropriate designation):

\_\_\_\_\_ Sole Proprietorship or Individual  
\_\_\_\_\_ Partnership  
\_\_\_\_\_ Corporation  
\_\_\_\_\_ Trust  
\_\_\_\_\_ Not-For-Profit Corporation  
\_\_\_\_\_ Governmental Entity

Entity's Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Owner/Partner/  
Principal Name: \_\_\_\_\_  
=====

Ship To: \_\_\_\_\_

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

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

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Federal Tax Id#: \_\_\_\_\_

Manager: \_\_\_\_\_

Contact Person: \_\_\_\_\_ Email: \_\_\_\_\_  
=====

(If different than Ship to)

Bill To: \_\_\_\_\_ Contact Name: \_\_\_\_\_

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

City, Zip: \_\_\_\_\_ Email: \_\_\_\_\_

Business Phone: \_\_\_\_\_ Fax: \_\_\_\_\_  
=====

<p><b>Estimated Required Allotment of Monthly Passes:</b></p> <p>_____ Monthly Bus\Rapid Passes @ \$85 _____ Monthly Park-N-Ride Passes @ \$95 _____ Monthly Sr\Disabled Passes @ \$38</p> <p>Desired Startup Date: _____</p>	<p><b>Return Complete Forms to:</b></p> <p>Matt Davis Revenue Dept Regional Transit Authority 1240 West 6<sup>th</sup> Street Cleveland, OH 44113</p>
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